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VIRGINIA REAL ESTATE COMMISSION
POST OFFICE BOX 1-X
RICHMOND, VIRGINIA

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FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT

ON

ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES
ALEXANDRIA, VIRGINIA

Registration Number 73.99

**IMPORTANT — Read This Report Before Buying
This Report Is Not An Approval Or Disapproval**

THIS REPORT PRESENTS INFORMATION PROVIDED THE REAL ESTATE COMMISSION BY THE DEVELOPER AND GAINED FROM THE COMMISSION'S ON-SITE INSPECTION OF THIS PROJECT. THIS REPORT, BASED ON A PRINCIPLE OF DISCLOSURE, IS ISSUED BY THE COMMISSION FOR THE PURPOSE OF PREVENTING FRAUD, MISREPRESENTATION OR DECEIT.

THE DEVELOPER SHALL NOT ENTER INTO A BINDING CONTRACT OR AN AGREEMENT FOR SALE OF ANY UNIT IN THE CONDOMINIUM PROJECT UNTIL:

- (1) A COPY OF THIS REPORT HAS BEEN GIVEN TO THE PROSPECTIVE PURCHASER,
- (2) THE LATTER HAS BEEN GIVEN AN OPPORTUNITY TO READ SAME, AND,
- (3) HIS RECEIPT HAS BEEN TAKEN THEREFOR.

CONCEPT OF CONDOMINIUM OWNERSHIP

Under the condominium concept of ownership, each unit in a multiple unit building or community may be owned by a different owner. In addition to his unit, each owner also owns, in common with all other owners of units, common elements of the project including, in most instances, the land, parking facilities, stairs and elevators, lobbies, supporting walls, utility lines, pipes, etc.

An owner has most of the rights of any other property owner. He may mortgage, rent, sell, or dispose of his unit including his portion of the common elements in any way short of destroying it. There are usually restrictions on exterior changes or alterations that will affect other units. The owner of a residential condominium unit has the same tax advantages as the owner of any other home. He may deduct from his income for tax purposes the real estate taxes he pays on the unit and the interest he pays on any mortgage or deed of trust on the unit. If he rents the unit to a tenant, he has the additional business deductions allowable to landlords.

Each owner of a unit becomes a member of the Council of Co-Owners, which usually manages the common elements of the project through a Board of Directors. Many Boards of Directors employ professional management agents.

A necessary step in establishing a condominium project is the recording of a Master Deed or Master Lease in the land records of the county or city in which the project is located. Recorded with the Master Deed or Lease are By-Laws, or House Rules, governing the operation of the Council of Co-Owners.

Each owner is required to make payments to the Council of Co-Owners, usually monthly, to meet common expenses. This payment is constituted as a lien superior to all other liens other than liens for real estate taxes and first mortgages or first deed of trust financing.

Residential condominium projects may include high-rise buildings, garden apartments, townhouses, or even detached homes.

While condominiums were popular as far back in history as the ancient Roman Empire and have been used extensively in Europe and South America, they have been common in the United States only in recent years.

In 1962, the Virginia General Assembly enacted the "Horizontal Property Act," Section 55-79 of the Code of Virginia, permitting condominium development in Virginia. This report of the Virginia Real Estate Commission has been issued pursuant to that Act and subsequent amendments.

ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

The Alexandria Knolls West condominium project is located at 6101 West Esdall Road, Alexandria, Virginia.

It will consist of one seventeen story high-rise style apartment building containing 190 apartment units and three two-level parking structures. The project occupies 3.6219 acres of land.

The project is being developed by Alexandria Knolls West Development Company, a limited partnership of Arpad Domyan, 1100 Glendon Avenue, Los Angeles, California, and Walter D. Neale, 2222 Cornith Avenue, Los Angeles, California.

Attorney for the developer is Thomas G. Mays, 1415 North Court House Road, Arlington, Virginia.

The project is on land owned by the developer under a deed recorded among the land records of Alexandria, Virginia, in Deed Book 760 at page 520. The land will be conveyed to purchasers of units as part of the common elements of the condominium regime.

The project includes one, two and three bedroom apartment units ranging in size from 1012 to 2106 square feet of space.

The developer has advised the Real Estate Commission that it is his intention to sell all 190 units in the project and to retain no units for rental. So long as the developer is owner of any units in the project he will have the vote for each unit in the Council of Co-Owners assigned by the Master Deed.

Construction on the project began on August 20, 1973 and is expected to be completed by August 15, 1974. A building permit for the construction was granted by Alexandria authorities on November 9, 1973 under RC approved zoning.

Building contractor for the project is Atlantic-Pacific Construction Co., Inc., 1110 Glendon Avenue, Los Angeles, California. This firm holds Virginia Registration Number 12686.

Architect for the project is Ernest L. Daly, 8722 Postook Road, Potomac, Maryland. This architect holds Virginia Registration Number 01168.

Engineer for the project is Walter L. Phillips, Inc., 901 West Broad Street, Falls Church, Virginia. This firm holds Virginia Registration Number 2694.

ENCUMBRANCES

The property included in this project is pledged by a first deed of trust to secure James E. Cafritz, William N. Cafritz, Anita B. Cafritz and Herbert S. Billowitz, Trustees, for a deferred purchase money loan in the amount of \$298,107.00. This deed of trust is recorded among the land records of Alexandria, Virginia in Deed Book 760 at page 523.

The property is secured by an additional deed of trust to secure Union Bank of California for a construction loan in the amount of \$7,500,000.00. This deed of trust is recorded in Deed Book 764 at page 107, among the land records of Alexandria, Virginia.

These loans will be curtailed as individual units are conveyed to purchasers so that units will be conveyed without encumbrance against them.

MASTER DEED

The Master Deed and supporting documents establishing the Alexandria Knolls West condominium project were filed among the land records of Alexandria, Virginia on March 4, 1974 in Deed Book 772 at page 585.

INSURANCE

The Master Deed in Article XVI provides that the Council of Co-Owners shall maintain fire and extended coverage insurance written by a firm with a rating of "A" or better in an amount equal to the full replacement value of the project, public liability insurance and workmen's compensation insurance. Owners of individual units may obtain additional insurance provided it does not decrease the amount which the Council of Co-Owners may realize from its policy.

In the event of damage to a unit, the owner of the unit is required to commence repairs within 60 days. Proceeds received by the Council of Co-Owners under its insurance policy as a result of the damage to the unit shall be paid to the owner of the unit as repairs proceed.

In the event two-thirds or more of the total units in the project are substantially damaged or destroyed, a decision not to reconstruct or repair may be made by a vote of at least two-thirds of the Co-Owners. In that event, the condominium shall be considered terminated and the project will be subject to action for partition at the suit of any Co-Owner.

BY-LAWS

The By-Laws in Article I, Section 3 of the Alexandria Knolls West condominium, recorded as part of the Master Deed, provide that the first annual meeting of the Council of Co-Owners will take place as soon as possible after recording of the Master Deed. Subsequent annual meetings will take place within three months of the end of the fiscal years.

The By-laws in Article II, provide that a Board of Directors will govern the affairs of the Council of Co-Owners. The Board of Directors will be elected by the Council of Co-Owners and will consist of three to nine persons. There is no provision that they be Co-Owners of units.

A President, Vice-President, Secretary, Treasurer, and an Assistant Treasurer and Secretary for the Council of Co-Owners will be elected by and from the Board of Directors annually. (By-Laws, Article III)

MANAGEMENT

The By-Laws in Article VIII provide for appointment of a professional manager by the Council of Co-Owners. The initial Board of Directors has appointed Arpad Domyan, one of the developing partners to manage the project under a contract to be effective when the first unit is conveyed to a purchaser. This contract expires at the end of one year.

SALES

The developer has retained Ross Keith Realty, Inc., 6540 Arlington Blvd., Falls Church, Virginia, to conduct initial sale of units in the project. This firm holds Virginia Real Estate Broker's license number 2101576 and is subject to provisions of the Virginia Real Estate License Law and to Rules and Regulations of the Virginia Real Estate Commission as they apply to licensed real estate agents.

Issuance of this FINAL REPORT on this project by the Virginia Real Estate Commission under Section 55-79 of the Code of Virginia permits sale of units in this project through contracts binding on the purchaser, however, the purchaser must be given an opportunity to read this report and the developer must obtain a receipt from him saying that he has read it.

The developer, after submitting his application for this report, may not materially change the set-up or value or use of the project without first notifying the Commission and purchasers and prospective purchasers in writing of such intended change.

The Purchase Agreement for sale of units provides that the developer may cancel all contracts if 65% of the units are not under contract by July 1, 1975.

Deposits given the sales agent by purchasers with their purchase contracts will be placed in an escrow account known as Alexandria Knolls West Escrow in the Clarendon Bank & Trust, Arlington, Virginia, and held until consummation of the transfer of title to the purchaser. In event the purchaser is unable to obtain any mortgage financing spelled out in the contract, his deposit will be returned to him and the contract declared null and void.

Upon settlement, the developer will give the purchaser a marketable General Warranty Deed to his unit and his undivided portion of the common elements.

At the time of signing a purchase agreement, the developer will give to the purchaser an estimate of the monthly payments he will be required to make to the Council of Co-Owners for common expenses and for contributions to reserve funds for replacement and repair of common elements. This estimate is based on an estimated budget prepared by the developer and which is available to the purchaser for his inspection. This is only an estimate and is subject to change by the Council of Co-Owners. Initial fees range from \$77.59 to \$161.46 per month.

Estimate of real estate taxes on units have been made by the developer on the basis of real estate taxing practices followed in Alexandria, applied to the proposed sales prices of units.

USE OF UNITS

The Master Deed in Article VI provide that units in the project may be used for residential purposes and such other purposes as are approved by the Council of Co-Owners.

CONSTRUCTION WARRANTY

The developer warrants against construction defects resulting from defective material or workmanship for one year in individual units and on common elements for six months from conveyance of 65% of the units to unit purchasers.

He will give any manufacturer's warranty received by him on equipment and appliances installed in the units to the unit purchasers at settlement.

SPECIAL PROVISIONS

Article XXIII of the Master Deed provides that if any owner of a unit wants to sell or lease his unit, he must submit any acceptable bona fide offer received to the Council of Co-Owners. The Council will have five days to purchase or lease the unit on the terms of the offer.

NOTICE

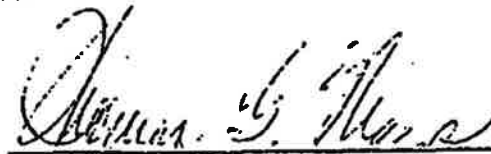
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Signed this 8th day of March, 1974, for the Virginia Real Estate Commission by:


Albert W. Highsmith, Commissioner

CERTIFICATION

I have reviewed the information provided in the above FINAL REPORT on condominium project Alexandria Knolls West Condominium Homes and believe it to be correct.


Attorney for Developer

(Date) March 7 1974

THIS AMENDMENT to a MASTER DEED, made this 22nd day of March, 1974, by ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a Limited Partnership, organized and existing under the laws of the State of Virginia, hereinafter called the "Owner"; ALEXANDRIA NATIONAL BANK OF NORTHERN VIRGINIA, successor by corporate amendment to Alexandria National Bank, Alexandria, Virginia, hereinafter called the "Trustee"; and UNION BANK, Los Angeles, California, hereinafter called the "Bank".

***** WITNESSETH *****

WHEREAS, the Owner has heretofore executed and recorded a Master Deed for Alexandria Knolls West Condominium Homes (the Condominium), said deed being dated February 14, 1974, and recorded in Deed Book 772, at Page 585, among the land records of the City of Alexandria, Virginia; and

WHEREAS, the Bank and the Trustee joined in the Master Deed as parties in interest as described in said Master Deed; and

WHEREAS, errors have been discovered in Schedule B attached to the Master Deed which sets forth the numbers of the units, the type and percentage of common interests, and

WHEREAS, the parties hereto are on the date hereof the only parties having an interest in the Condominium and the Master Deed; and

WHEREAS, the parties hereto desire to amend the Master Deed to correct the errors in Schedule B.

NOW, THEREFORE, the parties hereto do hereby amend the said Master Deed as follows:

(a) Delete Schedule B in its entirety.

(b) In its place and stead substitute Schedule B in its entirety as set forth in the substitute Schedule B attached hereto and made a part hereof as if set forth fully herein.

In all other respects the said Master Deed shall remain unchanged.

WITNESS the following signatures

ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY,
a limited partnership

By [Signature] (SEAL)
General Partner
By [Signature] (SEAL)
General Partner

ALEXANDRIA NATIONAL BANK OF NORTHERN VIRGINIA, successor by corporate merger to Alexandria National Bank, Trustee

By [Signature]
President

ATTEST:
[Signature]

UNION BANK
By [Signature]
Vice President

ATTEST:

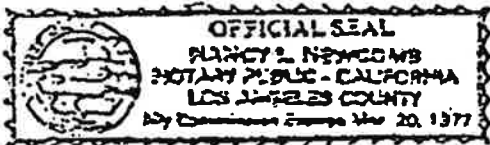
Nancy A. Crawford

Operations Officer
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, to-wit:



I, the undersigned Notary Public in and for the County and State aforesaid, do certify that ARPAD DOMYAN and WALTER D. NEALE, General Partners of ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a Limited Partnership, whose names on behalf of said Partnership are signed to the foregoing and attached Amendment to a Master Deed, bearing date on the 22nd day of March, 1974, acknowledged the same before me as the act and deed of said Partnership, and made oath before me in my County and State aforesaid, that the said Amendment to a Master Deed is signed pursuant to due authority for the purpose therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of March, 1974.



Nancy L. Newcomb
Notary Public

My Commission Expires:

STATE OF VIRGINIA
CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public, in and for the City and State aforesaid, do certify that Harvey J. Tompkins Jr., Vice President of ALEXANDRIA NATIONAL BANK OF NORTHERN VIRGINIA, successor by corporate merger to Alexandria National Bank, Trustee, whose name is signed to the foregoing Amendment to a Master Deed bearing date on the 22nd day of March, 1974, acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 11th day of April, 1974.

Harvey J. Tompkins Jr.
Notary, Public

My Commission Expires:

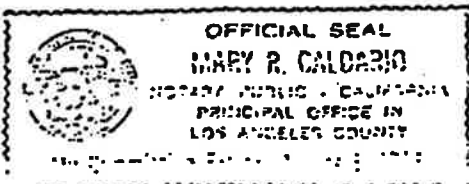
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, to-wit:

I, the undersigned Notary Public in and for the County and State aforesaid, do certify that Edward A. Harris, Vice President of UNION BANK, a California corporation, whose name is signed to the foregoing Amendment to a Master Deed bearing date on the 22nd day of March, 1974, acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and Notarial Seal this 28th day of March, 1974.

Mary R. Caldario
Notary Public

My Commission Expires: 8-1-76



CONCEPT OF CONDOMINIUM OWNERSHIP

Under the condominium concept of ownership, each unit in a multiple unit building or community may be owned by a different owner. In addition to his unit, each owner also owns, in common with all other owners of units, common elements of the project including, in most instances, the land, parking facilities, stairs and elevators, lobbies, supporting walls, utility lines, pipes, etc.

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The By-Laws in Article VIII provide for appointment of a professional manager by the Council of Co-Owners. The initial Board of Directors has appointed Arpad Domyan, one of the developing partners to manage the project under a contract to be effective when the first unit is conveyed to a purchaser. This contract expires at the end of one year.

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NOTICE

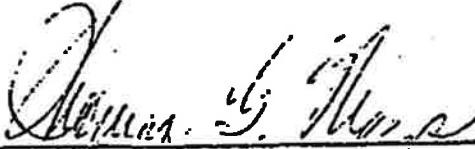
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Signed this 8th day of March, 1974, for the Virginia Real Estate Commission by:


Albert W. Highsmith, Commissioner

CERTIFICATION

I have reviewed the information provided in the above FINAL REPORT on condominium project Alexandria Knolls West Condominium Homes and believe it to be correct.


Attorney for Developer (Date) March 9 1974

THIS AMENDMENT to a MASTER DEED, made this 22nd day of March, 1974, by ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a Limited Partnership, organized and existing under the laws of the State of Virginia, hereinafter called the "Owner"; ALEXANDRIA NATIONAL BANK OF NORTHERN VIRGINIA, successor by corporate amendment to Alexandria National Bank, Alexandria, Virginia, hereinafter called the "Trustee"; and UNION BANK, Los Angeles, California, hereinafter called the "Bank".

***** WITNESSETH *****

WHEREAS, the Owner has heretofore executed and recorded a Master Deed for Alexandria Knolls West Condominium Homes (the Condominium), said deed being dated February 14, 1974, and recorded in Deed Book 772, at Page 585, among the land records of the City of Alexandria, Virginia; and

WHEREAS, the Bank and the Trustee joined in the Master Deed as parties in interest as described in said Master Deed; and

WHEREAS, errors have been discovered in Schedule B attached to the Master Deed which sets forth the numbers of the units, the type and percentage of common interests, and

WHEREAS, the parties hereto are on the date hereof the only parties having an interest in the Condominium and the Master Deed; and

WHEREAS, the parties hereto desire to amend the Master Deed to correct the errors in Schedule B.

NOW, THEREFORE, the parties hereto do hereby amend the said Master Deed as follows:

(a) Delete Schedule B in its entirety.

(b) In its place and stead substitute Schedule B in its entirety as set forth in the substitute Schedule B attached hereto and made a part hereof as if set forth fully herein.

In all other respects the said Master Deed shall remain unchanged.

WITNESS the following signatures

ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY,
a limited partnership

By [Signature] (SEAL)
General Partner
By [Signature] (SEAL)
General Partner

ALEXANDRIA NATIONAL BANK OF NORTHERN VIRGINIA, successor by corporate merger to Alexandria National Bank, Trustee

By [Signature]
President

ATTEST:

[Signature]

UNION BANK

By [Signature]
Vice President

ATTEST:

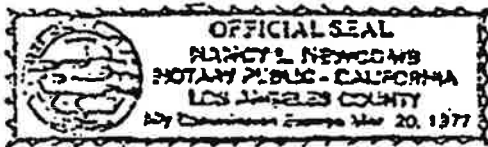
Frances A. Crawford
Operations Officer

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, to-wit:



I, the undersigned Notary Public in and for the County and State aforesaid, do certify that ARPAD DOMYAN and WALTER D. NEALE, General Partners of ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a Limited Partnership, whose names on behalf of said Partnership are signed to the foregoing and attached Amendment to a Master Deed, bearing date on the 22nd day of March, 1974, acknowledged the same before me as the act and deed of said Partnership, and made oath before me in my County and State aforesaid, that the said Amendment to a Master Deed is signed pursuant to due authority for the purpose therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of March, 1974.



Nancy L. Newcomb
Notary Public

My Commission Expires:

STATE OF VIRGINIA
CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public, in and for the City and State aforesaid, do certify that Harvey J. Tompkins Jr., Vice President of ALEXANDRIA NATIONAL BANK OF NORTHERN VIRGINIA, successor by corporate merger to Alexandria National Bank, Trustee, whose name is signed to the foregoing Amendment to a Master Deed bearing date on the 22nd day of March, 1974, acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 11th day of April, 1974.

Denise S. Thayer
Notary, Public

My Commission Expires:

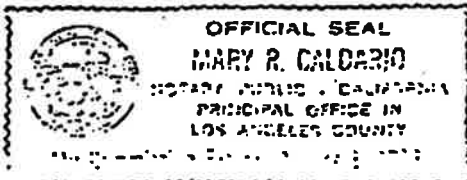
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, to-wit:

I, the undersigned Notary Public in and for the County and State aforesaid, do certify that Edward A. Harris, Vice President of UNION BANK, a California corporation, whose name is signed to the foregoing Amendment to a Master Deed bearing date on the 22nd day of March, 1974, acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and Notarial Seal this 28th day of March, 1974.

