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KEENE MILL WOODS CONDOMINIUM

MASTER DEED

THIS MASTER DEED Made in Fairfax County, Commonwealth of Virginia, on the 22nd day of February, 1973, by PRESLEY COMPANY EAST, INC., formerly Presley Development Company East, Inc., a Delaware corporation (hereinafter referred to as the "Grantor"), made pursuant to the provisions of the Horizontal Property Act of the Commonwealth of Virginia.

WITNESSETH THAT:

WHEREAS, Title 55, Section 79.1, et seq., of the Code of Virginia (1950), as amended (hereinafter referred to as the "Act"), provides for the creation of horizontal property regimes or condominiums in the Commonwealth of Virginia; and

WHEREAS, the Grantor is the owner in fee of a parcel of land situated in the Springfield District of Fairfax County, Virginia, more particularly described in Exhibit A which is a metes and bounds description of the land constituting the Condominium Project and which is attached hereto, and made a part hereof by reference as fully as if set out in full herein and further more particularly described as "Keene Mill Woods Condominium" on Exhibit B, which is a plat entitled "Keene Mill Woods Condominium, Springfield District, Fairfax County Virginia", attached hereto (which parcel of land is hereinafter referred to as the "Land").

NOW, THEREFORE,

FIRST: The Grantor hereby establishes a horizontal property regime in accordance with Title 55, Section 79.3 of the Act, upon the LAND, shown on Exhibits A and B attached hereto. It is the purpose of the Grantor by this Master Deed to so divide and to impose covenants and restrictions upon the LAND, all of which shall run with the LAND, that the LAND, together with the improvements erected thereon, shall constitute a Condominium Project as defined in

Title 55, Section 79.2(d) of the Act known as "Keene Mill Woods Condominium". The submission of the LAND to the horizontal property regime as aforesaid is subject to all covenants, conditions and restrictions now recorded or hereafter to be placed on the record.

SECOND: Grantor hereby establishes the aforesaid LAND into a horizontal property regime as follows:

1. The Condominium Project consists of thirty-one (31) separate buildings comprising a total of three hundred and three (303) condominium units. There are eight (8) different size or type units. Each building is given a number and comprises the units shown on Exhibit B attached hereto and made a part hereof composed of two sheets. Each unit is given an "identifying number" as shown on Said Exhibit B and no condominium apartment unit bears the same identifying number as does any other condominium apartment unit. The aforesaid identifying number as to the condominium apartment unit is also the identifying number as to the real estate constituting such condominium apartment unit. Exhibit B gives the unit type, the approximate number of square feet in each unit and the street address of each unit. Exhibit C consisting of five sheets, attached hereto, gives the grade elevation of the improvements. Exhibit D attached hereto and made a part hereof shows the boundary dimensions of each type of condominium apartment unit, and where a particular unit comprises more than one floor, the boundary dimensions of each floor is shown. Said Exhibit D further shows the Limited Common Element appurtenant to each condominium apartment unit. Together with this Master Deed, Exhibits A, B, C and D are in sufficient detail to identify the location dimensions and size of the General Common Elements, Limited Common Elements, and of each condominium apartment unit as evidenced by the Certificate of the Registered Land Surveyor.

The legend and notes contained within the said Exhibits are incorporated herein and made a part hereof by reference. Where the designation "Condominium Apartment Unit", "APT", "Townhouse Unit", "TH", or "Unit" are used, such terms are to be considered synonymous with the designation "Apartment" and "Condominium" as defined in Title 55, Section 79.2, et seq. of the Act. Said Condominium Project is further described as follows:

A. Condominium Project. The buildings in which the condominium units will be located will be constructed substantially in accordance with the plans and specifications prepared by Cohen, Haft and Associates, dated _____ October 31, 1972, and as subsequently revised.