Mary R. Caldario
Notary Public

My Commission Expires: 8-1-76



ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

SCHEDULE B

<u>APARTMENT UNIT</u>	<u>TYPE AND NUMBER</u>	<u>PERCENTAGE OF COMMON INTERESTS EACH</u>
105E1 - 1205E1 1405E1 - 1705E1	2 Bedroom - 16	.0047
106E - 1206E 1406E - 1706E	2 Bedroom - 16	.0050
201D - 1201D 1401D - 1701D	2 Bedroom - 15	.0056
202D - 1202D 1402D - 1702D	2 Bedroom - 15	.0056
203B - 1203B 1403B - 1703B	2 Bedroom - 15	.0056
204B1 - 1204B1 1404B1 - 1704B1	2 Bedroom - 15	.0056
207B1 - 1207B1 1407B1 - 1707B1	2 Bedroom - 15	.0056
208B - 1208B 1408B - 1708B	2 Bedroom - 15	.0056
209A - 1209A 1409A - 1709A	2 Bedroom - 15	.0040
210A - 1210A 1410A - 1710A	1 Bedroom - 15	.0040
211C - 1211C 1411C - 1711C	2 Bedroom - 15	.0056
212C - 1212C 1412C - 1712C	2 Bedroom - 15	.0056
1801G - 1802G	3 Bedroom - Penthouse - 2	.0084
1803H1	2 Bedroom - Penthouse - 1	.0074
1804H	2 Bedroom - Penthouse - 1	.0074 .0079
1085F - 1806F	2 Bedroom - Penthouse - 2	.0074
1807J - 1808J	3 Bedroom - Penthouse - 2	.0078
		<u>100.9</u>

Master Deed

**MASTER DEED FOR HORIZONTAL PROPERTY REGIME
OF ALEXANDRIA KNOLLS WEST**

THIS MASTER DEED, Made this 14th day of February, 1974, by and between ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a Limited Partnership, organized and existing under the laws of the State of Virginia, sometimes herein called "Owner", party of the first part; Alexandria National Bank of Northern Virginia, successor by corporate amendment to ALEXANDRIA NATIONAL BANK, Alexandria, Virginia, Trustee, party of the second part; UNION BANK, Los Angeles, California, party of the third part; and BERNARD M. FAGELSON and ALBERT H. GRENADIER, Trustees, parties of the fourth part:

WITNESSETH:

WHEREAS, the party of the first part is the fee simple owner of certain real property situated in the City of Alexandria, Virginia, containing 9.6219 acres, more particularly described on Schedule "A" attached hereto and by this reference made a part hereof; and

WHEREAS, by Deed recorded in Deed Book 764 at page 107, among the land records of the City of Alexandria, Virginia, the above described property was conveyed to the parties of the second part in trust to secure the payment of an indebtedness to the parties of the third part; and

WHEREAS, the party of the third part joins herein to consent to the subjection of the real property securing its Deed of Trust to the horizontal property regime created by this Deed and to authorize the party of the second part to execute this Deed in its capacity as Trustee as aforesaid; and

WHEREAS, by Deed recorded in Deed Book 760, at page 523 among the aforesaid land records the above described property was conveyed to the parties of the fourth part to secure the payment of an indebtedness to certain parties named therein and under the terms of this Deed of Trust the parties of the fourth part were authorized to execute this Deed without the joinder of the note holders secured thereby and accordingly the parties of the fourth part join herein to consent to the subjection of the real property securing this Deed of Trust to the horizontal property regime created by this Deed.

WHEREAS, the parties of the first part desire to submit the aforesaid property, together with the improvements to be constructed thereon to a horizontal property regime as provided in the "Horizontal Property Act" as set forth in Chapter 4.1, Title 55, Code of Virginia, 1950, as amended and in effect on the date of this Deed, and to sell and convey apartment units as herein defined and as hereinafter described to various purchasers subject to the covenants, conditions and restrictions herein reserved to be kept and reserved.

NOW, THEREFORE, the parties hereto do hereby publish and declare that the certain property situate in the City of Alexandria, Virginia, and more particularly described in Schedule "A", hereto attached and made a part of, is hereby submitted to the regime established by the Horizontal Property Act to be henceforth known as ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES and is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of the property and the division thereof into apartments and common elements, and shall be deemed to run with the land and shall be a burden and a benefit to the parties hereto, their successors and assigns and any person acquiring or owning an interest in the property, the common elements and the apartments, the grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I - DEFINITIONS. Certain terms as used in this Deed shall be defined as follows, unless the context clearly indicates a different meaning:

a. The "Act" shall mean Chapter 4.1, Title 55, Code of Virginia, as amended, known as the "Horizontal Property Act", as amended, and in effect on the date of this Deed.

b. "Apartment" shall mean any one of the dwelling units described in Schedule "B", attached hereto and shall consist of (i) all the area within a living unit bounded by the undecorated or unfinished surfaces of the perimeter walls or interior load bearing walls, the unfinished floors and ceilings surrounding each unit and also shall include all the walls and partitions which are not loadbearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings, the balcony, if any, the windows, entrance doors, balcony doors and balcony railings. The undecorated or unfinished surfaces are defined as the top surface of the undecorated concrete floor slab, the bottom surface of the concrete ceiling slab, and the vertical plane contiguous to the outermost surface of the plasterboard on the perimeter walls. The perimeter on the balcony wall shall be the vertical plane that intersects the outermost projections of the balcony; (ii) one parking stall or space for one automobile without the parking garage designated for use of the owner of the apartment; (iii) all appliances and machinery exclusively appurtenant to the apartment; (iv) the storage area located on the first floor of the building which has the same number as the apartment unit; (v) spaces in parking garages as designated on the plat attached to be sold to the Co-Owners.

c. Board - Board of Directors of the Council of Co-Owners.

d. Common Elements - all of the project not a part of an apartment described in the preceding subparagraph, including certain storage areas on ground floor to be assigned to the units which shall be limited common elements.

e. Common Interests - the interest of all the Co-Owners in the common elements.

f. Co-Owner – person, firm corporation, partnership, association, trust or other legal entity, or any combination thereof who owns an apartment or apartments as above defined.

g. Council of Co-Owners – all of the Co-Owners as that term is defined in the immediately preceding subparagraph.

h. Developer – ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, or its successors in interest.

i. Master Deed – this deed establishing the horizontal property regime.

j. Mortgage – also includes Deeds of Trust.

k. Plat – the plat prepared by Walter L. Phillips, C.L.S. dated and recorded herewith, showing the property and all improvements thereon as divided into common elements and apartments.

l. Project – all improvements and structures located on the property.

m. Property – the land on which the project is located.

ARTICLE II – COMPLIANCE WITH MASTER DEED, BY-LAWS AND DECISIONS. All apartment owners, their tenants, families, servants and guests, and any other person who may in any manner use the Project or any part thereof, shall be bound by and comply strictly with the provisions of this Master Deed, the By-Laws of the Council and all agreements, decisions and determinations of the Council, as lawfully made or amended from time to time, and failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, maintainable by the Managing Agent or Board on behalf of the Council, or, in a proper case, by an aggrieved apartment owner.

ARTICLE III – EASEMENTS. In addition to any exclusive easements hereby established in the common elements, the apartments and common elements shall also have and be subject to the following easements:

a. Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for, and support, maintenance and repair of such apartment; in the common elements for use according to their respective purposes, and in all other apartments and common elements of the building or structure for support.

b. If any portion of an apartment unit or common elements encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the structure is partially or totally destroyed, and then rebuilt, encroachments or parts of the apartment units or common elements as aforesaid due to construction, shall be permitted, and a valid easement for said encroachments thereon and the maintenance thereof shall exist. An easement is reserved for any encroachments within the above described areas, due to variances in construction or settling of the building causing changes in the as-built structure of this condominium.

c. The Council Owners shall have the right, to be exercised by its Board of Directors or the Managing Agent, to enter any apartment, including the parking space, and the limited common elements from time to time during reasonable hours as may be necessary for the operation of the project or for making emergency repairs therein necessary to prevent damage to any apartments or common elements.

ARTICLE IV – ALTERATION AND TRANSFER OF INTERESTS. The common interest and easements appurtenant to each apartment shall have a permanent character and shall not be altered without the consent of all the apartment owners affected, expressed in an amendment to this Master Deed duly recorded. The common interest and easements shall not be separated from the apartment to which they appertain and shall be deemed to be conveyed, lease or encumbered with such apartment even though such interest or easements are not expressly mentioned or described in the conveyance or other instrument.

ARTICLE V – PARTITION. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

ARTICLE VI – USE. All apartments of the project shall be used only for residential purposes and other uses that are permitted by the Council.

ARTICLE VII – COUNCIL OF OWNERS: Administration of the Project shall be vested in its Council Owners, hereinafter called the "Council", consisting of all apartment owners of the project in accordance with the By-Laws of the Association attached hereto and made a part hereof as Exhibit "C". The owner of any apartment upon acquiring title thereto shall automatically become a member of the Council and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason, at which time his membership in the Council shall automatically cease; provided, however, that to such extent and for such purposes, including the exercise of voting rights, as may be provided by unit sub-lease of any apartment filed with the Board of Directors of the Council, the lessee of such apartment shall be deemed to be the owner thereof.

ARTICLE VIII – MANAGING AGENT. Operation of the Project may be conducted for the Council by a responsible Managing Agent who shall be appointed by the Council in accordance with the By-Laws. The Managing Agent is hereby

authorized to receive service of legal process in all cases provided in said Horizontal Property Act.

ARTICLE IX — ADMINISTRATION OF THE PROJECT. Operation of the project and maintenance, repair, replacement and restoration of the common elements, and any additions and alterations thereto, shall be in accordance with the provisions of said Horizontal Property Act, this Master Deed and the By-Laws of the Council, and specifically but without limitation, the Council shall:

a. Maintain and repair all fences, sewers, drains, roads, curbs, sidewalks, garages and parking areas which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the Project or any part thereof.

b. Keep all common elements of the Project in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any government authority for the time being applicable to the Project or the use thereof.

c. Well and substantially repair, maintain, amend and keep all common elements of the Project, including without limitation, the buildings, garages, yards and parking area thereof, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided herein, and maintain and keep said land and all adjacent land between any street boundary of the Project and the established curb or street line in a neat and attractive condition and all trees, shrubs and grass thereon in good cultivation and replant the same as may be necessary, and repair and make good all defects in the common elements of the Project herein required to be repaired by the Council, of which notice shall be given by any owner or his agent, within thirty (30) days after the giving of such notice.

d. Before commencing or permitting construction of any improvement on the Project, obtain from the Contractor to perform such work and deposit with the Council a bond or certificate thereof naming as obligees the Council and collectively all other apartment owners as their interest may appear, in a penal sum equal to 100% of the estimated cost of such construction and with surety, guaranteeing completion of such construction free and clear of all mechanics' and materialmen's liens.

e. Observe any setback lines affecting the Project as shown on the plat herein mentioned in the description thereof, and not erect, place or maintain any building or structure whatsoever except approved fences or walls between any street boundary of the Project and the setback line along such boundary.

f. Not erect or place on the Project any building or structure including fences and walls, nor make additions or structural alterations to or exterior changes of any common elements of the Project, nor place or maintain thereon any signs or bills visible outside of the Project, except in accordance with plans and specifications including detailed plot plan prepared by a licensed architect or registered engineer, if so required by the Council, first approved in writing by the Council, and also approved by a majority of the Council (or such larger percentage required by law or this Master Deed) including all owners of apartments thereby directly affected, and complete any such improvements diligently after the commencement thereof.

g. Not make or suffer any strip or waste or unlawful, improper or offensive use of the Project.

h. Keep in full force and effect at all times an elevator contract covering the maintenance and replacement of parts for the elevator(s) and its related equipment or if such contract is allowed to expire, shall accrue to the maintenance reserve fund such additional amount as shall be sufficient to provide for deferred maintenance and future replacement of such elevator parts and related equipment.

ARTICLE X — COMMON EXPENSES. All charges, costs and expenses whatsoever incurred by the Council for or in connection with the administration of the Project, including without limitation thereof operation of the Project and maintenance, repair, replacement, and restoration of the common elements, any additions and alterations thereto, all labor, services, materials, supplies and equipment therefor, all liability whatsoever for loss or damage arising out of or in connection with the common elements, or any accident or fire on the common elements or any nuisance thereon, and all premiums for hazard and liability insurance herein required with respect to the Project, shall constitute common expenses of the Project for their respective proportionate shares of which the apartment owners shall be severally liable.

ARTICLE XI — WAIVER OF USE OF COMMON ELEMENTS. No apartment owner may except himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his apartment.

ARTICLE XII — ACQUISITION BY FORECLOSURE. Where the mortgagee of a mortgage of record or other purchaser of any apartment obtains title to such apartment as a result of foreclosure of the mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Council chargeable to such apartment which became due prior to the acquisition of title to such apartment by such acquirer. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectable from all of the appurtenant owners including such acquirer, his successors and assigns.

ARTICLE XIII — LIEN FOR COMMON EXPENSES.

a. The amount so levied and assessed against each co-owner, together with interest from the due date of such assessments, and costs including reasonable attorney's fees, shall constitute a lien against each apartment from the date of

assessment until the date of full payment. At the option of the Board of Directors, said amount may be made payable in monthly or other convenient installments.

b. The liens created pursuant to the immediately preceding subparagraph a., upon any apartment shall only be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any first deed of trust (meaning a deed of trust with first priority over all other deeds of trust encumbering such apartment), made in good faith and for value. After the foreclosure of any such first deed of trust, there shall be a lien created pursuant to the immediately preceding subparagraph a., on the excess proceeds of the foreclosure sale for all assessments prior to foreclosure and on the interest of the purchaser at such foreclosure sale to secure all assessments assessed hereunder to such purchaser as a co-owner after the date of such foreclosure sale, which said lien, if any is claimed, shall have the same effect and be enforced in the same manner as provided herein. By subordination agreement executed by the person or persons authorized by the By-Laws pursuant to a vote of not less than a majority of the co-owners, the benefits of this subparagraph b., may be extended to liens not otherwise entitled thereto, but shall not affect the priority of the lien of any first mortgage.

c. Upon the voluntary sale or conveyance of an apartment, as hereinafter provided, there shall be paid or provided from the sale proceeds, or by the grantee, an amount sufficient to satisfy any unpaid portion of assessments due and payable as of the date of conveyance. Any purchaser, or lender in connection with any such sale or conveyance shall be entitled to a statement furnished by the Manager, as identified in the By-Laws, or by the Board of Directors, setting forth in detail the amount of any unpaid assessment owned by the seller, or borrower, and such purchaser or lender shall be entitled to rely on such statement and shall have no liability for, nor shall the apartment be encumbered with an amount of unpaid assessments greater than that shown in said statement.

ARTICLE XIV - DEFAULT IN PAYMENT. In the event of default in the payment of any one or more installments of the assessments established for the payment of Common Expenses, the Board of Directors may declare any remaining balance of said lien at once due and payable. The Board of Directors shall have the right and duty to take all appropriate actions and steps to collect any assessments which shall remain unpaid for a period of more than thirty (30) days from the due date thereof. The Board of Directors may institute a suit to recover a money judgment for the same, together with interest thereon and reasonable expenses of collection, including attorney's fees, without foreclosing or waiving the lien hereinbefore provided.

ARTICLE XV - LIEN ENFORCEMENT. The lien for unpaid assessments may be forced and foreclosed in such manner as may from time to time be provided by the laws of the Commonwealth of Virginia, for the foreclosure of deeds of trust. Additionally, each co-owner, by the act of acquisition of an apartment in the project, irrevocably agrees as follows:

a. That the acquired apartment is impressed, not only with the aforesaid lien, but, as well, with a continuing trust for the purpose of enforcing and foreclosing the same;

b. That the persons who shall be serving from time to time as president and vice president of the Council of Co-Owners shall likewise, during the terms of office, constitute the acting and qualified trustees of said trust;

c. That, in the event of a default in the payment of any such unpaid assessment, and the continuation of such default for a period of thirty (30) days, the Trustees shall have the right and power to enforce the lien therefor by selling the apartment at public auction for such price and upon such terms and after such advertisement in a newspaper of general circulation in the City of Alexandria, Virginia, and, if the trustees so determine, such other advertisement, as the trustees shall deem advantageous and proper;

d. That the trustees shall have the right and power at such sale to convey the said apartment in fee simple to a purchaser or purchasers thereof free and clear of any lien for unpaid assessments and to apply the proceeds in payment of (i) all proper costs, charges and expenses of said proceedings, (ii) in discharge of any then unpaid and due and payable general or special assessments for real estate taxes, (iii) in payment of the lien for unpaid assessments plus interest, (iv) in payment and discharge of any deeds of trust, mortgages, or other encumbrances to which the lien for unpaid assessments is senior in priority, and (v) to remit to the former owner of such apartment any remaining balance; that the Board of Directors may purchase such unit at the public auction for the benefit and interest of the Council of Co-Owners; that the defaulting co-owner waives any notice to quit that may be required by the laws of the Commonwealth of Virginia, and shall quit and surrender the apartment not later than the day set for this sale; that, if and to the extent permitted by the terms of any first trust, as hereinabove defined, said apartment may be sold on terms requiring the purchaser at said foreclosure sale to assure and agree to pay the obligations secured by the first trust.

ARTICLE XVI - INSURANCE.

a. The Council of Co-Owners, for the benefit of each apartment and each co-owner, shall, as a common expense (to be apportioned among and assessed to each of the co-owners as hereinafter provided) obtain and maintain at all times, in single or concurrent policies, insurance against:

(i) Loss by fire, with endorsement for extended coverage and additional extended coverage, for the full insurance replacement value (to be determined by a qualified appraiser appointed from time to time by the Council of Co-Owners for such purpose) of the apartments and the general common elements, or such other fire and casualty insurance as the Council of Co-Owners, or its delegate, shall determine give substantially equal or greater protection to the co-owners, containing a "condominium property endorsement" on the FIRAA form, March, 1966, or as the same may hereafter be amended for each co-owner and the mortgagee of such co-owner; and

(ii) Any liability on the part of the Council of Co-Owners, its delegate and each of the co-owners against liability to the public or to any co-owner, their invitees or tenants, incident to the ownership and/or of the general common elements, and including the personal liability exposure of the co-owners, with limits of liability of not less than One Million Dollars (\$1,000,000.00) for any person injured, for any one accident, and not less than One Million Dollars (\$1,000,000.00) for property damage for each occurrence (such limits and coverage to be revised at least annually by the Council of Co-Owners and increased in its discretion) which said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the right of the named insured under the policy or policies shall not be prejudiced as respects his, her, its or their action against another named insured; and

(iii) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

The premiums for, or the portion of a premium attributable to, the insurance coverage referred to in clause (i) of this paragraph shall, notwithstanding any other provisions of this Master Deed as to Common Expenses, be apportioned among and assessed to each of the co-owners in the ratio that the full insurable replacement value of his apartment bears to such value for all apartments and the general common elements determined by the appraiser hereinabove referred to. The premiums, or the portion of a premium attributable to the insurance coverage referred to in clauses (ii) and (iii) of this paragraph shall be apportioned equally and assessed in the same manner as all other common expenses as hereinelsewhere provided.

b. The insurance to be obtained pursuant to the preceding subparagraph shall be governed by the following provisions:

(i) All policies shall be written with a company licensed to do business in the State of Virginia and holding a rating of "A" or better;

(ii) Exclusive authority to adjust losses under policies hereafter enforced shall be vested in the Council of Co-Owners or its delegate; PROVIDED, HOWEVER, that no adjustment shall be deemed binding until concurred in by any mortgagee affected thereby; and

(iii) In no event shall the insurance coverage obtained and maintained by the Council of Co-Owners hereunder be brought into contribution with insurance purchased by individual co-owners, or their mortgagees; and

(iv) Each co-owner may obtain additional insurance at his own expense; PROVIDED, HOWEVER, that no co-owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Council of Co-Owners, in behalf of all the co-owners, may realize under any insurance policy which the Council of Co-Owners may force on the Project at any particular time; and

(v) Each co-owner shall be required to notify the Council of Co-Owners or its delegate of all improvements made by the co-owner to his apartment, the value of which is in excess of One Thousand Dollars (\$1,000.00); and

(vi) Any co-owner who obtains individual insurance policies covering any portion of the Project other than personal property belonging to such co-owner, shall be required to file a copy of such individual policy or policies with the Council of Co-Owners or its delegate within thirty (30) days after purchase of such insurance and such policies shall meet the minimum limits requirements as outlined in Article XVI (a), (i) Article XVI (a), (ii); and

(vii) The insurer shall, in such policy or policies, waive subrogation as to any claims against the Council of Co-Owners, its delegate, the co-owners and their respective servants, agents and guests; and

(viii) That said policy or policies so obtained by the Council of Co-Owners cannot be cancelled, invalidated or suspended on account of the conduct of any one or more of the individual co-owners; and

(ix) That said policy or policies so procured by the Council of Co-Owners cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Council of Co-Owners, or of its delegate, without a prior demand in writing that the Council of Co-Owners or delegate cure the defect.

(x) That said policy or policies so procured by the Council of Co-Owners shall provide that they may not be cancelled or substantially modified without at least ten days prior written notice to all of the insureds, including all mortgagees of apartments. Duplicate originals of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all such mortgagees at least ten days prior to expiration of their current policies.

c. The Board of Directors shall designate any bank, trust company, savings and loan association, building loan association, or any institutional lender authorized to do business in the State of Virginia as the Insurance Trustee. The Board of Directors shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a common expense of the Project. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor for 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 this Master Deed and the By-Laws, for the benefit of the Owners of the Units and their respective mortgagees.

d. Except as hereinafter provided, the Insurance Trustee named in the Condominium Property Endorsement shall receive and hold the amount payable under any of such policy or policies of casualty insurance and apply the same to the cost of reconstruction or repair of such damaged or destroyed apartment and the co-owner of such apartment unless otherwise provided by Council of Owners shall be obligated to commence, within sixty days from the date of such damage or destruction, the work of reconstructing or repairing such apartment according to substantially the same plans, specifications, design and total cubic area pursuant to which such apartment was originally constructed, subject to the prior written approval of the Board of Directors. The Insurance Trustee shall apply, make available and pay the amount received by it under such policy or policies to such co-owner for such reconstruction and repair, payment thereof to be made as the work progresses at such times, and upon compliance by such co-owners with such conditions as the Insurance Trustee shall impose in order to assure full restoration or repair of the damaged portions of such apartment in a workmanlike manner, free and clear of any mechanic's liens and any encumbrances, liens, claims or charges. If the cost of such reconstruction or repair shall exceed the amount paid to the Insurance Trustee under the policy or policies as aforesaid, such excess shall be paid by the co-owner; PROVIDED, HOWEVER, that in the event two-thirds or more of the total number of apartments are substantially damaged or destroyed, a decision not to reconstruct or repair such damaged or destroyed apartments may be made within sixty days of the date of such damage or destruction by the vote of at least two-thirds of the co-owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, and in such event the Horizontal Property Regime shall be considered to be terminated and the property shall be owned as hereinafter provided in the case of termination. If less than two-thirds of the total number of apartments are damaged or destroyed, or if a decision not to reconstruct or rebuild damaged or destroyed apartments is not made as aforesaid, it shall be mandatory that such apartments be repaired and restored as aforesaid.

ARTICLE XVII – UNINSURED CASUALTY. In case at any time or times any improvements of the Project shall be substantially damaged or destroyed by any casualty not insured against, whether to rebuild, repair or restore such improvements, shall be determined by affirmative vote of seventy-five percent (75%) of the apartment owners. Any such approved restoration of the common elements shall be completed diligently by the Council at its common expense, and the apartment owners shall be solely responsible for any restoration of their respective apartments so damaged or destroyed. Unless such restoration is undertaken within a reasonable time after such casualty, the Council at its common expense, shall remove all remains of improvements so damaged or destroyed and restore the site thereof to good orderly condition and grade.

ARTICLE XVIII – MAINTENANCE RESERVE FUND. The Board shall establish and maintain a Maintenance Reserve Fund by the assessment of and payment by all the apartment owners in periodic installments of their respective proportionate shares of such reasonable annual amount as the Board may estimate as adequate to provide for utilities, insurance, maintenance, and repair of the common elements, and other expenses of administration of the Project, which shall be deemed conclusively to be a common expense of the Project. The Board may include reserve for contingencies in such assessments, and such assessment may from time to time be increased or reduced at the discretion of the Board. The proportionate interest of each apartment owner in said Fund cannot be withdrawn or separately assigned, but shall be deemed to be transferred with such apartment even though not expressly mentioned or described in the conveyance thereof. In case the horizontal property regime hereby created shall be terminated or waived, any part of the said Fund remaining after full payment of all common expenses of the Council, shall be distributed to all apartment owners in their respective proportionate shares except for the owners of any apartments then reconstituted as a new horizontal property regime.

ARTICLE XIX – ALTERATION OF PROJECT. Restoration or replacement of the Project or any building thereof or construction of any additional building or structural alteration or addition to any building, different in any material respect from said condominium Plat of the Project, shall be undertaken by the Council or any apartment owners only pursuant to an amendment of this Master Deed, duly executed by or pursuant to an affirmative vote of seventy-five percent (75%) of the apartment owners and accompanied by the written consent of the holder of all liens affecting any of the apartments, and in accordance with complete plans and specifications therefor first approved in writing by the Board, and promptly upon completion of such restoration, replacement or construction, the Council shall duly record such amendment in said Clerk's Office, together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer.

ARTICLE XX – CONDEMNATION. In case at any time or times the Project or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of land and improvements shall be payable to the Board as trustee for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interest and shall be used promptly by the Council to the extent necessary for restoring or replacing such improvements on the remaining land according to plans therefor first approved as herein provided; provided, however, that in case only part of the Project shall be so taken or condemned thereby rendering the remaining land and improvements unsuitable for the multifamily residential purposes of the project, then the Council shall remove all remains of buildings and restore said land to good orderly condition and even grade.

ARTICLE XXI – WAIVER OF REGIME. Upon the vote of all of the co-owners the horizontal property hereby established, may be waived pursuant to the provisions of Section 55-79.9 of the Act as now constituted or as the same may hereafter be amended by a certificate to that effect duly recorded in the office of the Clerk of the Circuit Court of the City of Alexandria on terms and conditions which each of the co-owners and the mortgagees shall agree upon. In such event, the co-owners shall own the Project as tenants in common in undivided shares and the holders of the mortgages and liens against the apartment or apartment formerly owned by such co-owners, shall have mortgages and liens upon the respective undivided interest of the co-owners in the Project subject to the lease. All funds and other assets held by the Council of Owners shall be and continue to be held for the co-owners in undivided shares. Following such termination, the Project, except for such parts

thereof as shall have become the exclusive property of each co-owner, may be partitioned and sold upon the application of any co-owner.

ARTICLE XXII – AMENDMENT OF MASTER DEED. Except as otherwise provided herein or in said Horizontal Property Act, this Master Deed may be amended by an affirmative vote of seventy-five percent (75%) of the apartment owners, and consent of their respective mortgagees, if any, effective only upon the recording of an instrument setting forth such an amendment and vote duly executed by such owners or by the proper officers of the Council and the owner. The term "majority" or "majority of apartment owners" herein means the owners of the apartments to which are appurtenant more than fifty percent (50%) of the common interest, and any specified percentage of the apartment owners means the owners of apartments to which are appurtenant such percentage of the common interests.

ARTICLE XXIII – LIMITATIONS ON SALE AND LEASE.

a. In the event any co-owner (other than Developer) of an apartment unit shall wish to sell or lease the same, and shall have received a bona fide offer therefor from a prospective purchaser or tenant, the Council of Co-Owners, or their delegate as provided by the By-Laws, shall be given written notice thereof together with an executed copy of such offer and the terms thereof. The remaining co-owners, through their designee, corporate or otherwise, shall have the right to purchase or lease the subject unit upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase or lease is given to the selling or leasing co-owner, and a matching down-payment or deposit is provided to the selling or leasing co-owner during the 5-day period immediately following the delivery of the notice of the bona fide offer and copies thereof as hereinabove provided. Any unit purchased pursuant to this paragraph shall be deemed to be held by such designee on behalf of all co-owners in proportion to their respective percentage interest.

In the event any co-owner shall attempt to sell or lease his unit without affording the Council of Co-Owners the right of first refusal herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee. The subleasing, assignment of lease and any other disposition of an interest in a unit shall be subject to the same limitations as in this section provided, but in no case shall the right of first refusal reserved herein affect the right of any co-owner to subject his apartment to a deed of trust, mortgage or other security instrument: PROVIDED, HOWEVER, that any purchaser at any sale or foreclosure under such deed of trust, mortgage or other security instrument shall be subject to the provisions of this section as shall any party secured by such deed of trust, mortgage or security instrument taking delivery of a deed from any co-owner in lieu of such foreclosure.

The failure or refusal by the Council of Co-Owners to exercise the right granted by this section shall not constitute or be deemed to be a waiver of such right when any co-owner receives any subsequent bona fide offer to purchase or lease.

The provisions of this section shall not affect the transfer of any co-owner's interest in an apartment by survivorship to a co-owner of a deceased co-owner, to a devisee by Will or to his heirs-at-law under the laws of distribution applicable to cases of intestacy, nor the transfer of any interest in an apartment by Developer.

b. No apartment or any interest therein shall be sold or leased, used or occupied, to or by any person having or enjoying immunity in her person, goods, or chattels from suit or prosecution in any court of the United States, or of a state, under the law of nations or the provisions of Chapter 6, Title 22, United States Code, in effect on the date hereof or as the same may subsequently be amended, and any sale or lease in violation of this paragraph shall be wholly null and void and shall confer no title or interest on the intended purchaser or lessee. The Council of Co-Owners may, by legal or equitable process, enforce the provisions hereof with respect to use and occupancy.

ARTICLE XXIV – LIMITATION ON EFFECT OF DEED. Nothing herein contained shall be deemed:

a. to affect in any way whatsoever the right of the Developer, its successors or assigns to change the location, design, method of construction, grade, elevation or any other part or feature of any apartment or of any appurtenance thereunto belonging prior to the conveyance thereof to a co-owner;

b. to impose upon the Developer, its successors or assigns, any obligation of any nature to any person to build, construct, or provide any apartment or any common element herein described unless such obligation shall be expressly undertaken by an agreement in writing signed by the party to be changed thereon.

ARTICLE XXV – In any event where construction is required or approved for alteration of additions to or reconstruction and repair of the common elements, or reconstruction and repair of an apartment unit due to casualty damage covered by insurance, where the cost of such construction exceeds the sum of \$10,000.00 in the opinion of an independent appraiser, the contract for such construction shall be let on a competitive bid-basis and the contract approved by the Board and the Insurance Trustee, when insurance policy proceeds are used.

ARTICLE XXVI – RIGHTS, ETC., NOT PROVIDED FOR.

The rights and obligations of any co-owner not otherwise herein or in the By-Laws specifically provided for, shall be determined pursuant to the provisions of the Horizontal Property Act, as amended, and in force on the date of the recordation of this Deed.

WITNESS the following signatures and seals:

ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY,
KNOLLS WEST DEVELOPMENT COMPANY, a limited
partnership

By *Arpad Domyan*
General Partner

By *Walter D. Neale*
General Partner



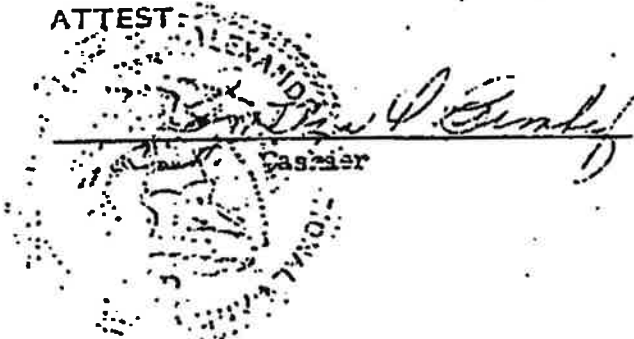
UNION BANK

ATTEST:

[Signature] By *[Signature]*

ALEXANDRIA NATIONAL BANK OF NORTHERN VIRGINIA, successor by
corporate amendment to ALEXANDRIA NATIONAL BANK, Trustee

ATTEST:



By *[Signature]*
President

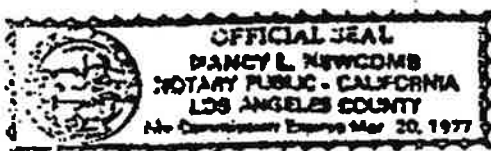
[Signature]
BERNARD M. FAGELSON, Trustee

[Signature]
ALBERT H. GRENADIER, Trustee

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, to-wit:

I, the undersigned Notary Public in and for the County and State aforesaid, do certify that WALTER D. NEALE and ARPAD DOMYAN, General Partners of ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a Limited Partnership, whose names on behalf of said Partnership are signed to the foregoing and attached Deed, bearing date on the 14th day of February, 1974, acknowledged the same before me as the act and deed of said Partnership, and made oath before me in my County and State aforesaid, that the said Deed is signed pursuant to due authority for the purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of February, 1974.



Nancy L. Newcomb
Notary Public

My Commission Expires:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, to-wit:

I, the undersigned Notary Public in and for the County and State aforesaid, do certify that Edward A. Harris, Vice President of UNION BANK OF CALIFORNIA, California Corporation, whose name is signed to the foregoing instrument bearing date on the 14th day of February, 1974, acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and Notarial Seal this 14th day of February, 1974.



Mary R. Caldario
Notary Public

My Commission Expires: 8-1-76

STATE OF VIRGINIA
CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public, in and for the City and State aforesaid, do certify that Harvey J. Tompkins, Jr., Vice-President, of Alexandria National Bank of Northern Virginia, successor by corporate amendment to ALEXANDRIA NATIONAL BANK, Trustee, whose name is signed to the foregoing Deed bearing date on the 14th day of February, 1974, acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 25th day of February, 1974.

Gene E. Tompkins, Jr.
Notary Public

My Commission Expires: 1-22-77

STATE OF VIRGINIA
CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public, in and for the City and State aforesaid, do certify that BERNARD M. FAGELSON and ALBERT H. GRENADIER, Trustees, whose names are signed to the foregoing Deed bearing date on the 14th day of February, 1974, acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 28th day of February, 1974.

Bernard M. Fagelson
Notary Public

My Commission Expires: April 24, 1977.

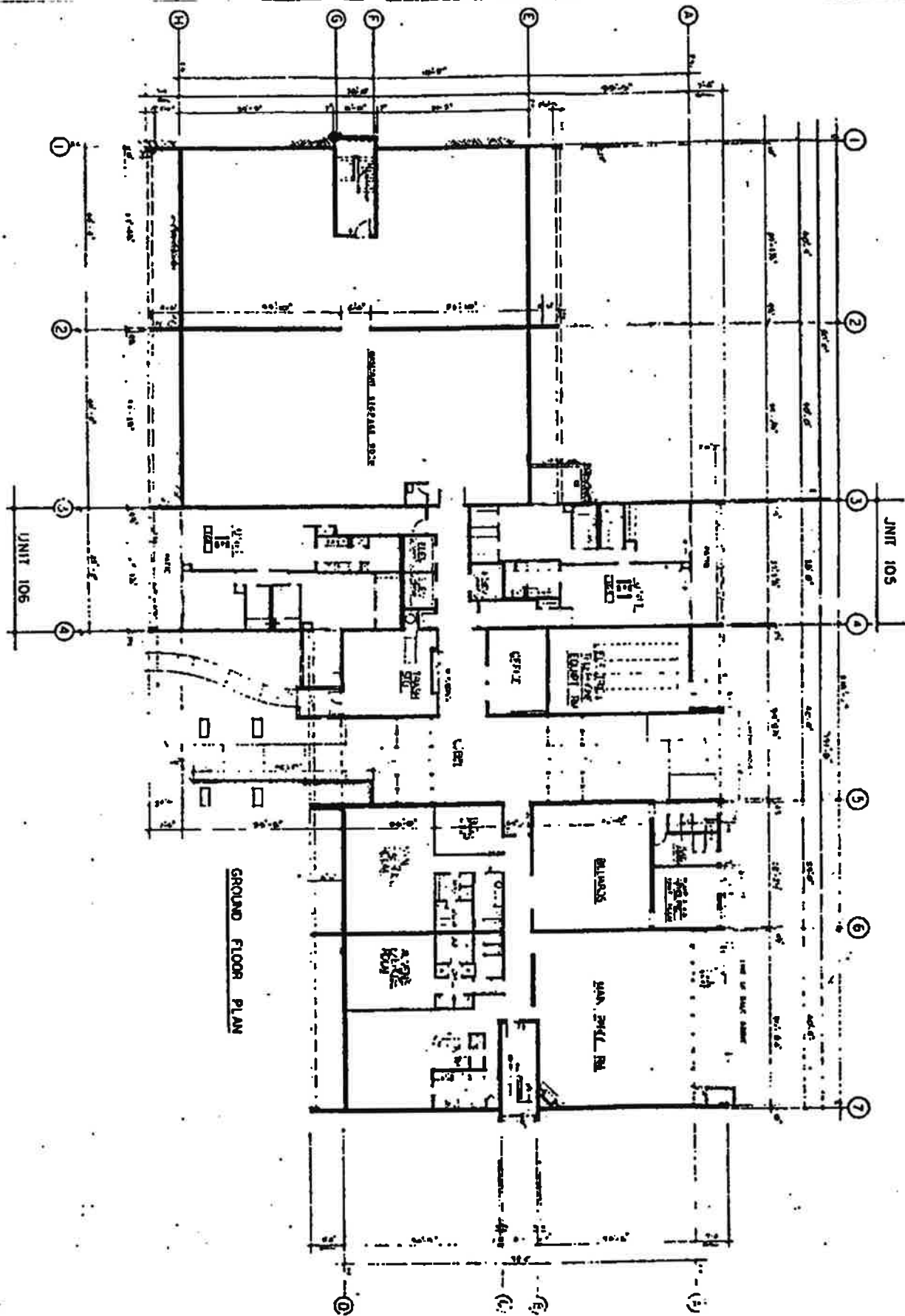


SCHEDULE A

DESCRIPTION OF THE PROPERTY OF ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

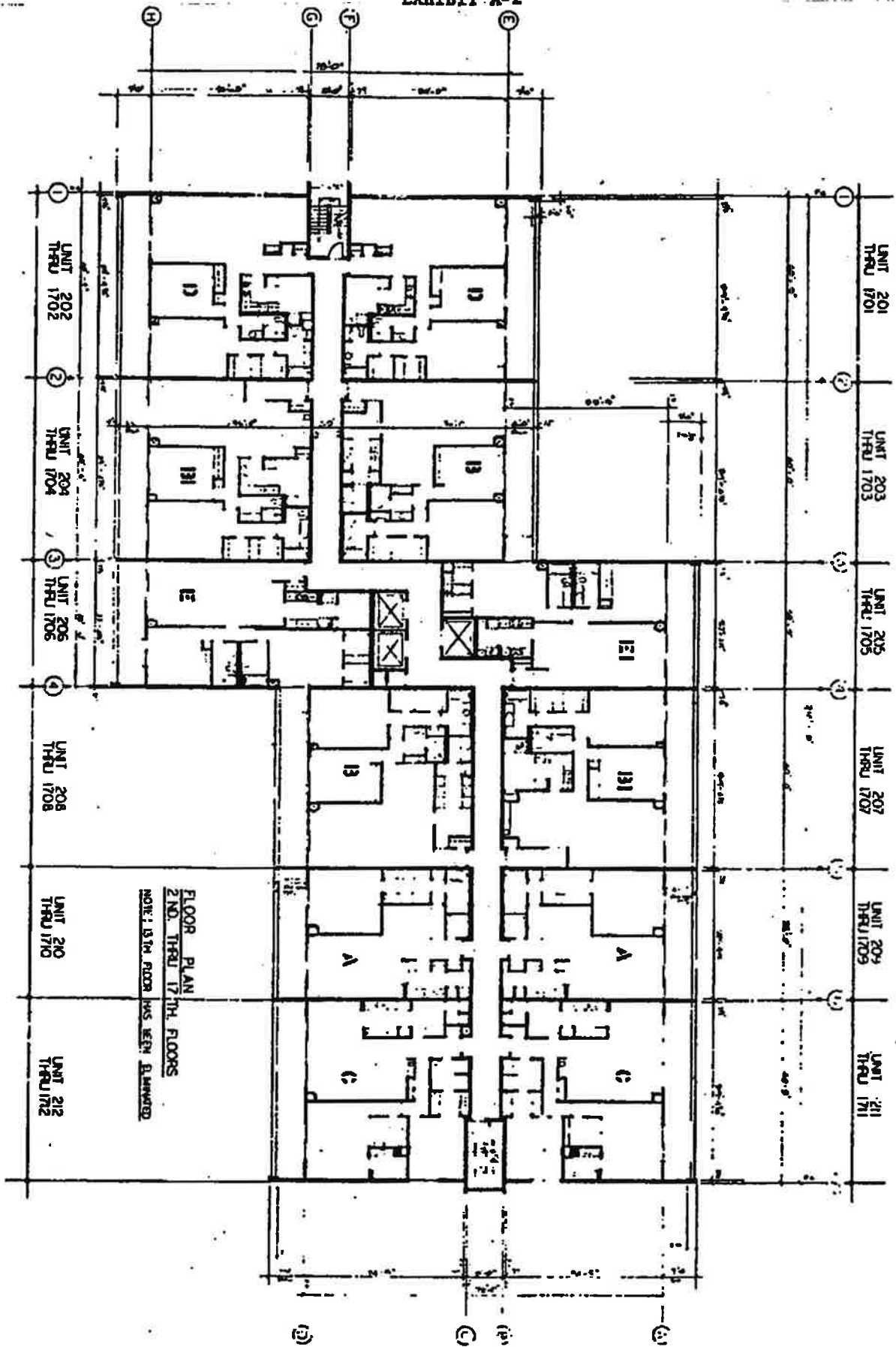
Beginning at an iron pipe found in the original north line of Edsall Road, said pipe marks the southwest corner of Maulden; thence with the said original north line of Edsall Road, N 81° 37' 40" W, 297.44 feet to an iron pipe found, said pipe marks the southeast corner of Landmark Palace Associates; thence with the east line of Landmark Palace Associates, N 3° 56' 23" W, 693.22 feet to an iron pipe set, said pipe marks the northeast corner of Landmark Palace Associates in the south line of Gelman; thence with the south line of Galman, S 87° 17' 04" E, 199.81 feet to an iron pipe found marking the northwest corner of Maulden in the south line of Gelman; thence with the west line of Maulden, S 11° 43' 49" E, 679.77 feet to the beginning and containing 3.6219 acres and as further described in the Plans attached as Schedules A-1 through A-8 attached hereto and made a part hereof.

ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES
EXHIBIT A-1



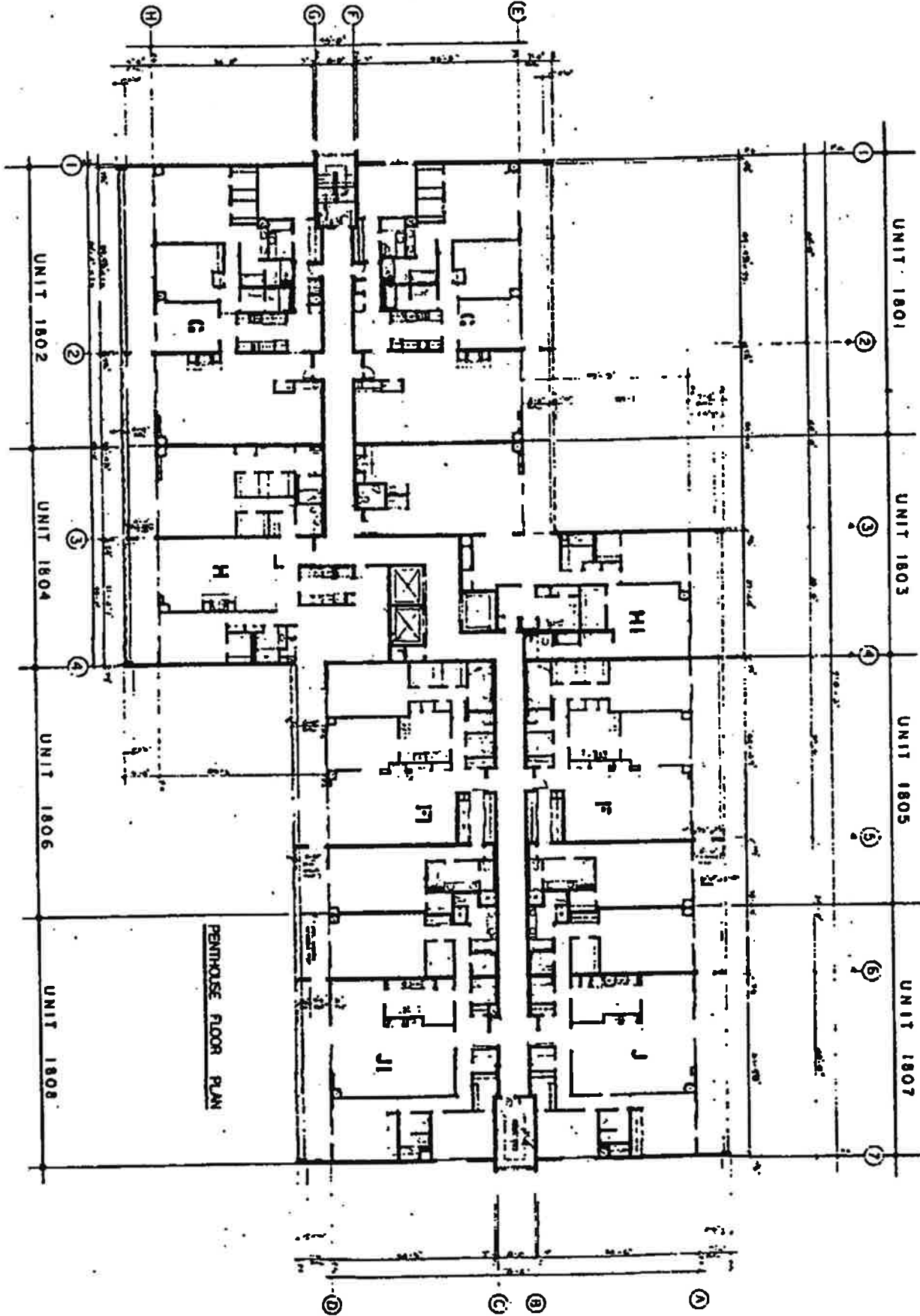
ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

EXHIBIT A-2



ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

EXHIBIT A-3



ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

EXHIBIT A-4

UNITS 2002-212		UNITS 201-211		TYPE OF UNIT
UNITS 2002-212	UNITS 201-211	2BR, 2BA	2BR, 2BA	2BR, 2BA (Townhome)
UNITS 302-312	UNITS 301-311	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 402-412	UNITS 401-411	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 502-512	UNITS 501-511	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 602-612	UNITS 601-611	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 702-712	UNITS 701-711	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 802-812	UNITS 801-811	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 902-912	UNITS 901-911	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 1002-1012	UNITS 1001-1011	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 1102-1112	UNITS 1101-1111	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 1202-1212	UNITS 1201-1211	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 1302-1312	UNITS 1301-1311	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 1402-1412	UNITS 1401-1411	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 1502-1512	UNITS 1501-1511	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 1602-1612	UNITS 1601-1611	2BR, 2BA	2BR, 2BA	2BR, 2BA
UNITS 1702-1712	UNITS 1701-1711	2BR, 2BA	2BR, 2BA	2BR, 2BA (Townhome)
UNITS 1802-1812	UNITS 1801-1807	2BR, 2BA	2BR, 2BA	2BR, 2BA (Townhome)

UNIT 2002-212
 UNIT 201-211
 UNIT 302-312
 UNIT 301-311
 UNIT 402-412
 UNIT 401-411
 UNIT 502-512
 UNIT 501-511
 UNIT 602-612
 UNIT 601-611
 UNIT 702-712
 UNIT 701-711
 UNIT 802-812
 UNIT 801-811
 UNIT 902-912
 UNIT 901-911
 UNIT 1002-1012
 UNIT 1001-1011
 UNIT 1102-1112
 UNIT 1101-1111
 UNIT 1202-1212
 UNIT 1201-1211
 UNIT 1302-1312
 UNIT 1301-1311
 UNIT 1402-1412
 UNIT 1401-1411
 UNIT 1502-1512
 UNIT 1501-1511
 UNIT 1602-1612
 UNIT 1601-1611
 UNIT 1702-1712
 UNIT 1701-1711
 UNIT 1802-1812
 UNIT 1801-1807

ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

EXHIBIT A-5

UNIT NO. (RESIDENT)	UNIT NO. (RESIDENT)	UNIT NO. (RESIDENT)	UNIT NO. (RESIDENT)	UNIT NO. (RESIDENT)	UNIT NO. (RESIDENT)	UNIT NO. (RESIDENT)	UNIT NO. (RESIDENT)	UNIT NO. (RESIDENT)	UNIT NO. (RESIDENT)	UNIT NO. (RESIDENT)	UNIT NO. (RESIDENT)	UNIT NO. (RESIDENT)
J UNIT - 2 BEDRM. 1807	A UNIT - 1 BEDRM 1709	F UNIT - 2 BEDRM 1805	D-1 UNIT - 2 BEDRM 1707	H-1 UNIT - 2 BEDRM 1803	B UNIT - 2 BEDRM. 1703	G UNIT - 3 BEDRM. 1801	E-1 UNIT - 2 BEDRM 1705	C UNIT - 2 BEDRM. 1711	I UNIT - 2 BEDRM 1809	Mech. Equip. Room	D UNIT - 2 BEDRM 1721	K UNIT - 2 BEDRM 1811
1611	1509	1607	1507	1605	1503	1601	1405	1509	1407	1505	1403	1501
1311	1209	1207	1107	1205	1103	1201	1105	1209	1107	1105	1103	1101
1011	909	1007	907	1005	903	1001	905	1009	907	905	903	901
811	709	807	707	805	703	801	705	809	707	705	703	701
611	509	607	507	605	503	601	505	609	507	505	503	501
411	409	407	307	405	303	401	305	409	307	305	303	301
211	209	207	105	205	103	201	105	209	107	105	103	101
MAIN PARTY ROOM	SHARED ROOM	ENTRANCE LOBBY	ELEC & TELE COMPT RM	MECH EQUIPT. ROOM	STORAGE	STORAGE						

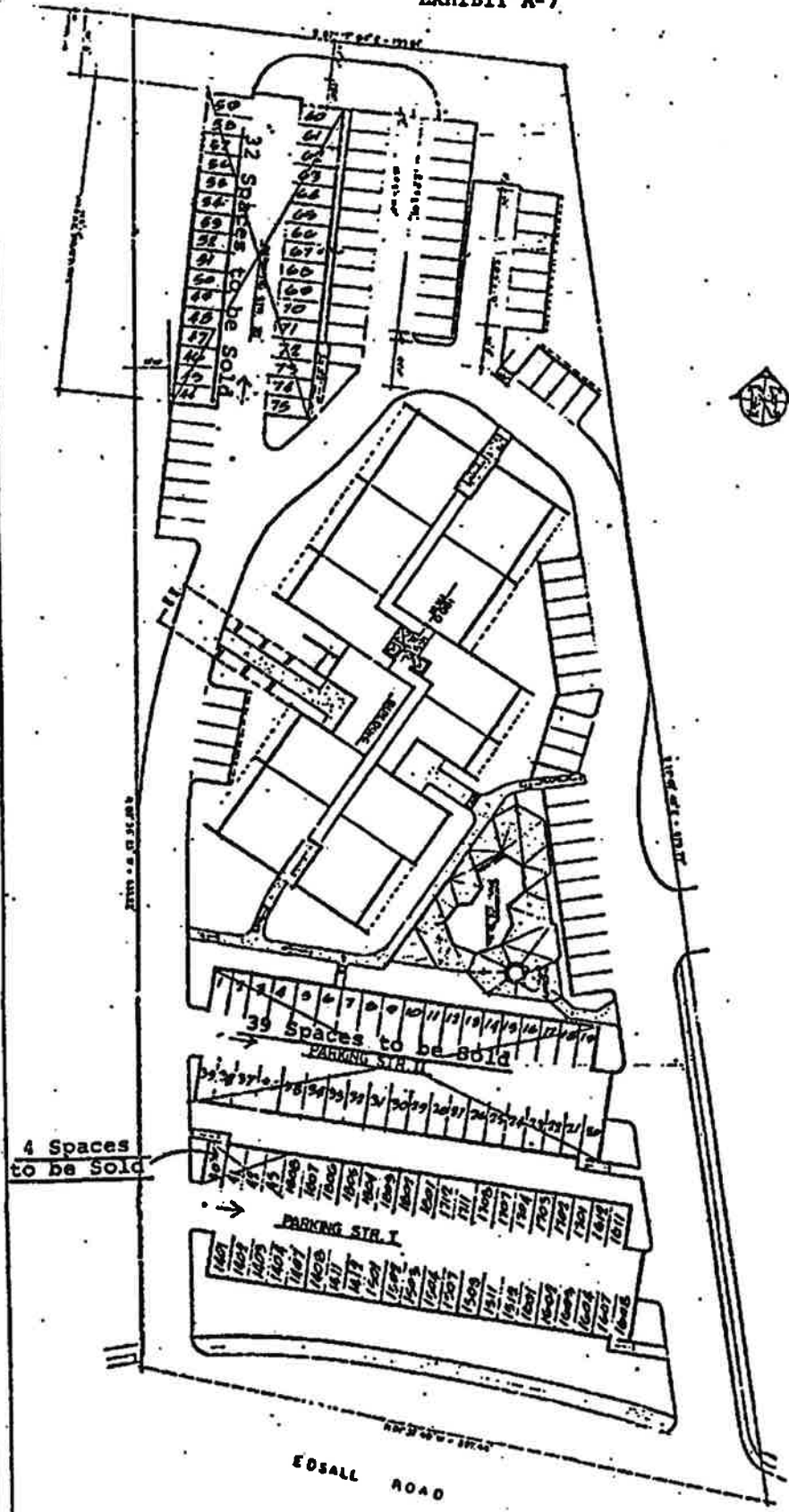
ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

EXHIBIT A-6

	MATCH EQUIP ROOM		E UNIT 2 BEDRM		F1 UNIT 2 BEDRM		A UNIT 1 BEDRM		J1 UNIT 2 BEDRM	
	B-1 UNIT 2 BEDRM	H UNIT 2 BEDRM	E UNIT 2 BEDRM	F1 UNIT 2 BEDRM	A UNIT 1 BEDRM	J1 UNIT 2 BEDRM	C UNIT 2 BEDRM			
G UNIT 3 BEDRM 1802			1806	1806		1808	1712			
D UNIT 2 BEDRM 1702	1704	1706	1708	1708	1710	1712				
1602	1604	1606	1608	1608	1610	1612				
1502	1504	1506	1508	1508	1510	1512				
1402	1404	1406	1408	1408	1410	1412				
1202	1204	1206	1208	1208	1210	1212				
1102	1104	1106	1108	1108	1110	1112				
1002	1004	1006	1008	1008	1010	1012				
902	904	906	908	908	910	912				
802	804	806	808	808	810	812				
702	704	706	708	708	710	712				
602	604	606	608	608	610	612				
502	504	506	508	508	510	512				
402	404	406	408	408	410	412				
302	304	306	308	308	310	312				
202	204	206	208	208	210	212				
STORAGE	STORAGE		106	TRASH STORAGE	ENTRANCE LOBBY	MILK REFRIG ROOM	WOMEN'S EXERCISE ROOM	BAR & LOUNGE		

ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

EXHIBIT A-7

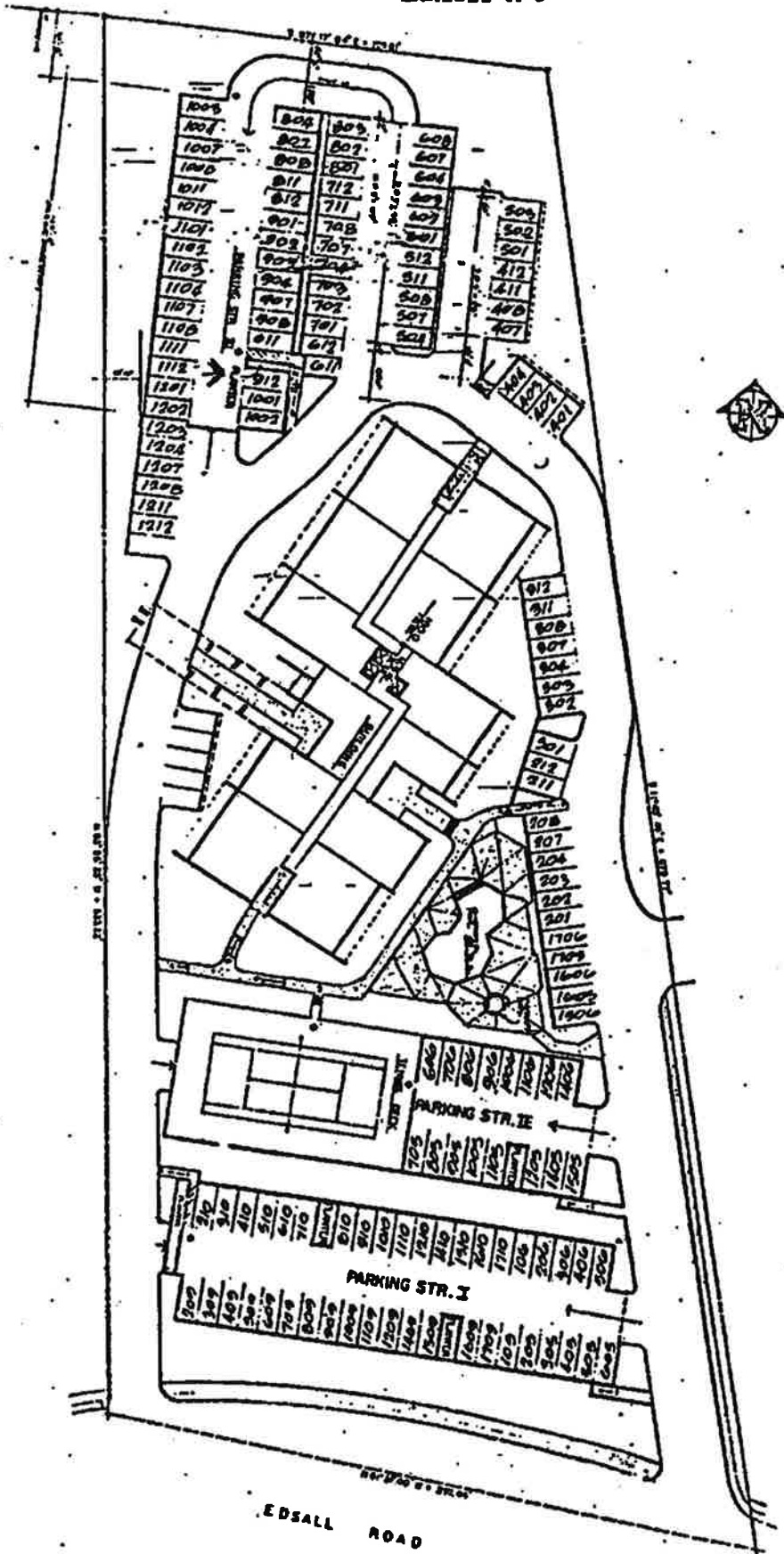


EDSALL ROAD

COVERED PARKING

ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

EXHIBIT A-8



ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

SCHEDULE B

<u>APARTMENT UNIT</u>	<u>TYPE & NUMBER</u>	<u>PERCENTAGE OF COMMON INTERESTS EACH</u>
105 E1 - 1605 E1	1 Bedroom - 16	.0047
106 E - 1606 E	2 Bedroom - 16	.0050
201 D - 1601 D	2 Bedroom - 15	.0056
202 D - 1602 D	2 Bedroom - 15	.0056
203 B - 1603 B	2 Bedroom - 15	.0056
204 B1 - 1604 B1	2 Bedroom - 15	.0056
207 B1 - 1607 B1	2 Bedroom - 15	.0056
208 B - 1608 B	2 Bedroom - 15	.0056
209 A1 - 1609 A1	1 Bedroom - 15	.0040
210 A - 1610 A	1 Bedroom - 15	.0040
211 C - 1611 C	2 Bedroom - 15	.0056
212 C - 1612 C	2 Bedroom - 15	.0056
1701 G - 1702 G	3 Bedroom - (Penthouse) 2	.0084
1703 H1	2 Bedroom - (Penthouse) 1	.0074
1704 H	2 Bedroom - (Penthouse) 1	.0079
1705 F - 1706 F	2 Bedroom - (Penthouse) 2	.0074
1707 J - 1708 J	2 Bedroom - (Penthouse) 2	.0078

Recorded April 12, 1974
Deed Book 775, Page 2
City of Alexandria, Virginia

THIS AMENDMENT to a MASTER DEED, made this 22nd day of March, 1974, by ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a Limited Partnership, organized and existing under the laws of the State of Virginia, hereinafter called the "Owner"; ALEXANDRIA NATIONAL BANK OF NORTHERN VIRGINIA, successor by corporate amendment to Alexandria National Bank, Alexandria, Virginia, hereinafter called the "Trustee"; and UNION BANK, Los Angeles, California, hereinafter called the "Bank".

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

WHEREAS, the Owner has heretofore executed and recorded a Master Deed for Alexandria Knolls West Condominium Homes (the Condominium), said deed being dated February 14, 1974 and recorded in Deed Book 772, at Page 585, among the land records of the City of Alexandria, Virginia; and

WHEREAS, the Bank and The Trustee joined in the Master Deed as parties in interest as described in said Master Deed; and

WHEREAS, errors have been discovered in Schedule B attached to the Master Deed which sets forth the numbers of the units, the type and percentage of common interests; and

WHEREAS, the parties hereto are on the date hereof the only parties having an interest in the Condominium and the Master Deed; and

WHEREAS, the parties hereto desire to amend the Master Deed to correct the errors in Schedule B.

NOW THEREFORE, the parties hereto do hereby amend the said Master Deed as follows:

- (a) Delete Schedule B in its entirety.
- (b) In its place and stead substitute Schedule B attached hereto and made a part hereof as if set forth fully herein.

In all other respects the said Master Deed shall remain unchanged.