B. Condominium Apartment Unit Boundaries. Each condominium apartment unit shall include that part of the Condominium Project which lies within the following boundaries of each respective unit:

(1) Apartment (APT)-A Type Unit containing 1,107 square feet, and Apartment (APT)-B Type Unit containing 1,203 square feet. One story apartment unit with the laundry room, connected by a stairway, for a two-story townhouse unit located above along one vertical boundary and the laundry room, connected by a stairway, for another two-story townhouse unit located above along another vertical boundary. Their horizontal and vertical boundaries are as follows:

(i) Horizontal Boundaries: The plane of the center line of the floor slab separating the one story apartment unit from the adjacent two two-story townhouse units above and the underside of the lowest floor slab.

(ii) Vertical Boundaries: The plane of the outer surface of the exterior walls which do not separate an apartment unit from other apartment units, and the plane of the center line of the walls which separate the apartment unit from other apartment units or from the laundry rooms connected to townhouse units located above, and shall include windows, window frames, doors, door frames and trim included in such exterior walls.

(2) Townhouse (TH)-A Type Unit containing 1,461 square feet.

Townhouse (TH)-A Type Unit containing 1,512 square feet, and Townhouse (TH)-B Type Unit containing 1,718 square feet, and Townhouse (TH)-B Type Unit containing 1,657 square feet. Each is a two-story townhouse unit with a laundry room, connected by stairs, on a third (basement) floor. Their Horizontal and Vertical boundaries are as follows:

(i) Horizontal Boundaries: The plane of the center line of the floor separating a two-story townhouse unit from a one-story apartment unit and the plane of the underside of the exterior surface of the roof, except that the lower boundary of the laundry room located on a third (basement) floor and connected to the two-story townhouse unit by a stairway, shall be the underside of the lowest floor slab.

(ii) Vertical Boundaries: The plane of the outer surface of the exterior walls which do not separate a townhouse from other townhouses and the plane of the center line of the walls which separate the townhouse unit from other townhouse units or apartment units and shall include windows, window frames, doors, door frames and trim included in such exterior walls.

(3) Townhouse (TH)-A Type Unit containing 2,040 square feet and

Townhouse (TH)-C Type Unit containing 2,390 square feet. Each is a three-story townhouse unit with a basement floor, first floor and second floor. Their Horizontal and Vertical boundaries are as follows:

(i) Horizontal Boundaries: The underside of the lowest floor slab and the plane of the underside of the exterior surface of the roof.

(ii) Vertical Boundaries: The plane of the outer surface of the exterior walls which do not separate a townhouse from other townhouse or apartment units and the plane of the center line of the walls which separate the townhouse unit from other townhouse units or apartment units, and shall include windows, window frames, doors, door frames and trim included in such exterior walls.

(4) Exclusions from and Extensions of Ownership. Said condominium apartment unit co-owner shall be deemed not to own the paint and other exterior finishes on the outermost side of the entrance doors, balcony doors and on all windows and not to own any pipes, wires, conduits, or other public utility lines, ventilation or other ducts, bearing walls or structural portions of the building running through said respective condominium apartment unit, which are utilized for or serve more than one condominium apartment unit, which items are by these presents hereby made a part of the General Common Elements. Where there is attached to the Condominium Project a balcony or terrace, such boundaries shall not include the balcony or terrace serving such condominium apartment units, which balcony or terrace shall be a Limited Common Element.

C. Limited Common Elements. The balconies, stoops and terraces shown and graphically described as such in Exhibit D are Limited Common Elements appurtenant to each of the condominium apartment units to which they are attached or assigned. These Limited Common Elements are reserved for the use of the condominium apartment units to which they are appurtenant, to the exclusion of other condominium units, and there shall pass with a condominium apartment

unit, as appurtenant thereto, the exclusive rights to use the Limited Common Elements so appurtenant. Any expense of maintenance, repair or replacement relating to such Limited Common Elements and all structural maintenance, repair or replacement thereof shall be treated as and paid for as a part of the Common Expenses of the Council of Co-owners, unless the same shall be caused by the negligence or deliberate act of the individual condominium apartment unit co-owner or other person having access to such Limited Common Elements with said co-owners actual or implied consent or permission in which case expenses of maintenance, repair or replacement relating to such Limited Common Elements referred to in this Paragraph shall be borne by and assessed against the individual condominium apartment unit co-owner.