WITNESS the following signatures

ALEXANDRIA KNOLLS WEST DEVELOPMENT
COMPANY, a limited partnership

By/s/ Arpad Doonan (SEAL)
General Partner

By/s/ Walter D. Neale (SEAL)
General Partner

ALEXANDRIA NATIONAL BANK OF NORTHERN
VIRGINIA, successor by corporate
amendment to Alexandria National Bank,
Trustee

By/s/ Harvey J. Tompkins Jr.
Vice President Vice President

ATTEST:

ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

SCHEDULE B

<u>APARTMENT UNIT</u>	<u>TYPE AND NUMBER</u>	<u>PERCENTAGE OF COMMON INTERESTS EACH</u>
105E1 = 1205E1 1406E = 1705E1	2 Bedroom - 16	.0047
106E = 1206E 1406E = 1706E	2 Bedroom - 16	.0050
201D = 1201D 1401D = 1701D	2 Bedroom - 15	.0056
202D = 1202D 1402D = 1702D	2 Bedroom - 15	.0056
203B = 1203B 1403B = 1703B	2 Bedroom - 15	.0056
204E1 = 1204E1 1404E1 = 1704E1	2 Bedroom - 15	.0056
207E1 = 1207E1 1407E1 = 1707E1	2 Bedroom - 15	.0056
208B = 1208B 1408B = 1708B	2 Bedroom - 15	.0056
209A = 1209A 1409A = 1709A	1 Bedroom - 15	.0040
210A = 1210A 1410A = 1710A	1 Bedroom - 15	.0040
211C = 1211C 1411C = 1711C	2 Bedroom - 15	.0056
212C = 1212C 1412C = 1712C	2 Bedroom - 15	.0056
1801G = 1802G	3 Bedroom - Penthouse - 2	.0084
1803H	2 Bedroom - Penthouse - 1	.0074
1804H	2 Bedroom - Penthouse - 1	.0074
1805 F = 1806F	2 Bedroom - Penthouse - 2	.0074
1807J = 1808J	3 Bedroom - Penthouse - 2	.0078

*Chas. Smith,
Notary Public
7-15-74*

5572

EM 786 731

THIS SECOND AMENDMENT to a MASTER DEED, made this 5th day of July, 1974, by ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a Limited Partnership organized and existing under the laws of the State of Virginia, hereinafter called the "Owner"; ALEXANDRIA NATIONAL BANK OF NORTHERN VIRGINIA, successor by corporate amendment to Alexandria National Bank, Alexandria, Virginia, hereinafter called the "Trustee"; and UNION BANK, Los Angeles, California, hereinafter called the "Bank".

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

WHEREAS, the Owner has heretofore executed and recorded a Master Deed for Alexandria Knolls West Condominium Homes (the "Condominium"), said deed being recorded in Deed Book 772, at Page 585, among the land records of the City of Alexandria, Virginia; and

WHEREAS, the said Master Deed was amended to correct certain errors in Schedule B of the said Master Deed. The Deed of Amendment was recorded in Deed Book 775, at Page 2, among the aforesaid City land records; and

WHEREAS, the Owner desires to further correct the said Schedule B to clarify the percentage of common interests and the numbering of certain apartment units; and

WHEREAS, the parties hereto are the only parties having any interest in the Condominium and the Master Deed.

NOW, THEREFORE, the Owner, Trustee and Bank do hereby amend the said Master Deed as follows:

(a) Delete Schedule B attached to the Amendment to the Master Deed recorded in Deed Book 775, at Page 2, among the aforesaid City land records.

(b) In its place and stead substitute Schedule B in its entirety as set forth in the substitute Schedule B attached hereto and made a part hereof as if set forth fully herein.

In all other respects the said Master Deed shall remain unchanged.

WITNESS the following signatures and seals:

ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a limited partnership

By *Arpad Domyan* (SEAL)
General Partner



ALEXANDRIA NATIONAL BANK OF NORTHERN VIRGINIA, successor by corporate amendment to Alexandria National Bank Trustee

By *[Signature]* Vice President

ATTEST:

Cynthia P. Emond
Cashier

UNION BANK

By *[Signature]* Vice President
Edward A. Harris



ATTEST:

[Signature]
Beth A. Robertson

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, co-wit:

I, the undersigned Notary Public in and for the County and State aforesaid, do certify that ARPAD DOMYAN, a General Partner of ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a Limited Partnership, whose name on behalf of said Partnership is signed to the foregoing and attached Second Amendment to a Master Deed, bearing date on the 5th day of July, 1974, acknowledged the same before me as the act and deed of said Partnership, and made oath before me in my County and State aforesaid, that the said Second Amendment to a Master Deed is signed pursuant to due authority for the purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September, 1974.

Elaine M. Brown
Notary Public
OFFICIAL SEAL
ELAINE M. BROWN
NOTARY PUBLIC - VIRGINIA
COMMISSION EXPIRES SEPTEMBER 30, 1975

My Commission Expires:

STATE OF VIRGINIA
CITY OF ALEXANDRIA, to-wit:

I, the undersigned Notary Public in and for the City and State aforesaid, do certify that Henry J. Simpkins, Jr., Vice President of ALEXANDRIA NATIONAL BANK OF NORTHERN VIRGINIA, successor by corporate merger to Alexandria National Bank, Trustee, whose name is signed to the foregoing Second Amendment to a Master Deed bearing date on the 5th day of July, 1974, acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 9th day of October, 1974.

Carolyn J. Perry
Notary Public
OFFICIAL SEAL
CAROLYN J. PERRY
NOTARY PUBLIC - CALIFORNIA
COMMISSION EXPIRES OCTOBER 15, 1975

My Commission Expires: 4/30/75

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, to-wit:

I, the undersigned Notary Public in and for the County and State aforesaid, do certify that EDWARD A. HARRIS, VICE PRESIDENT of UNION BANK, a California corporation, whose name is signed to the foregoing Second Amendment to a Master Deed bearing date on the 5th day of July, 1974, acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and Notarial Seal this 27th day of SEPTEMBER, 1974.

Mary R. Caldario
Notary Public

My Commission Expires: 8-1-76

OFFICIAL SEAL
MARY R. CALDARIO
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires August 1, 1976

ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

SCHEDULE B

<u>APARTMENT UNIT</u>	<u>TYPE AND NUMBER</u>	<u>PERCENTAGE OF COMMON INTERESTS EACH</u>
105E1 - 1205E1 1405E1 - 1705E1	2 Bedroom - 16	.47
106E - 1206E 1406E - 1706E	2 Bedroom - 16	.50
201D - 1201D 1401D - 1701D	2 Bedroom - 15	.56
202D - 1202D 1402D - 1702D	2 Bedroom - 15	.56
203B - 1203B 1403B - 1703B	2 Bedroom - 15	.56
204B1 - 1204B1 1404B1 - 1704B1	2 Bedroom - 15	.56
207B1 - 1207B1 1407B1 - 1707B1	2 Bedroom - 15	.56
208B - 1208B 1408B - 1708B	2 Bedroom - 15	.56
209A - 1209A 1409A - 1709A	1 Bedroom - 15	.40
210A - 1210A 1410A - 1710A	1 Bedroom - 15	.40
211C - 1211C 1411C - 1711C	2 Bedroom - 15	.56
212C - 1212C 1412C - 1712C	2 Bedroom - 15	.56
1801G - 1802G	3 Bedroom - Penthouse - 2	.84
1803H1	2 Bedroom - Penthouse - 1	.74
1804H	2 Bedroom - Penthouse - 1	.74
1805F - 1806F	2 Bedroom - Penthouse - 2	.74
1807J - 1808J	3 Bedroom - Penthouse - 2	.78

VICINITY:
 In the Clerk's office of the Circuit
 Court-City of Alexandria in this deed
 was received and the taxes imposed by
 Sec. 55-54.1 in the amount of \$
 have been paid & said Tax Assessed
 certificate registered to record on
 10-9-74 10:20 A.M.

Alvin W. Grimes A COPY OF THE
 DEED FILED IN THE
 RECORDS OF

Alvin W. Grimes
 BY: *Alvin W. Grimes* Deputy Clerk

ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES

SCHEDULE B

<u>APARTMENT UNIT</u>	<u>TYPE & NUMBER</u>	<u>PERCENTAGE OF COMMON INTERESTS EACH</u>
105 E1 - 1605 E1	1 Bedroom - 16	.0047
106 E - 1606 E	2 Bedroom - 16	.0050
201 D - 1601 D	2 Bedroom - 15	.0056
202 D - 1602 D	2 Bedroom - 15	.0056
203 B - 1603 B	2 Bedroom - 15	.0056
204 B1 - 1604 B1	2 Bedroom - 15	.0056
207 B1 - 1607 B1	2 Bedroom - 15	.0056
208 B - 1608 B	2 Bedroom - 15	.0056
209 A1 - 1609 A1	1 Bedroom - 15	.0040
210 A - 1610 A	1 Bedroom - 15	.0040
211 C - 1611 C	2 Bedroom - 15	.0056
212 C - 1612 C	2 Bedroom - 15	.0056
1701 G - 1702 G	3 Bedroom - (Penthouse) 2	.0084
1703 H1	2 Bedroom - (Penthouse) 1	.0074
1704 H	2 Bedroom - (Penthouse) 1	.0079
1705 F - 1706 F	2 Bedroom - (Penthouse) 2	.0074
1707 J - 1708 J	2 Bedroom - (Penthouse) 2	.0078

SCHEDULE C

**BY-LAWS OF THE COUNCIL OF OWNERS OF
ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES
SITUATE IN THE CITY OF ALEXANDRIA,
STATE OF VIRGINIA**

The following by-laws shall apply to the above-named condominium project (herein called the "project"), as described in and created by the Master Deed (herein called the "Deed") attached hereto to be recorded or filed of record in the State of Virginia contemporaneously herewith, and to all present and future owners, tenants and occupants of any apartments of the project and all other persons who shall at any time use the project:

ARTICLE I

MEMBERSHIP

Section 1. QUALIFICATION. All owners of apartments of the project shall constitute the Council of Owners, herein called the "Council". The owner of any apartment upon acquiring title thereto shall automatically become a member of the Council and shall remain a member thereof until such time as his ownership of such apartment ceases for any reason, at which time his membership in the Council shall automatically cease; provided, however, that to such extent and for such purposes, including voting, as shall be provided by lease of any apartment filed with the Board of Directors of the Council, the lessee of such apartment shall be deemed to be the owner thereof.

Section 2. PLACE OF MEETINGS. Meetings of the Council shall be held at the project or such other suitable place convenient to the apartment owners as may be designated by the Board.

Section 3. ANNUAL MEETINGS. The first annual meeting of the Council shall be held as soon as practicable after recording of the Deed and these by-laws upon the call of at least ten percent (10%) of the apartment owners. Thereafter the annual meetings of the Council shall be held within three months after the end of the established fiscal year.

Section 4. SPECIAL MEETINGS. Special meetings of the Council may be held at any time upon the call of the President or a petition signed by at least twenty-five percent (25%) of the apartment owners and presented to the Secretary.

Section 5. NOTICE OF MEETINGS. The Secretary shall give written or printed notice of each annual and special meeting to every apartment owner according to the Council's record of ownership, at least five days before the date set for such meeting, stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting and the purpose therefor, in any of the following ways: (a) by delivering it to him personally, or (b) by leaving

it at his apartment in the project or at his usual residence or place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the Council's record of ownership. If notice is given pursuant to the provisions of this section, the failure of any apartment owner to receive actual notice of any meeting shall in no way invalidate such meeting or any proceedings thereat. The presence of any apartment owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

Section 6. QUORUM. The presence at any meeting in person or by proxy of a majority of apartment owners shall constitute a quorum, and the acts of a majority of the apartment owners at any meeting at which a quorum is present shall be the acts of the Council except as otherwise provided herein. The term "majority of apartment owners" herein means the owners of apartments to which are appurtenant more than fifty percent (50%) of the common interest as established by the Master Deed, and any other specified percentage of the apartment owners means the owners of apartments to which are appurtenant such percentage of the common interests.

Section 7. VOTING. Voting shall be on a percentage basis, and the percentage of the total vote to which each apartment is entitled shall be the percentage of the common interests assigned to such apartment in the Master Deed. Votes may be cast in person or by proxy by the respective apartment owners, or lessee representative as provided in Article 1, Section 1, as shown in the record of ownership of the Council. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Council the percentage of votes for any apartment owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Council's record of ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such apartment in such capacity. The vote for any apartment owned or controlled by two or more persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others, and in case of protest each co-tenant shall be entitled to only a share of such vote in proportion to his share of ownership in such apartment.

Section 8. PROXIES AND PLEDGES. The authority given by any apartment owner to another person to represent him at meeting of the Council shall be in writing, signed by such owner and filed with the Secretary, and unless limited by its terms shall continue until revoked by writing filed with the Secretary or by the death or incapacity of such owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any apartment or interest therein, a true copy of which is filed with the Board through the Secretary or Managing Agent, shall be exercised only by the person designated in such instrument until the written release or other termination is filed with the Board in like manner.

Section 9. ADJOURNMENT. Any meeting of the Council may be adjourned from time to time to such place and time as may be determined by majority vote of the apartment owners present, whether or not a quorum be present, without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 10. ORDER OF BUSINESS. The order business at all meetings of the Council shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of committees.
- (f) Election of directors. (At annual meeting.)
- (g) Unfinished business.
- (h) New Business.

ARTICLE II

BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATIONS. The affairs of the Council shall be governed by a Board of Directors composed of not less than three nor more than nine persons, none of whom need own any interest in any apartment. The directors shall serve without compensation.

Section 2. POWERS. The Board of Directors shall have all powers necessary for the administration of the affairs of the Council and may do all such acts and things therefor as are not by law, the Master Deed or these by-laws directed to be exercised or done only by the apartment owners.

Section 3. ELECTION AND TERM. Election of directors shall be by secret ballot at each annual meeting and any special meeting called for the purpose. Directors shall hold office for a period of three years and until their respective successors have been elected, subject to removal as herein provided, except that at the first annual meeting one-third of the directors shall be elected for one year, one-third for two years and one-third for three years.

Section 4. VACANCIES. Vacancies in the Board of Directors caused by any reason other than removal of a director by the Council shall be filled by a vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Council. Death, incapacity or resignation of any director, or his continuous absence from the State of Virginia for more than six

months, shall cause his office to become vacant.

Section 5. REMOVAL OF DIRECTORS. At any regular or special meeting of the Council duly called, any one or more of the directors may be removed with or without cause by vote of a majority of apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the apartment owners shall be given an opportunity to be heard at such meeting.

Section 6. ANNUAL MEETING. An organizational meeting of the Board of Directors shall be held at the place of and immediately following each annual meeting of the Council, and no notice shall be necessary to any directors in order validly to constitute such meeting, provided that a majority of the whole Board shall be present. At such meeting the Board shall elect the officers of the Council for the ensuing year.

Section 7. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least one such meeting shall be held during each calendar quarter of every year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least one day prior to the date of such meeting.

Section 8. SPECIAL MEETING. Special meetings of the Board of Directors may be called by the President on at least eight hours' notice to each director, given personally or by telephone or telegraph, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two directors.

Section 9. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors any director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice to him of such meeting. If all the directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

Section 10. QUORUM OF BOARD. At all meetings of the Board of Directors a majority of the total number of directors established by these by-laws shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, 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 as originally called may be transacted without further notice.

Section 11. FIDELITY BONDS. The Board of Directors shall require that all officers, employees and agents of the Council handling or responsible for its funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council.

ARTICLE III

OFFICERS

Section 1. DESIGNATION. The principal officers of the Council shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by, and in the case of the President from, the Board of Directors. The Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary.

Section 2. ELECTION AND TERM. The officers of the Council shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

Section 3. REMOVAL. Any officer may be removed either with or without cause by vote of a majority of the members of the Board of Directors and his successor elected, at any regular meeting of the Board or any special meeting called for such purpose.

Section 4. PRESIDENT. The President shall be the chief executive officer of the Council and shall preside at all meetings of the Council and of the Board of Directors. Subject to the control of the Board he shall exercise general supervision and direction over the management and conduct of the business and affairs of the Council. He shall also have such other powers and duties as may be provided by these by-laws or assigned to him from time to time by the Board.

Section 5. VICE-PRESIDENT. The Vice-President shall assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. He shall also have such other powers and duties as may be assigned to him from time to time by the Board.

Section 6. SECRETARY. The Secretary shall attend and keep the minutes of all meetings of the Council and of the Board of Directors, give all notices thereof as provided by these by-laws, maintain and keep a continuous and accurate record of ownership of all apartments, have charge of such books, documents and records of the Council as the Board may direct, and in general, perform all the duties, incident to the office of Secretary.

Section 7. TREASURER. The Treasurer shall maintain and keep the financial records and books of account of the Council, prepare regular reports thereof and be responsible for the proper deposit and custody in the name of the Council of all its funds and securities.

Section 8. AUDITOR. The Council shall appoint annual a public accountant or accounting firm as auditor, who shall not be an officer of the Council nor own any interest in any apartment, to audit the books and financial records of the Council.

ARTICLE IV ADMINISTRATION

Section 1. MANAGEMENT. The Board of Directors shall at all times manage and operate the project and have such powers and duties as may be necessary or proper therefor including without limitation the following:

- (a) Supervision of the immediate management and operation of the project;
- (b) Maintenance; repair, replacement and restoration of the common elements and any additions and alterations thereto;
- (c) Purchase, maintenance and replacement of any equipment and provisions of all water and utility services required for the common elements;
- (d) Provision at each apartment of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such apartment or as a common expense as determined by the Board;
- (e) Employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the project;
- (f) Preparation at least 60 days before each fiscal year of a proposed budget and schedule of assessments for such year;
- (g) Collection of all installments of assessments levied and payment of all common expenses authorized by the Board;
- (h) Purchase and maintenance in effect of all policies of hazard, including but not limited to fire and extended coverage, and liability insurance for the project required by the Master Deed and such other insurance and bonds as may be required or authorized by the Master Deed or the Board;
- (i) Notification of all persons having any interest in any apartment, according to the Council's record of ownership, of delinquency exceeding 30 days in the payment of any assessment against such apartment.

Section 2. MANAGING AGENT. The Board of Directors may annually employ a responsible Managing Agent to manage and control the project subject at all times to direction by the Board, with all the administrative functions set forth specifically in the preceding Section 1 and such other powers and duties and at such compensation as the Board may establish, subject to prior approval of every such employment contract by a majority of apartment owners.

Section 3. REPRESENTATION. The President or Managing Agent subject to the direction of the Board of Directors, shall represent the Council or any two or more apartment owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Council, the common elements or more than one apartment, and on its or their behalf may institute, defend, intervene in, prosecute and settle any such actions, suits and proceedings, without prejudice to the rights of any apartment owners individually to appear, sue or be sued. Service of process on two or more apartment owners in any such action, suit or proceeding may be made on the President or Managing Agent. Every Managing Agent shall also be the agent of the respective sub-lessees under any apartment leases filed with the Board of the collection, custody and payment of all rent, taxes assessments and other charges thereunder payable to their lessors.

Section 4. EXECUTION OF INSTRUMENTS. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Council by such person or persons as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such resolution applicable to such instrument, by the President or Vice-President and by the Treasurer or Secretary.

ARTICLE V OBLIGATIONS OF APARTMENT OWNERS

Section 1. ASSESSMENTS. All apartment owners shall pay to the Treasurer or Managing Agent in advance periodic installments of assessments against their respective apartments for common expenses of the project in accordance with the Master Deed and also, with respect to any lease of any apartment filed with the Board of Directors, a sum determined by the Board or Managing Agent to be sufficient to accumulate and pay when due all rent, taxes, assessments and other charges thereunder payable by the Lessee of such apartment. In the event any apartment owner is delinquent in the payment of any assessment for a period in excess of thirty (30) days, the Board of Directors may at its discretion sever or disconnect all utility connections provided by Council to his apartment after five (5) days written notice.

Section 2. MAINTENANCE OF APARTMENTS. Every apartment owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his apartment, including without limitation all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such apartment and the interior decorated or finished surfaces of all walls, floors and ceilings of such apartment, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided by law or the Master Deed, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and in case of such failure after reasonable notice to perform shall reimburse to the Council promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent. Every apartment owner and occupant shall reimburse the Council promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by such owner or occupant or any person under either of them and shall give prompt notice to the Board or Managing Agent of any such loss or damage or other defect in the project when discovered.

Section 3. USE OF PROJECT.