D. General Common Elements. All portions of the Condominium Project not described above as a part of a condominium apartment unit or part of a Limited Common Element are hereby declared to be General Common Elements. Any expense of maintenance, repair or replacement relating to such General Common Elements and all structural maintenance, repair or replacement thereof shall be treated as and paid for as a part of the Common Expenses of the Council of Co-owners, unless the same shall be caused by the negligence or deliberate act of the individual condominium apartment unit co-owner or other person having access to such General Common Elements with said co-owner's actual or implied consent or permission in which case expenses of maintenance, repair or replacement relating to such General Common Elements referred to in this Paragraph shall be borne by and assessed against the individual condominium apartment unit co-owner.

(1) Each co-owner of a condominium apartment unit shall have an undivided interest in the General Common Elements and Limited Common Elements and shall share in the expense of operating and maintaining the same in accordance with the ratio of percentages as set forth in Exhibit E, Schedules

of Percentages, attached hereto and incorporated herein by reference, and made a part hereof.

(2) The aforesaid ratio of sharing the percentage of Common Expenses and assessments as shown in Exhibit E, shall remain unchanged without regard to the purchase price of the condominium apartment units, their locations or the Condominium Project square footage included in such condominium apartment unit. Any common excess funds of the Council of Co-owners shall be owned by each of the condominium apartment unit co-owners in the same proportion as their respective ownership percentage interest in the General Common Elements.

(3) The owners of Lots 1, 2, 3, 15, 16, 17, 18, 20, 21, 19, 23, 24, 25, 26, 27, 28, 29, 31, 32, 34, 35, 36, 38, 40, 41, 43, 44, 45, 49, 51, 54, 55, 56, 59, 62, 69, 79, 80, 81 and 82, in Section One, KEENE MILL WOODS, as the same is duly dedicated, platted and recorded in Deed Book 3438, page 433, among the land records of Fairfax County, Virginia, (and their families, guests, invitees and tenants in residence), shall have the right to use the swimming pool, the wading pool, the Bath House and the private streets running from Draco Street to the swimming pool area. Such right of use of the aforesaid recreational facilities and access over said private streets shall be subject to the following conditions, limitations and restrictions:

(a) The owner of each of the aforementioned forty (40) lots located in Section One, KEENE MILL WOODS, shall pay monthly in advance to the Council of Co-Owners of Keene Mill Woods Condominium, or an agent duly named by said Council an amount equivalent to but not to exceed the pro rata amount charged or allocated to all owners of Townhouse (TH)-B Type Unit containing 1,718 square feet for the maintenance and improvement of the swimming pool area facilities. Such owners shall not be charged for any expense in operating and maintaining any other portion of the General Common Areas.

of Percentages, attached hereto and incorporated herein by reference, and made a part hereof.

(2) The aforesaid ratio of sharing the percentage of Common Expenses and assessments as shown in Exhibit E, shall remain unchanged without regard to the purchase price of the condominium apartment units, their locations or the Condominium Project square footage included in such condominium apartment unit. Any common excess funds of the Council of Co-owners shall be owned by each of the condominium apartment unit co-owners in the same proportion as their respective ownership percentage interest in the General Common Elements.

(3) The owners of Lots 1, 2, 3, 15, 16, 17, 18, 20, 21, 19, 23, 24, 25, 26, 27, 28, 29, 31, 32, 34, 35, 36, 38, 40, 41, 43, 44, 45, 49, 51, 54, 55, 56, 59, 62, 69, 79, 80, 81 and 82, in Section One, KEENE MILL WOODS, as the same is duly dedicated, platted and recorded in Deed Book 3438, page 433, among the land records of Fairfax County, Virginia, (and their families, guests, invitees and tenants in residence), shall have the right to use the swimming pool, the wading pool, the Bath House and the private streets running from Draco Street to the swimming pool area. Such right of use of the aforesaid recreational facilities and access over said private streets shall be subject to the following conditions, limitations and restrictions:

(a) The owner of each of the aforementioned forty (40) lots located in Section One, KEENE MILL WOODS, shall pay monthly in advance to the Council of Co-Owners of Keene Mill Woods Condominium, or an agent duly named by said Council an amount equivalent to but not to exceed the pro rata amount charged or allocated to all owners of Townhouse (TH)-B Type Unit containing 1,718 square feet for the maintenance and improvement of the swimming pool area facilities. Such owners shall not be charged for any expense in operating and maintaining any other portion of the General Common Areas.

(b) In the event the owners of the above numbered forty (40) lots in Section One, KEENE MILL WOODS, fail to pay said monthly charge in advance and said charge remains unpaid for a period of sixty (60) days from the time it is due, the Council shall have the option to terminate the right of said lot owner in Section One, KEENE MILL WOODS, to use the aforesaid swimming pool facilities and said lot owner shall be so notified in writing of said termination.

(c) The right to use the aforesaid swimming pool recreational facilities is subject to the rules of the Council governing such use by its own members.

(d) Such lot owners shall have no greater rights of use of said recreational facilities than those afforded to the co-owners of the condominium apartments.

(e) The Co-owners of the Condominium Apartments are the owners of the General Common Elements and said owners of the aforementioned lots in Section One, KEENE MILL WOODS, acquire no ownership rights in said General Common Elements.

(f) The above rights of said forty (40) lot owners in Section One, KEENE MILL WOODS, are not assignable upon a transfer of said lots by the respective original purchasers from Artery, Ltd. and shall terminate upon said transfer of ownership.

II. LEGAL INTEREST: Keene Mill Woods Condominium shall consist of Three Hundred and Three (303) condominium apartment units, together with General Common Elements and Limited Common Elements as defined herein. Each condominium apartment unit may be individually conveyed and encumbered and may be the subject of ownership, possession or sale and of all types of juridic acts inter vivos or mortis causa, as if it were the sole and entirely independent real property of the purchasing co-owner, and of all his successors in title.

III. ADMINISTRATION: The administration of Keene Mill Woods Condominium shall be conducted in accordance with the provisions of this Master Deed, the By-Laws of the Council of Co-owners, as defined in Title 55, Section

79.2(f) of the Act, and attached hereto as Exhibit F and made a part hereof as fully as if set out in full herein (hereinafter referred to as "By-Laws").

Every co-owner, or co-owners, of a condominium apartment unit shall automatically become a member of the Council of Co-Owners of this Condominium Project and shall remain a member of said Council until such time as his ownership ceases, for any reason, at which time his membership in said Council shall automatically cease. Other than as an incident to a lawful transfer of the title to a condominium apartment unit, membership in the Council of Co-owners shall be non-transferable and any attempt to transfer the same shall be null and void.

IV. USE AND OWNERSHIP OF GENERAL COMMON ELEMENTS AND LIMITED COMMON

ELEMENTS:

A. Except for the limited use granted to forty (40) lot owners in Section One, KEENE MILL WOODS, as more particularly set forth in Article 1, Paragraph D (3) above, the use of the General Common Elements shall be limited to co-owners of condominium apartment units in residence, to their tenants in residence and to their guests, invitees and licensees. The use of Limited Common Elements shall be restricted to the co-owner of the condominium apartment unit to which it is appurtenant, to their tenants in residence and to their guests, invitees and licensees.

B. The General Common Elements and Limited Common Elements shall remain undivided and no co-owner may bring any action for partition or division of these common elements.

C. The undivided interest in the General Common Elements and Limited Common Elements shall not be separate from the condominium apartment unit and shall be deemed to be conveyed or encumbered with the condominium apartment unit even though such interest is not expressly mentioned or described in the document of conveyance or encumbrance.

D. The use of the General Common Elements and Limited Common Elements shall be governed by the By-Laws attached hereto as Exhibit F and as they may hereafter be amended, and by house rules and regulations adopted by the Council of Co-owners.

E. The Council of Co-owners may suspend or limit the right of any co-owner or other person to use any part of the General Common Elements or Limited Common Elements upon the failure of such co-owner or other person to observe all By-Laws, house rules and regulations promulgated by the Council of Co-owners governing the use of such General Common Elements or Limited Common Elements.