- (a) All apartments of the project shall be used only for residential purposes and other uses that are approved by the Council.
- (b) All common elements of the project shall be used only for their respective purposes as designed.
- (c) No apartment owner or occupant shall place, store or maintain in the halls, lobbies, stairways, walk-ways, grounds or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.
- (d) Every apartment owner and occupant shall at all times keep his apartment and any entry, and service area appurtenant thereto in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Council for the time being applicable to the use of the project.
- (e) No apartment owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his apartment or the project nor alter or remove any furniture, furnishings or equipment of the common elements.
- (f) No apartment owner or occupant shall erect or place in the project any building or structure including fences and walls, nor make any additions or alterations to any common elements of the project, nor place or maintain thereon any signs, posters or bills, whatsoever, except in accordance with plans and specifications including detailed plot plan, prepared by a licensed architect if so required by the Board and also approved by a majority of apartment owners (or such larger percentage required by law or the Master Deed) including all owners or apartments thereby directly affected.
- (g) No apartment owner shall decorate or landscape any entrance, hallway, planting area appurtenant to his apartment except in accordance with standards therefor established by the Board of Directors or specific plans approved in writing by the Board. No entrance door, balcony doors or balcony shall be altered in any manner, including repainting or refinishing, without express written approval of the Board of Directors.
- (h) All occupants shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other occupants.
- (i) No garments, rugs or other objects shall be hung from the windows or facades of the project.
- (j) No rugs or other objects shall be dusted or shaken from the windows or the project or cleaned by beating or sweeping on any hallway or exterior part of the project.
- (k) No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the project outside of the disposal facilities provided for such purpose.
- (l) No livestock, poultry, rabbits or other animals whatsoever including dogs, cats and other household pets, except as approved by Council, shall be allowed or kept in any part of project.
- (m) No apartment owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of the project or protruding through the walls, windows or roof thereof.
- (n) Nothing shall be allowed, done or kept in any apartments or common elements of the project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Council.

Section 4. HOUSE RULES. The Board of Directors, upon giving notice to all apartment owners in the same manner as herein provided for notice of meetings of the Council and opportunity to be heard thereon, may adopt, amend or repeal any

supplemental rules and regulations governing details of the operation and use of the project not inconsistent with any provision of law, the Master Deed or these by-laws.

Section 5. EXPENSES OF ENFORCEMENT. Every apartment owner shall pay to the Council promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Council in collecting any delinquent assessments against such apartment, foreclosing its lien therefor or enforcing any provisions of the Master Deed or these by-laws against such owner or any occupant of such apartment.

Section 6. RECORD OF OWNERSHIP. Every apartment owner shall promptly cause to be duly recorded or filed of record the unit deed, lease, assignment or other conveyance to him of such apartment other than sub-lease; or other evidence of his title thereto. Every owner shall file such evidence of his title to the unit or right to use such unit with the Board of Directors or Managing Agent, and the Secretary shall maintain all such information in the record of ownership of the Council.

Section 7. MORTGAGES. Any apartment owner who mortgages his apartment or any interest therein shall notify the Board of Directors or Managing Agent of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Council. The Board of Directors or Managing Agent at the request of any mortgagee or prospective purchaser of any apartment or interest therein shall report to such person the amount of any assessments against such apartment then due and unpaid.

ARTICLE VI

MISCELLANEOUS

Section 1. AMENDMENT. These by-laws may be amended in any respect not inconsistent with provisions of law or the Master Deed by an affirmative vote of seventy-five percent (75%) of the apartment owners at any meeting of the Council duly called for such purpose, effective only upon the recording of an amendment to the Master Deed setting forth such amendment of these By-Laws.

Section 2. INDEMNIFICATION. The Council shall indemnify every director and officer and his executors and administrators and his executors and administrators against all expenses reasonably incurred by or imposed on him in connection with any action, suit or proceeding to which he may be made a party by reason of being or having been a director or officer of the Council, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Council is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

Section 3. SUBORDINATION. These by-laws are subordinate and subject to all provisions of the Master Deed and any amendments thereto and the Horizontal Property Act (as amended), which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Master Deed or said Horizontal Property Act.

Section 4. INTERPRETATION. In case any provisions of these by-laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these by-laws shall be deemed or construed to authorize the Council or Board of Directors to conduct or engage in any active business for profit of any or all of the apartment owners.

CERTIFICATE OF ADOPTION

The undersigned Owner of all apartments of the project hereby adopts the foregoing as the By-Laws of the Council of Owners of the project this 15th day of February, 1974.

ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES,
a limited partnership

VIRGINIA:

In the Clerk's office of the Circuit Court-City of Alexandria this deed was received and the taxes imposed by Sec. 58-54.1 in the amount of \$ have been paid. The Annexed certificate admitted to record on

3-4-74 12:15 P.M.

William W. Franks CLERK

By: *[Signature]*

By: *[Signature]*

AMENDMENT TO MASTER DEED OF ALEXANDRIA KNOLLS WEST HOMES

THIS AMENDMENT TO THE MASTER DEED OF ALEXANDRIA KNOLLS WEST Condominium Homes is made this 6th day of July, 1982, by and between the Council of Co-Owners, of Alexandria Knolls West Condominium Homes, (hereinafter, party of the first part), and the parties who have executed and ratified this Amendment (hereinafter, the parties of the second part).

W I T N E S S E T H:

WHEREAS, by that certain Master Deed dated February 14, 1974, and recorded in Deed Book 772, at Page 585, among the land records of the City of Alexandria, Virginia, the condominium known as Alexandria Knolls West Condominium Homes was established; and

WHEREAS, the Master Deed was amended by amendment dated March 22, 1974, and recorded in Deed Book 775, at Page 2, and by further amendment dated July 5, 1974, and recorded in Deed Book 786, at Page 731, all among the land records of the City of Alexandria, Virginia; and

WHEREAS, the parties desire to amend the aforesaid Master Deed in accordance with Article XXII of the said Master Deed; and

WHEREAS, at a special meeting of the Council of Co-Owners duly called and noticed for such purpose and which at such meeting more than seventy-five percent of the apartment owners affirmatively voted for the said amendment; and

WHEREAS, the respective mortgagees have consented to this amendment as required by Article XXII of the Master Deed;

NOW, THEREFORE, for and in consideration of the foregoing, the Master Deed is hereby amended by adding thereto the following article:

ARTICLE XXVII - Cable TV

a. The Board of Directors shall have the authority to contract on behalf of the Council of Co-Owners for the installation and maintenance of cable television in the project.

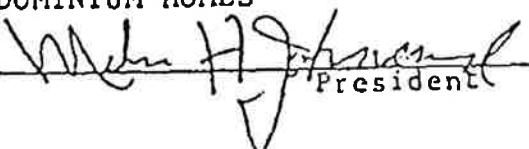
b. There shall be an easement in favor of the Council of Co-Owners through each apartment for the installation, maintenance, repair and restoration of wires and appurtenant equipment and fixtures for cable television. This easement shall include the right to install reasonable access panels for installation, maintenance and repair.

c. The Council of Co-Owners, through its authorized agents and representatives, shall have the right of access through and to each unit during reasonable hours on reasonable notice for the installation, operation, maintenance and repair of the cable television system.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

COUNCIL OF CO-OWNERS
ALEXANDRIA KNOLLS WEST
CONDOMINIUM HOMES

By:


President

ATTEST:
Pete A. C. C. C.
Secretary

COMMONWEALTH OF VIRGINIA
COUNTY OF Winchester

I, the undersigned, a Notary Public of and for the ^{city} county and state aforesaid, do certify that Nelson R. Stinson as President of ALEXANDRIA KNOLLS WEST CONDOMINIUM HOMES, whose name is signed to the foregoing Amendment to Master Deed bearing the date of the 6th day of July, 1982, has acknowledged the same before me in my county aforesaid.

Given under my hand this 16th day of August, 1982.

Nelson R. Stinson
Notary Public

My Commission Expires:
7/30/83

6213B/mbw

BOOK 766 PAGE 96

4500

MSB:let 542-73

THIS DEED OF EASEMENT, made this 7th day of November, 19 73
by and between ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, formerly Edsall
Towers Development Company, a Virginia Limited Partnership
hereinafter designated "Owner(s)"; and CITY OF ALEXANDRIA, VIRGINIA, party of the
second part, hereinafter designated "City".

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar, cash in hand paid, receipt whereof is hereby acknowledged, the Owner(s) does hereby grant and convey to the City, its successors and assigns, an easement and right of way for the purpose of constructing, operating, maintaining, adding to or altering present or future sanitary sewer lines through and across the property of the Owner(s), said property and easement being more particularly bounded and described on a plat prepared by Walter L. Phillips, Incorporated, C.C.E. & L.S., dated October 19, 1973, which is attached hereto and made a part hereof.

The said easement is subject to the following conditions:

1. All sewers, manholes and appurtenant facilities which are installed in the easement and right of way shall be and remain the property of the City, its successors and assigns.
2. The City and its agents shall have full and free use of the said easement and right of way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right of way including the right of access to and from the right of way and the right to use abutting land adjoining the easement where necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the City to erect any building or structure of a permanent nature on such abutting land.
3. The City shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient con-

struction, operation and maintenance of said towers; provided, however, that the City at its own expense shall restore as nearly as possible the premises to their original condition, such restoration including the backfilling of trenches, the replacement of fences and the reseeding of lawns, and the reseeding of pasture areas, and the replacement of shrubbery, but not the replacement of structures, trees or other obstructions.

4. The Owner(s) reserves the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easement by the City for the purposes named; provided, however, that the Owner(s) shall not erect any building or other structure, excepting a fence on the easement without obtaining the prior written approval of the City.

IN WITNESS WHEREOF, the party of the first part has caused this deed to be executed on its behalf by WALTER D. NEALE, General Partner, on the date first above written.

ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY,
a Virginia Limited Partnership
BY: [Signature] (SEAL)
General Partner

STATE OF VIRGINIA }
CITY OF ALEXANDRIA } SS:

The foregoing instrument was acknowledged before me this 7th day of November, 1973, by WALTER D. NEALE, General Partner of ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a Virginia Limited Partnership.

[Signature]
Notary Public

My commission expires:

April 24, 1977



Virginia
In the County of ... of the State of Virginia
Certificate of Alexander ...
was received and the fees imposed by
Sec. 20-110 ... of ...
have been paid ... the Assessed
Certificate submitted to record on
11-8-73 12:02 P.M.

[Signature]

Deed Book *J-11*
Page *472*
Dated: *10-25-33*
Recorded: *11-2-33*

From: *Mace Godwin*
John O. Godwin

TO: VIRGINIA PUBLIC SERVICE COMPANY

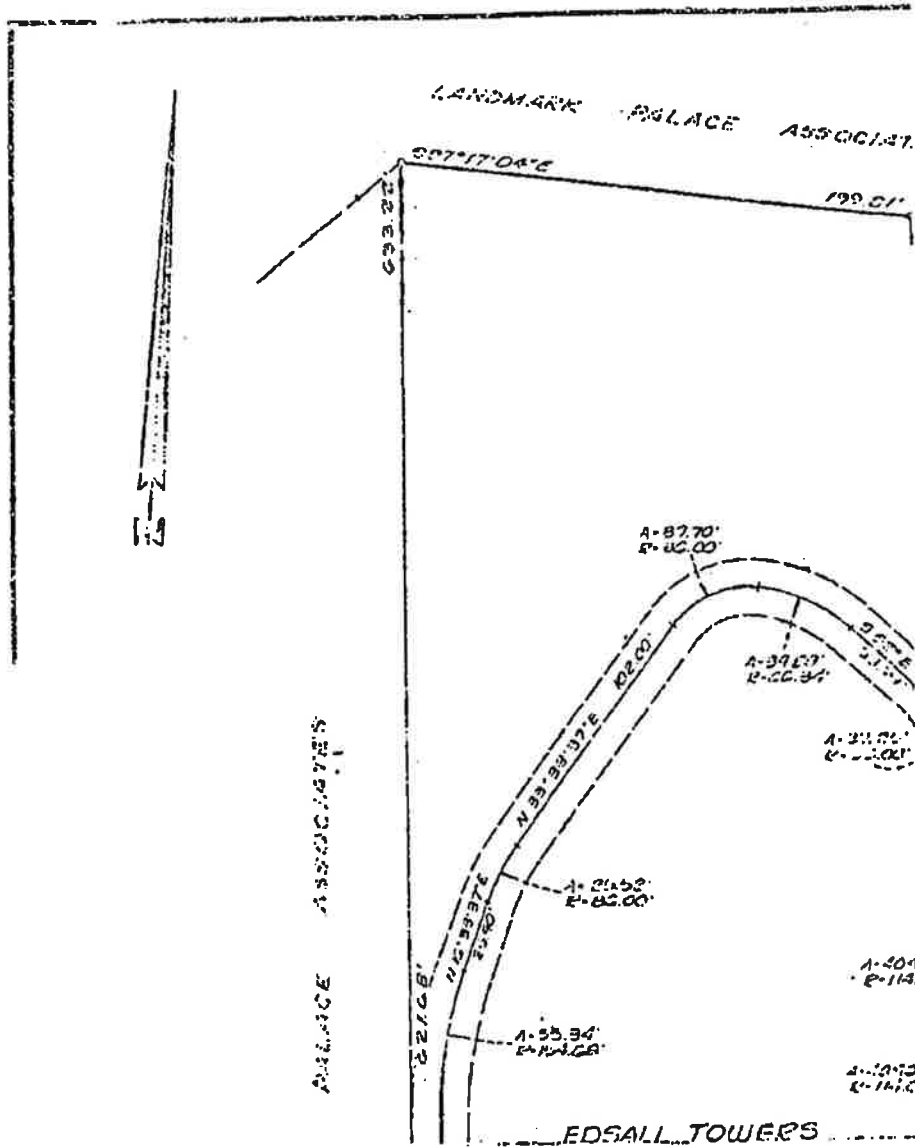
Received of the Virginia Public Service Company, hereinafter called Company, the sum of \$1.00 in consideration of which the undersigned do hereby grant unto said Company the right, in so far as our land may be affected thereby, to construct, maintain and operate an electric transmission line, one (1) poles, wires, cross arms, brackets and other apparatus, said poles to be located within 1 foot of the property line between Owner and the County Road as now designated, to-wit: adjacent to and parallel with said County Road with the further right to cut and keep cut on the lands of the Owner all trees or branches within five feet of the present designated property line between Owner and the Highway, in Fairfax County, Virginia, including the right to overhang the land of Owner with the above mentioned wires cross arms, brackets and one (1) guy and the right to place such anchors and guys as may be necessary to properly brace said lines together with the right of ingress and egress to and from said line.

\$1.00 Received of the Chesapeake and Potomac Telephone Company of Virginia, One and 00/100 Dollars, in consideration of which we hereby grant unto said Company, its successors and assigns, the right to construct, operate and maintain its lines of telephone and telegraph, including the necessary poles, cables, wires and fixtures upon, over and across the property which we own, or in which we have any interest,

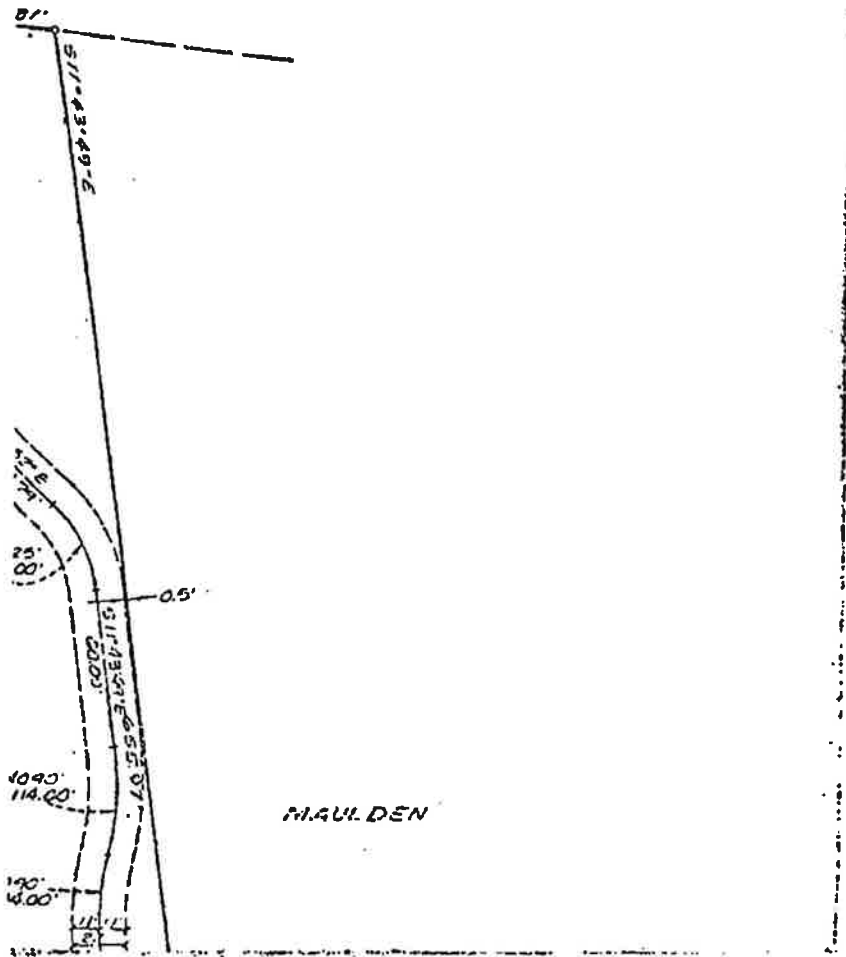
Dist of Oxon Hill, Co of Va.

and State of Virginia, and upon and along the roads, streets or highways adjoining the said property; to permit the attachment of the wires of any other company or person; to trim any trees along said lines so as to keep the wires cleared at least 2 feet with the further right to cut down all trees that interfere with, or which in falling might damage, said lines; to erect and set the necessary guy and brace poles and anchors and to attach thereto and to trees the necessary guy wires; said sum being received in full payment therefor.

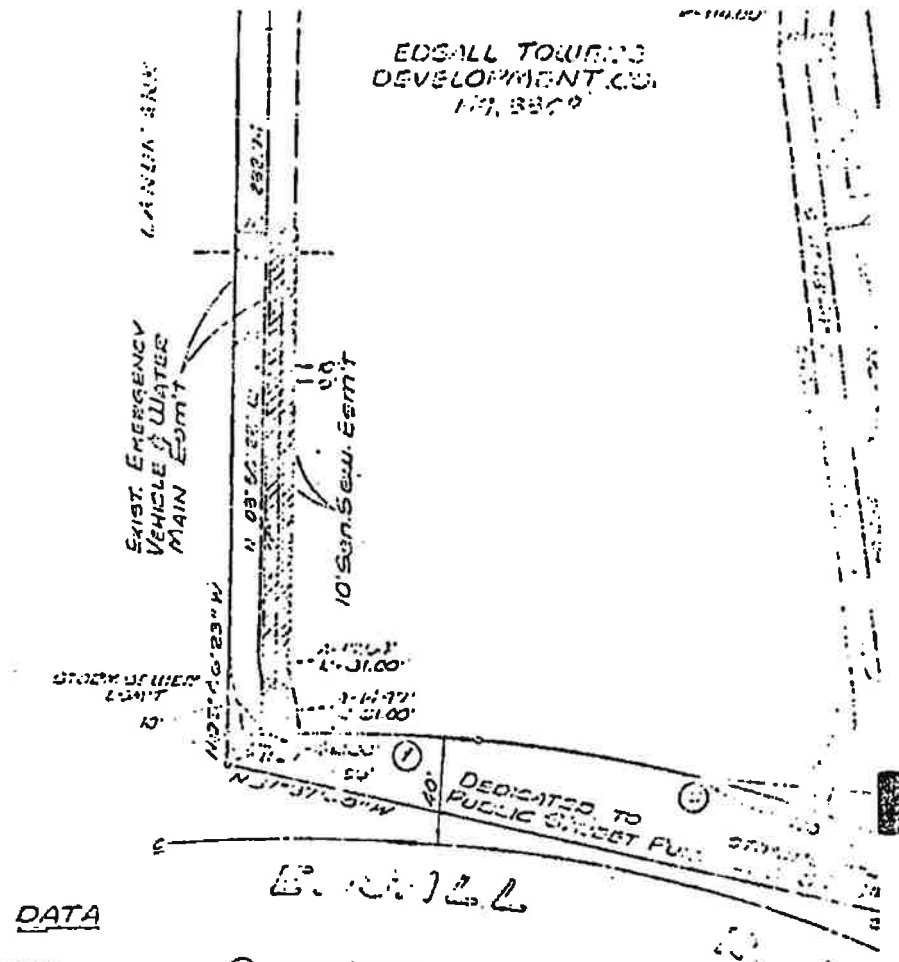
FROM: *Annie Leigh*
P.W. Crosby
TO: CHESAPEAKE AND POTOMAC TELEPHONE COMPANY
DATED: *4-2-17*
ACKNOWLEDGED: *8-20-17*
RECORDED: *9-3-17*
DEED BOOK *F-8* PAGE *34*
LAND RECORDS OF *24 Co.* VIRGINIA



NOTES



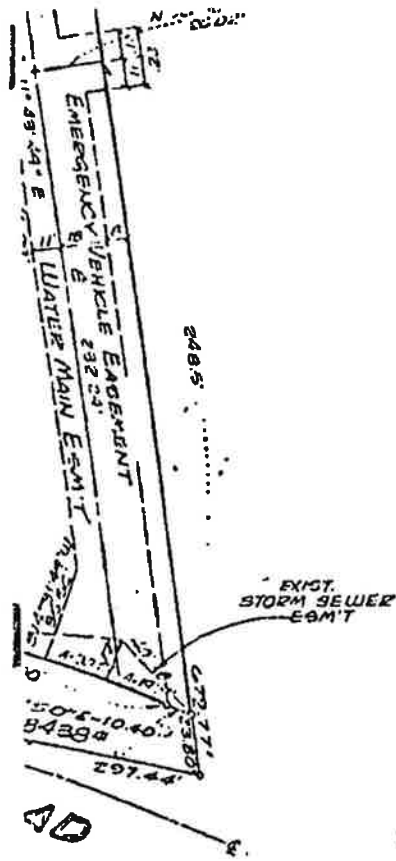
EDSALL TOURING
DEVELOPMENT CO.
19, 3800'



CURVE DATA

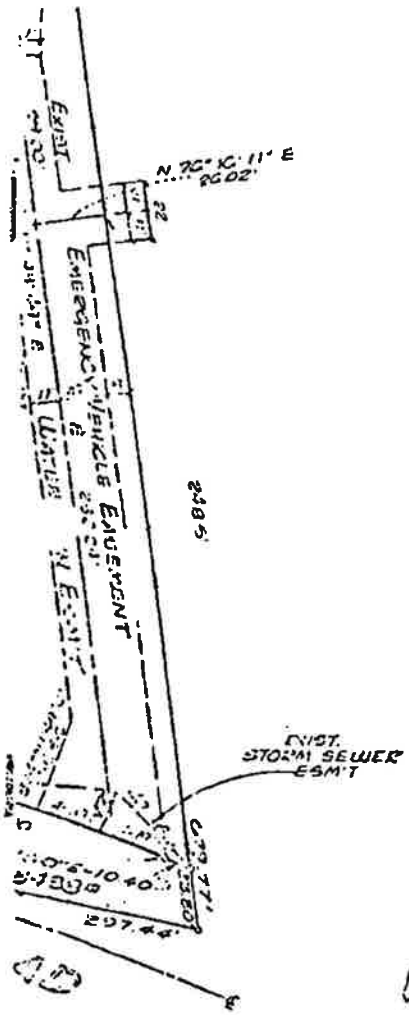
- | | | | |
|---|-----------------|---|-----------------|
| ① | R-71000' | ② | R-53000' |
| | A-175.27' | | A-113.12' |
| | Δ-07°45'07" | | Δ-11°55'00" |
| | T-13.21' | | T-9.157' |
| | C-45.19' | | C-117.64' |
| | CB-S 17°00'00"W | | CC-N 79°49'20"W |

Storm Sewer Easement, and
Street Dedication are recorded
in D.B. 723, at Pg. 503.