V. GOVERNING DOCUMENTS:

A. Each co-owner and each tenant of a co-owner shall comply with all of the provisions of this Master Deed and with the By-Laws, decisions and resolutions of the Council of Co-owners, as each may be properly amended from time to time. Failure to comply with such provisions, By-Laws, decisions and resolutions shall be grounds for an action to recover damages or for injunctive relief as provided hereinafter in Section XV hereof.

B. All co-owners and tenants, present or future, or any other person who may be in or use the facilities of the Condominium Project in any manner, are subject to the provisions of this Master Deed and any By-Laws, rules or regulations established by the Council of Co-owners and the mere acquisition or rental of any of the condominium apartment units of the Condominium Project or the mere act of occupancy of any of said condominium apartment units or the General Common Elements or Limited Common Elements appurtenant thereto, shall signify that the provisions of this Paragraph of the Master Deed are accepted and ratified.

VI. TELEVISION: The Grantor or the Council of Co-owners may from time to time authorize the installation of one or more master television or radio antenna distribution systems, which shall remain part of the General Common Elements.

VII. LIABILITY FOR ASSESSMENTS:

A. No co-owner of a condominium apartment unit may exempt himself from liability for assessments to his condominium apartment unit for the cost of the maintenance and operation of the General Common Elements and Limited Common Elements by waiver of the use or enjoyment of any of the General Common Elements or Limited Common Elements or by the abandonment of his condominium apartment unit.

B. The assessments imposed by the Council of Co-owners in accordance with the provisions of its By-Laws for the maintenance and operation of the General Common Elements shall constitute a lien upon each of the condominium apartment units superior to all other liens, other than liens for real estate taxes and liens for first trust or first mortgage financing. In addition, each co-owner shall be personally liable for all such assessments imposed by the Council of Co-owners which may be due and payable during any time which he owns a condominium apartment unit. This lien shall be a lien on the real estate subordinate to the above mentioned real estate taxes and first deeds of trust or first mortgages, but will be fully assessed against the real estate and will be enforceable in a Court of competent jurisdiction and if the condominium apartment unit is sold this lien must be satisfied or it will be a burden upon the subsequent Grantees taking title to the condominium apartment unit in Keene Mill Woods Condominium.

C. In the case of any conveyance of any condominium apartment unit, the conveyee of the condominium apartment unit shall be jointly and severally liable with the conveyor for all unpaid assessments by the Council of Co-owners against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the conveyee's right to recover from the conveyor the amounts paid by the conveyee therefor. However, upon payment of a fee therefor any such conveyor shall be entitled to a statement from the management agent or the Board of Directors of the Council of

Co-owners, as the case may be, setting forth the amount of the unpaid assessments against the conveyer of such condominium apartment unit due the Council of Co-owners and such conveyee shall not be liable for, nor shall the condominium apartment unit conveyed be subject to, a lien for any assessments made by the Council of Co-owners against the conveyer of the condominium apartment unit in excess of the amount therein set forth.

VIII. INSURANCE:

A. The Council of Co-owners shall obtain and maintain at all times, to the extent available, at least, the following insurance (hereinafter referred to as "Condominium Project Insurance"):

(1) Insurance on the Condominium Project in an amount equal to the full replacement value (i.e., 100% of "Replacement cost") of the Condominium Project (as determined annually by the Council of Co-owners) and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:

(i) loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;

(ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, boiler and machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and

(2) Public liability insurance in such amounts and in such forms as may be considered appropriate by the Council of Co-owners including, but not limited to, water damage legal liability, hired automobile, non-owned automobile and any and all other liability incident to the ownership and/or use of the Condominium Project or any portion thereof; and

(3) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(4) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Council of Co-owners.

B. The premiums for the insurance coverage shall be a Common Expense to be paid by monthly assessments levied by the Council of Co-owners against each of the co-owners. The premiums attributable to coverage on the condominium apartment units and the General Common Elements shall be apportioned among the co-owners in accordance with their respective percentages of interest as set forth in Exhibit E attached hereto.

C. The Council of Co-owners, or its designee, shall have the exclusive authority to adjust losses under the said insurance policies.

D. In no event shall the insurance coverage obtained and maintained by the Council of Co-owners be brought into contribution with insurance purchased by individual co-owners, or their mortgagees.