CERTIFIED CORRECT





NOTE:

Emergency Vehicle, Water Main,
& Storm Sewer Easements, and
Street Dedication are recorded
in D.B. 763, at Pg. 590

CERTIFIED CORRECT



DATE: 10-31-73
Darwin L. Cook
DIRECTOR OF PUBLIC WORKS

4 Sewer Easement
NOLLS WEST
JT COMPANY
NORIA, VIRGINIA
DATE: OCT. 19, 1973

PHILLIPS
RATED
S AND LAND SURVEYORS
FALLS CHURCH, VIRGINIA

Re: SP 73-028

556.77

THIS AGREEMENT, Made this 9th day of July, 1974, between
Alexandria Knolls West Development Co., a limited Partnership by
Arpad Danyan, General Partner.

hereinafter called "OWNER" ("OWNER" wherever used herein being intended to include the grantors whether one or more or masculine or feminine); and Virginia Electric and Power Company, a Virginia Corporation, hereinafter called "COMPANY."

W I T N E S S E T H:

That for the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company, its successors and assigns, the perpetual right, privilege and easement of right of way ten (10) feet in width to lay, construct, operate and maintain one or more lines of underground conduits and cables and one or more lighting supports and lighting fixtures, as Company may from time to time deem expedient or advisable, located on the right of way hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits; for telephone, television and other communication purposes; and for lighting purposes; together with all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), over, under, through and across certain lands of Owner situated in City of Alexandria, Virginia, as shown on Plat No. PORTAL 23710 hereto attached and made a part of this agreement; the location of the center line of said right of way being shown in broken lines on said plat.

The facilities constructed hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right of way described above, and make such changes, alterations, substitutions additions to or extensions of its facilities as Company may from time to time deem advisable.

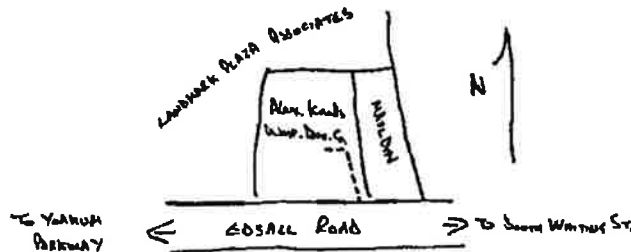
Company shall at all times have the right to keep the right of way clear of all buildings, structures and other obstructions (except fences), trees, roots and undergrowth. All trees and limbs cut by Company at any time shall remain the property of Owner.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Company shall have the right of ingress to and egress from the right of way over the lands of Owner. Company shall exercise such right in such manner as shall occasion the least practicable damage and inconvenience to Owner. Company shall repair damage to roads, fences or other improvements and shall pay for all other damage when such damage results from the construction, inspection or maintenance of Company's facilities, provided Owner gives written notice thereof to Company within thirty (30) days after such damage occurs.

Owner, his successors and assigns, may use the right of way for any purpose not inconsistent with the rights hereby granted, provided such use does interfere with or endanger the construction, operation and maintenance of Company's facilities and provided that no buildings, structures or other obstructions (except fences) may be constructed on the right of way.

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

Recorded 10/30/74



Form 227-A
(Virginia 2)

KNOW ALL MEN BY THESE PRESENTS that Earl W. Saum
& Elton V. Saum, Jr.

Grantor, in consideration of One Dollar (\$1.00) receipt where-
of is acknowledged, grant to Virginia Electric and Power
Company, a Virginia Corporation, its successors and assigns,
hereinafter called Company, the right to construct, operate and
maintain a pole line, at a location to be designated by Company,
with all desirable appurtenances for the transmission and distri-
bution of electricity and sound, including the wires and attach-
ments of any other company, over, upon, and across the property
of grantor, described as follows:

A tract of land containing 10 acres, more or less,
located on the WEST side of State Highway Route No. 613
about _____ miles _____ of _____ in _____ Magisterial
District of F. Church County, Virginia, and adjoining the land
now or formerly owned by _____

Prop. bounded by # 648 / Edwell Rd
W. North + Cameron Run on South

It is agreed that said pole line and appurtenances erected
hereunder shall be and remain the property of Company and that
Company shall at all times have full and free ingress to and
egress from and over the said property in order to construct
and efficiently maintain and operate said line and appurtenances,
with the right to make such changes, additions and alterations
therein as Company may from time to time deem advisable; with
the further right to trim, cut and keep clear all trees, limbs
and undergrowth and other obstructions along said line or
adjacent thereto that may in any way endanger or interfere with
the proper and efficient operation of the same.

From Saum et al.

To: Virginia Electric and Power Company

Date: 1-16-46

Acknowledged, 1-16-46

Recorded: 3246

Deed Book 478 Page 498

_____ Virginia Land Records

From: C.R. MITCHELL
 W.H. MITCHELL
 To: Virginia Public Service Company

Received of the Virginia Public Service Company, hereinafter called the Company, the sum of \$1.00, in consideration of which the undersigned, hereinafter referred to as Owner, do hereby grant unto said Company a right of way upon which to construct, maintain and operate an electric distribution line, including poles, wires, crossarms, brackets, anchors, guys, braces, and other apparatus and the right to transmit electric current thereon, across, on and over our land situated in Fairfax County, Virginia, said poles to be located thereon.

within 3' of prop. line between
 Owner & Rte 648.
 Adj to & parallel with Rte 648.

With the further right to cut and trim and to keep cut and trimmed on the lands of the Owner all trees or branches which may interfere with or be likely to interfere with the operation of said line, together with the right of ingress and egress to and from said right of way.

D. 11-30-35
 R. 12-11-35

BOOK 763 PAGE 580

3788

HSB:let

THIS DEED OF DEDICATION AND DEED GRANTING EASEMENTS, made this 19th day of September, 1973, by ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, formerly Edsall Towers Development Company, a Virginia Limited Partnership, party of the first part; CITY OF ALEXANDRIA, VIRGINIA, party of the second part; and ALBERT H. GRENIADIER, Sole Acting Trustee, party of the third part.

W I T N E S S E T H:

WHEREAS, the party of the first part is the sole owner and proprietor in fee simple of a certain tract or parcel of land situate, lying and being in the City of Alexandria, State of Virginia, more particularly described by metes and bounds in a Deed from William N. Cafritz and Anita B. Cafritz, his wife, and others, dated June 13, 1973 and recorded among the land records of said City on July 23, 1973, in Deed Book 760 at Page 520; and

WHEREAS, Bernard M. Fagelson and Albert H. Grenadier, either of whom may act, are the Trustees named in a Deed of Trust from the party of the first part dated July 20, 1973 and recorded among the land records of said City on July 23, 1973 in Deed Book 760 at Page 523, given to secure the payment of a certain indebtedness therein more particularly described, and are authorized by the terms and provisions of said Deed of Trust to join in the execution of this instrument; and

WHEREAS, the party of the first part desires to dedicate a portion of said property for public street purposes and to grant to the party of the second part an emergency vehicle easement and storm sewer easements, all as shown on a plat prepared by Walter L. Phillips, Incorporated, Certified Civil Engineers and Land Surveyors, dated August 30, 1973, which is attached hereto and made a part hereof.

NOW, THEREFORE, the party of the first part, being the sole owner and proprietor of said land, does hereby dedicate a parcel thereof containing 6,430 square feet of land for public street purposes as shown on the attached plat, hereby declaring that said dedication is made in accordance with the desires of the said owner and proprietor and is made pursuant to the pro-

BOOK 763 PAGE 581

visions of the Code of Virginia and the charter and ordinances of the City of Alexandria, Virginia, for such cases made and provided, governing the subdivision and platting of land.

AND THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the party of the first part does hereby grant and convey to the party of the second part, a non-exclusive 22 foot wide perpetual emergency vehicle easement, as shown on the attached plat, for access, egress and ingress to and from its property as shown on said plat, for itself, its agents, servants, employees and licensees, for the purpose of providing municipal services such as fire and police protection, garbage removal, etc., said easement to be used in common with the party of the first part, its successors, assigns, agents, servants, employees, licensees and the tenants and occupants of the buildings to be constructed on said property for ingress and egress for vehicular and pedestrian traffic between said property and Edsall Road.

The above easement is subject to the rights granted to the Virginia-American Water Company by Agreement from the party of the first part, bearing even date herewith, and intended to be recorded among the land records of the City of Alexandria, Virginia.

AND THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten (\$10.00) Dollars, receipt whereof is hereby acknowledged, the party of the first part does hereby grant and convey to the party of the second part, its successors and assigns, easements and rights of way for the purpose of constructing, operating, maintaining, adding to or altering present or future storm sewer lines, including house connection lines, plus necessary manholes and appurtenances for the collection of storm water and its transmission through and across the property of the party of the first part, as more particularly shown on the attached plat.

Said easements are subject to the following conditions:

1. All sewers, manholes and appurtenant facilities which are installed in the easements and rights of way shall be and remain the property of the

BOOK 763 PAGE 582

party of the second part, its successors and assigns.

2. The party of the second part and its agents shall have full and free use of said easements and rights of way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights of way including the right of access to and from the rights of way and the right to use abutting land adjoining the easements where necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the party of the second part to erect any building or structure of a permanent nature on such abutting land.

3. The party of the second part shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said sewers, provided, however, that the party of the second part at its own expense shall restore as nearly as possible the premises to their original condition, such restoration including the backfilling of trenches, the replacement of fences and the resodding of lawns, and the reseeding of pasture areas, and the replacement of shrubbery, but not the replacement of structures, trees or other obstructions.

4. The party of the first part reserves the right to construct and maintain roadways over said easements and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easements by the party of the second part for the purposes named; provided, however, that the party of the first part shall not erect any building or other structure, excepting a fence, on the easements without obtaining the prior written approval of the party of the second part.

The party of the third part joins in the execution of this deed for the purpose of releasing the area of 8,438 square feet dedicated for public street.

purposes, and the easements herein granted, from the lien of the Deed of Trust first above mentioned.

IN WITNESS WHEREOF, the party of the first part has caused this deed to be executed on its behalf by ARPAD DOMYAN and WALTER D. NEALE, General Partners, and the party of the third part has hereunto set his hand and seal, all on the date first above written.

ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY,
a Virginia Limited Partnership

BY: Arpad Domyan (SEAL)
General Partner

Walter D. Neale (SEAL)
General Partner

Albert H. Grenadier (SEAL)
Albert H. Grenadier, Sole Acting Trustee

STATE OF VIRGINIA)
CITY OF ALEXANDRIA) SS:

The foregoing instrument was acknowledged before me this 19th day of September, 1973, by ARPAD DOMYAN and WALTER D. NEALE, General Partners of ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a Virginia Limited Partnership,

Ronald E. Taylor
Notary Public

My commission expires:

April 24, 1977

STATE OF VIRGINIA)
CITY OF ALEXANDRIA) SS:

The foregoing instrument was acknowledged before me this 19th day of September, 1973, by ALBERT H. GRENADIER, Sole Acting Trustee.

Ronald E. Taylor
Notary Public

My commission expires:

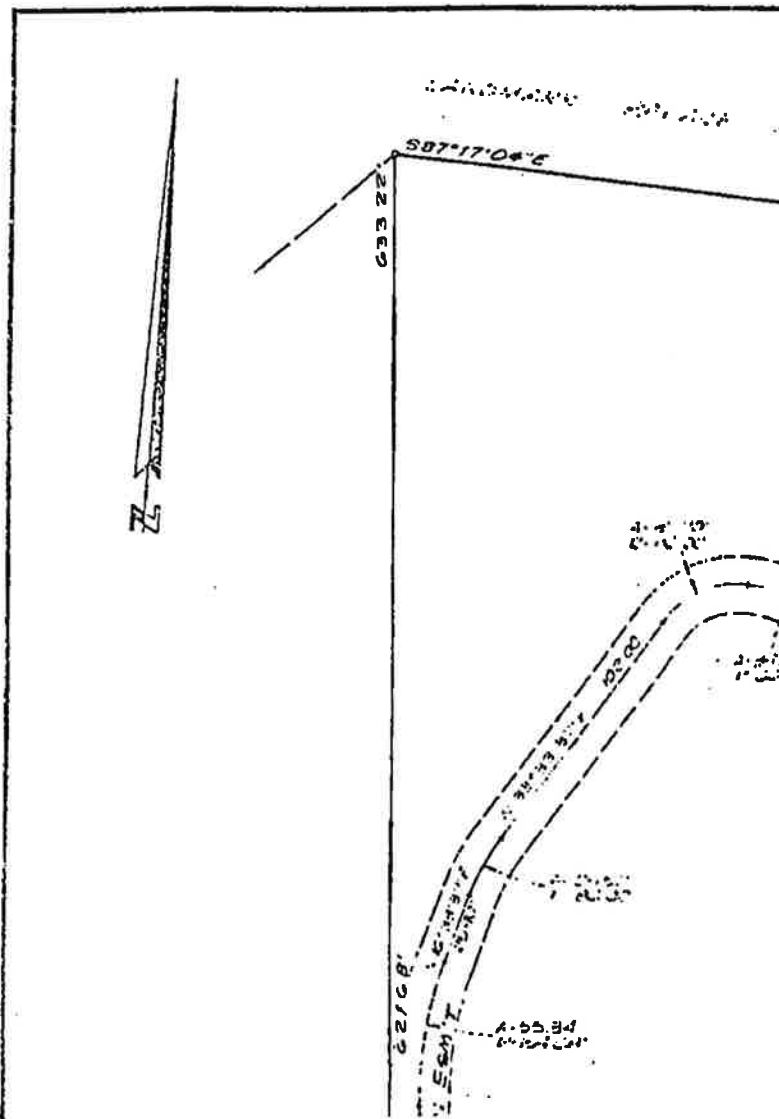
April 24, 1977

VIRGINIA
In the Clerk's office of the Circuit Court
County of Alexandria this deed
was received and the taxes imposed by
Sec. 88-24.2 in the amount of \$
have been paid & with the Antiqued
certificate admitted to record on

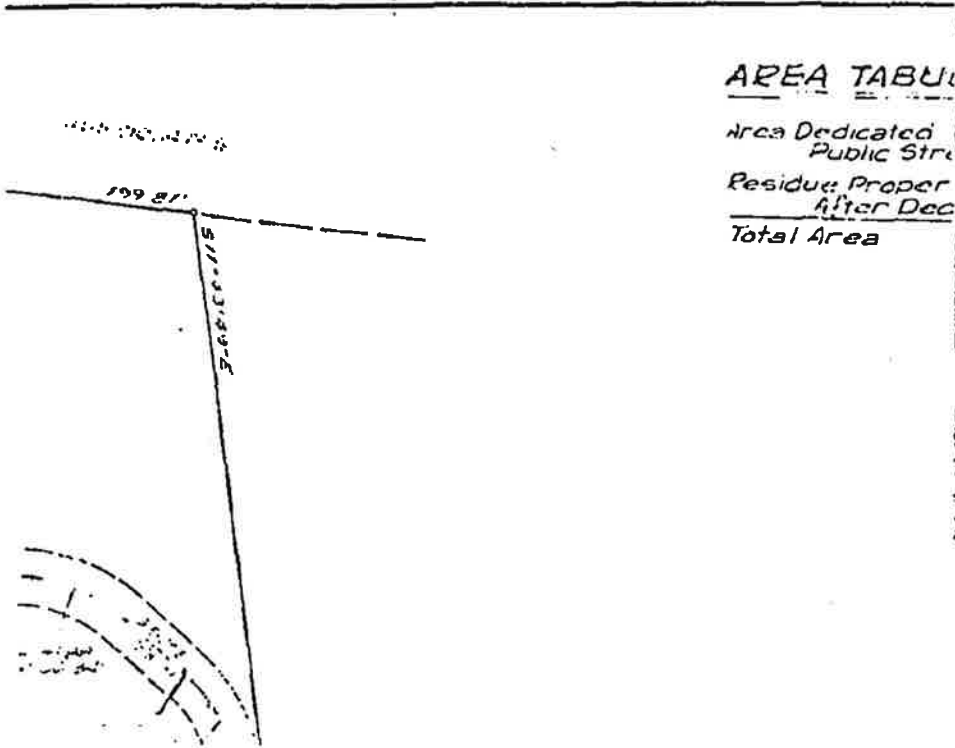
9-19-73 2:40 PM

[Handwritten signature]





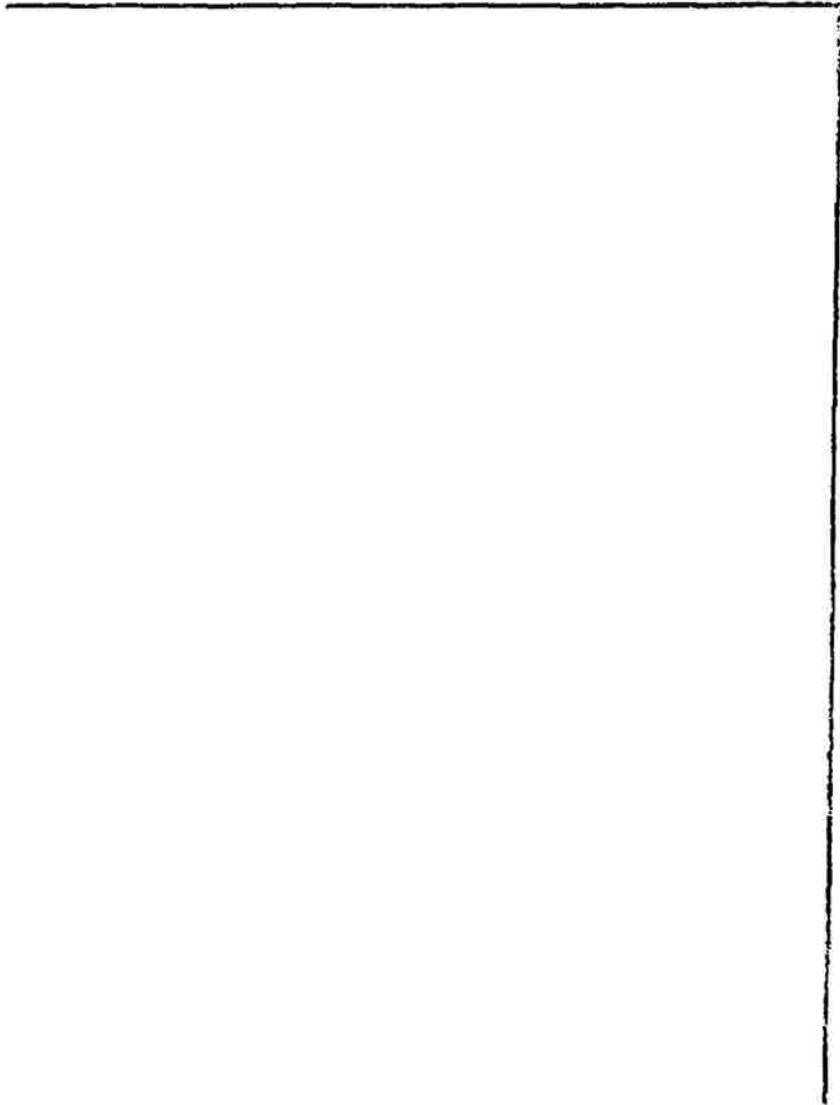
BOOK 763 PAGE 585

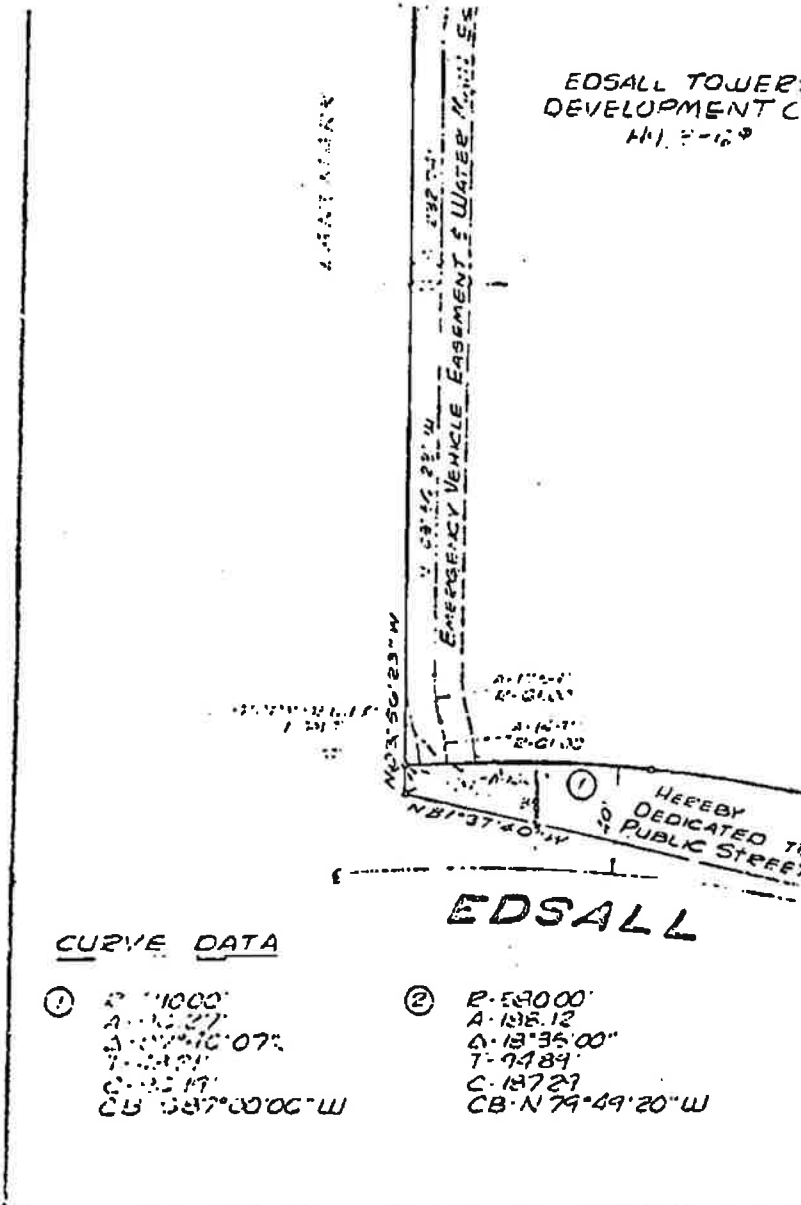


BULATIONS

and To
Street Purposes . 8,738^{sq}
partly
Dedication 149,330^{sq}
157,774^{sq}
or
3.62199 Acres

BOOK 763 PAGE 587





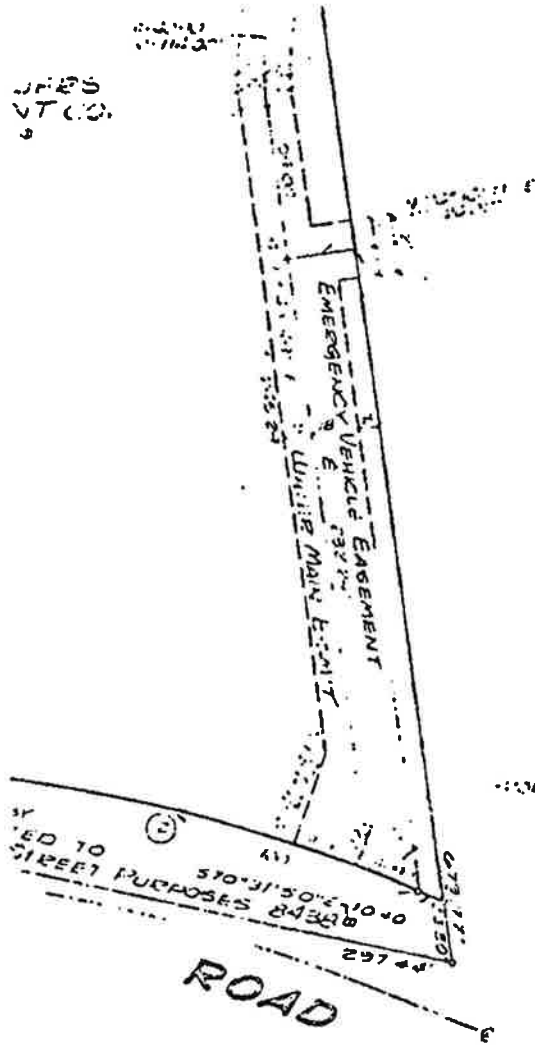
CURVE DATA

① R-11000'
A-115.27'
Δ-107°10'07"
T-11.89'
C-115.17'
CB-S87°00'00"W

② R-59000'
A-135.12'
Δ-13°35'00"
T-9.89'
C-137.27'
CB-N79°49'20"W

86JA 763 1:21 589

JR25
VT CO.



COPY OF ORIGINAL

CERTIFIED CORRECT



PL 763 PAGE 580

PERFECT



PL
Showing Property Dedicate
And Emergency Vehicle an
And Storm Sew

ALEXANDRIA K
DEVELOPME

CITY OF ALEXAI

SCALE: 1"=50'

WALTER L.
INCORPO.

CERTIFIED CIVIL ENGINEER
901 W. BROAD STREET

Book 763 page 531

DATE <u>9-13-73</u>
<u>Dayton L. Cook</u> DIRECTOR OF PUBLIC WORKS
<u>Richard C. Marshall</u> DIRECTOR OF PLANNING AND REGIONAL AFFAIRS

CLAT

had to Public Street Purposes
and Water Main Easement
Power Easements,

KNOLLS WEST
NT COMPANY

ANDRIA, VIRGINIA

DATE: AUGUST 30, 1973

L. PHILLIPS

INCORPORATED

ENGINEERS AND LAND SURVEYORS
FALLS CHURCH, VIRGINIA

being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said water mains and appurtenant facilities; provided, however, that the authority at its own expense shall restore, as nearly as possible, to their original condition all land or premises included within or abutting the said easement which are disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences, the reseeded or resodding of lawns or pasture areas, the replacement of shrubbery and the replacement of structures and other facilities located without the easement, but shall not include the replacement of trees or the replacement of structures and other facilities located within the easement.

4. The Owner(s) reserves the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easement by the Company for the purposes named; provided, however, that the Owner(s) shall not erect any building or other structure, excepting a fence or change existing ground elevation on the easement without obtaining the prior written approval of the Company.

5. The water main easement hereby granted is contained within a 22 foot emergency vehicle easement and water main easement as shown on the attached plat and is subject to the rights granted to the City of Alexandria, Virginia, in said 22 foot easement by deed from the party of the first part, bearing even date herewith, and intended to be recorded among the land records of the City of Alexandria, Virginia.

IN WITNESS WHEREOF, Alexandria Knolls West Development Company has caused this Agreement to be executed by ARPAD DONYAI and WALTER D. KEALE, General Partners, on the date first above written.

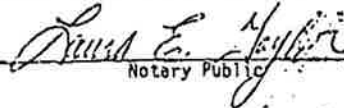
ALEXANDRIA KNOLLS WEST DEVELOPMENT COMPANY, a Virginia Limited Partnership

BY: [Signature] (SEAL)
General Partner
[Signature] (SEAL)
General Partner

BOOK 763 PAGE 584

STATE OF VIRGINIA)
CITY OF ALEXANDRIA) SS:

The foregoing Agreement was acknowledged before me this 19th day of
September, 1973, by ARPAO DOMYAN and WALTER D. NEALE, General Partners of
ALEXANDRIA KINGSLEY WEST DEVELOPMENT COMPANY, a Virginia Limited Partnership.

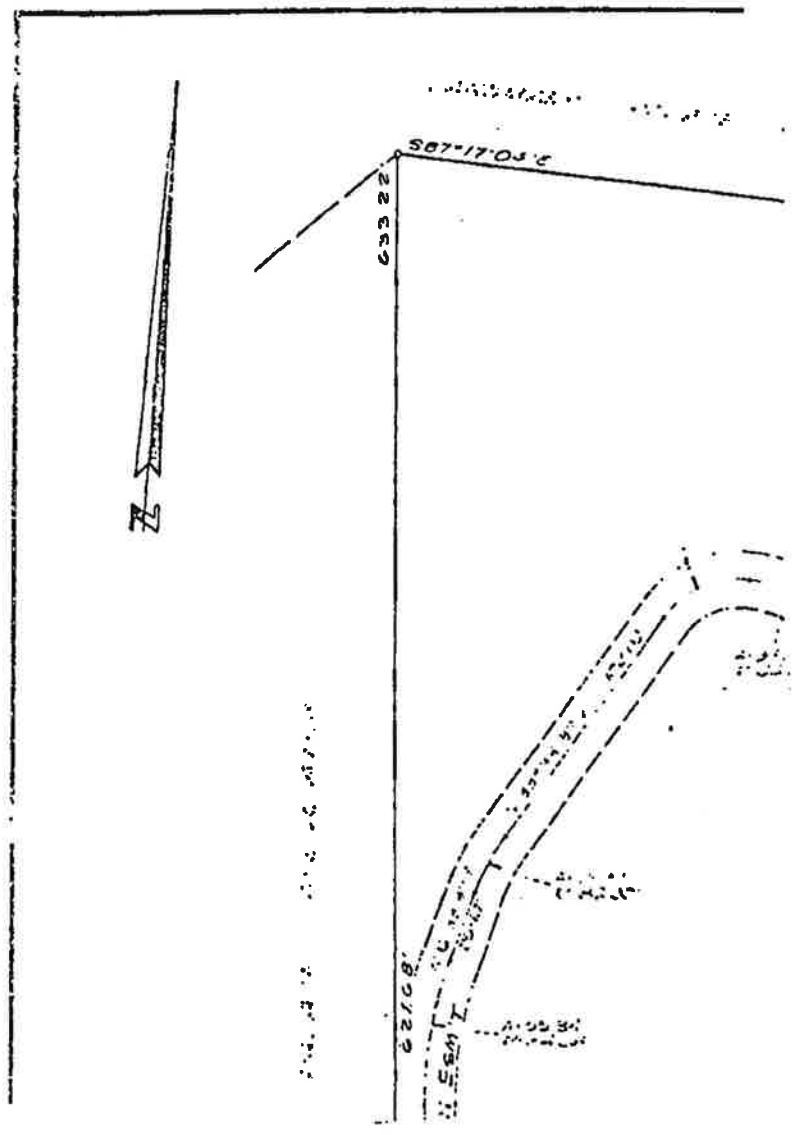

Notary Public

My commission expires:

April 24, 1977

VIRGINIA
In the Clerk's office of the Circuit
Court-City of Alexandria this deed
was received and the taxes imposed by
Sec. 59-2.1 in the amount of \$
have been paid & with the Deed
certificates submitted to record on
7-17-73 2:22 P.M.

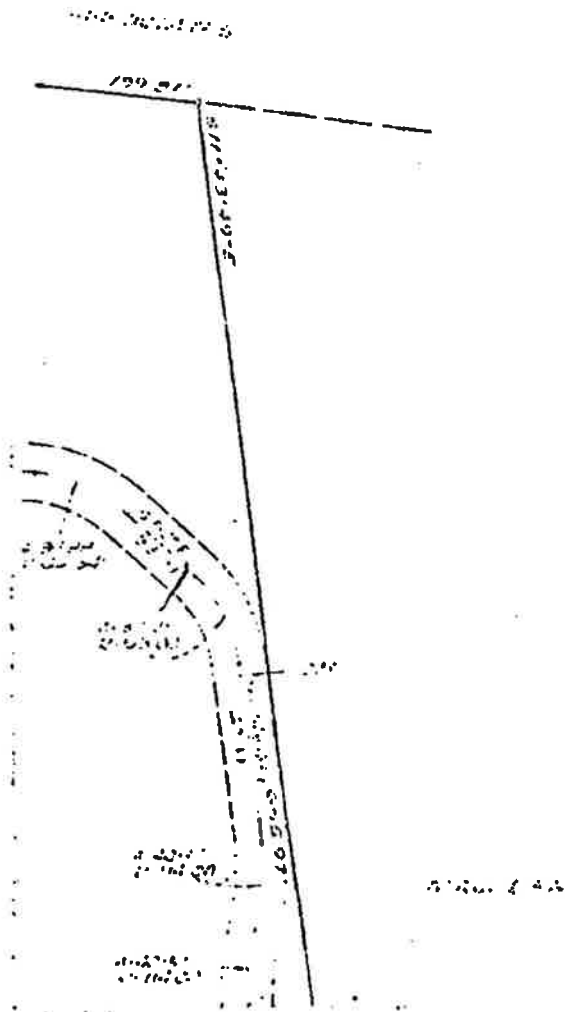
 CLERK



Blk. 703 case 586

AREA TABU.

Area Dedicated
Public Str.
Residue Proper
After Dec
Total Area



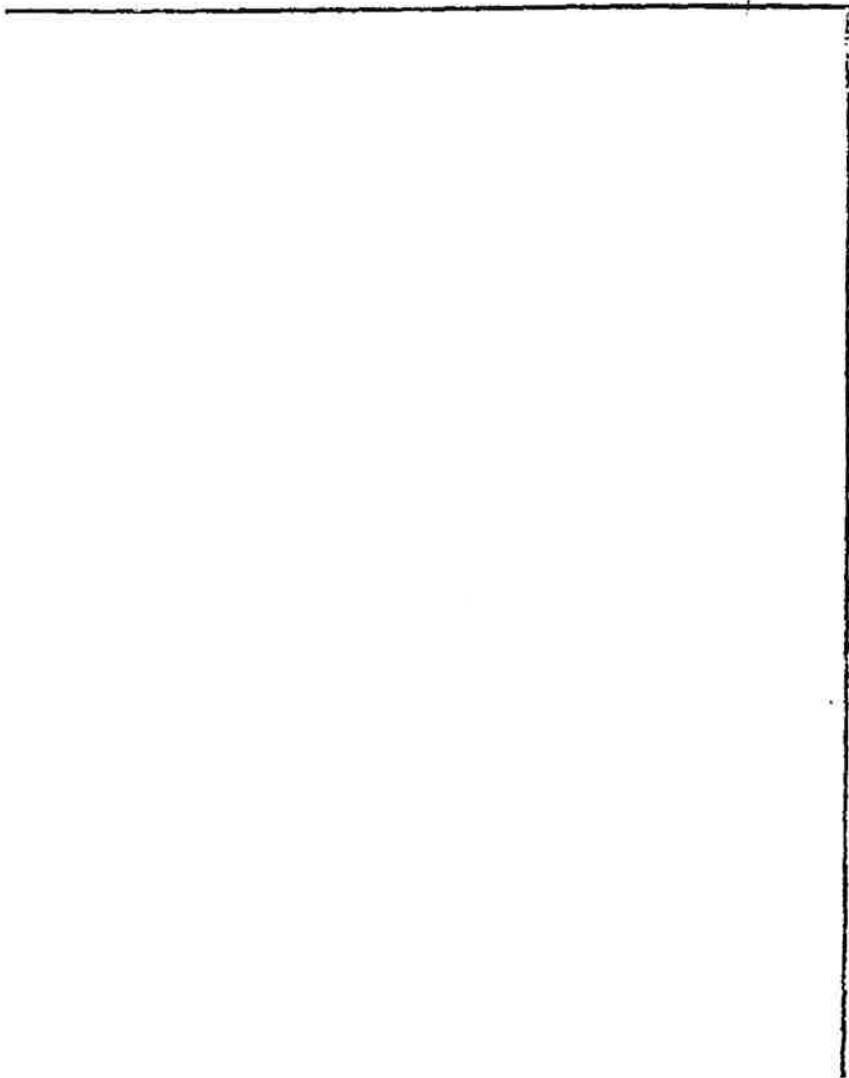
BOOK 763 PAGE 557

REBULATIONS

ated To
c Street Purposes 3,438⁰
roperty
c Dedication 149,330⁰

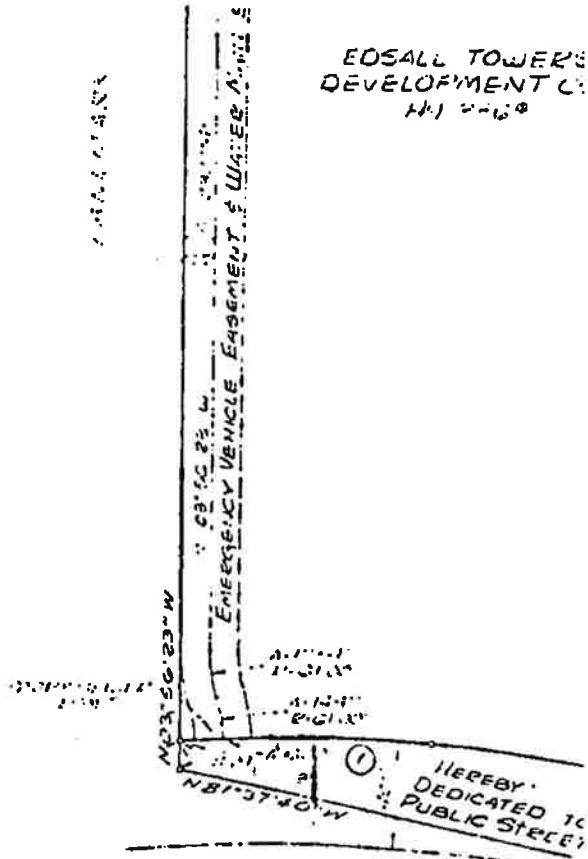
157,774⁰
or
3.62199 Acres

BUCK 763 PAGE 598



BOOK 763 PAGE 530

EDSALL TOWER'S
DEVELOPMENT CO.
MAY 1968



EDSALL

CURVE DATA

① R-1000'
 A-75.27'
 Δ-07°40'07"
 T-28.21'
 C-75.19'
 CB-S87°00'00"W

② R-5300'
 A-153.12'
 Δ-18°35'00"
 T-94.89'
 C-187.29'
 CB-N 79°41'20"W

Page 703 of 800

OWNER'S
BET CO.
1998

EMERGENCY VEHICLE EASEMENT
UNITS MAIN E.M.I.

BEYOND
CALLED TO
K STREET PURPOSES 5-1355

ROAD

FORM 21 (6/11)

CERTIFIED CORREC



JECT



PLAT
showing Property Dedication
And Emergency Vehicle and
And Storm Sewer
ALEXANDRIA KN
DEVELOPMEN
CITY OF ALEXANDRIA
SCALE: 1"=50'
WALTER L. I
INCORPORATED
CERTIFIED CIVIL ENGINEERS
901 W. BROAD STREET F

Book 763 pg. 602

DATE	9-13-73
<i>Dayton L. Cook</i> DIRECTOR OF PUBLIC WORKS	
<i>Richard P. Maxwell</i> DIRECTOR OF PLANNING AND REGIONAL AFFAIRS	

FLAT

dedicated To Public Street Purposes
and Water Main Easement
Sewer Easements.

KNOLLS WEST
ENT COMPANY

MANASSAS, VIRGINIA

DATE: AUGUST 30, 1973

L. PHILLIPS

INCORPORATED

ENGINEERS AND LAND SURVEYORS
FALLS CHURCH, VIRGINIA