E. Each co-owner may obtain additional insurance at his own expense upon his condominium apartment unit provided that no co-owner shall maintain insurance coverage which will tend to decrease the amount which the Council of Co-owners may realize under any insurance policy which it may have in force on Keene Mill Woods Condominium at any particular time.

F. All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the condominium apartment units.

G. The Council of Co-owners shall from time to time designate an Insurance Trustee. The Council of Co-owners shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a Common Expense of Keene Mill Woods Condominium.

H. Except as hereinafter provided, the Insurance Trustee named in the Condominium Project property endorsement shall receive and hold the

amount payable under said Condominium Project Insurance and apply the same to the cost of reconstruction or repair of a damaged or destroyed condominium apartment unit. The co-owner of a damaged or destroyed condominium apartment unit shall be obligated to commence the work of repairing or reconstruction of the condominium apartment unit within sixty (60) days from the date of the damage or destruction. The work shall be accomplished in accordance with the same plans and specifications by which the condominium apartment unit was originally constructed, subject, however, to the prior written approval of the Council of Co-owners. The Insurance Trustee shall make available and pay to the co-owner the amount of insurance proceeds received by the Insurance Trustee for the reconstruction and repair of the condominium apartment unit. The payment of the proceeds of insurance shall be made as the work progresses at such time and upon compliance by the co-owner with such conditions as the Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the condominium apartment unit in a workmanlike manner, free and clear of any mechanic's and materialmen's liens and any encumbrances, liens, claims or charges. If the cost of the reconstruction or repair exceeds the amount paid to the Insurance Trustee, the excess shall be paid by the co-owner; provided, however, that in the event two-thirds (2/3rds) or more of the total number of condominium apartment units in Keene Mill Woods Condominium are substantially damaged or destroyed, a decision not to reconstruct or repair the damaged or destroyed condominium apartment units may be made within sixty (60) days from the date of the damage or destruction by the vote of at least two-thirds (2/3rds) of the co-owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws of the Council of Co-owners. In such event, Keene Mill Woods Condominium shall be considered to be terminated. All damaged or destroyed condominium apartment units must be repaired or restored if:

(1) less than two-thirds (2/3rds) of the total number of condominium apartment units are damaged or destroyed; or

(2) more than two-thirds (2/3rds) of the total number of condominium apartment units are damaged or destroyed and a decision not to reconstruct or rebuild damaged or destroyed condominium apartment units is not made as provided for hereinabove.

IX. EASEMENTS:

A. If any portion of a condominium apartment unit, General Common Element, or Limited Common Element 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 multi-family structure is partially or totally destroyed, and then rebuilt, encroachments of parts of the condominium apartment units, General Common Elements or Limited Common Elements, as aforesaid due to construction, shall be permitted, and a valid easement for said encroachments and the maintenance thereto 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 Project.

B. There are reserved easements through each of the condominium apartment units for the benefit of any adjoining or other condominium apartment unit contained in the Condominium Project as may be required for the installation, existence, repair and maintenance of all structural elements of the building in which the condominium apartment unit is located, for any television and radio antenna distribution system, for electrical lines and conduits, heating and ventilating ducts, water lines, drain pipes and other appurtenances to all other utility systems in order to adequately serve each of such condominium apartment units. Such easements through a condominium apartment unit shall be according to the plans and specifications for the Condominium

Project, or as the Condominium Project shall be constructed, unless a variance for the same is approved in writing by the co-owners subject to such easement. The aforesaid easement shall be in addition to all other easements contained herein.

C. Every condominium apartment unit co-owner shall have a perpetual easement for support and a perpetual easement in, upon, through and over any portion of the Condominium Project, to keep, maintain, use, repair and replace his condominium apartment unit, in its original position, and in every subsequent position to which it changes, by reason of the gradual forces of nature and the elements, whether such subsequent position be, in whole or in part, adjacent, subjacent, or superjacent to said original position and every condominium apartment unit co-owner shall have a perpetual easement in every portion of the Condominium Project for the installation, maintenance and repair of any pipe, cable, wire, other conduit of liquids or energy, supplying water, sewage, telephone, radio, television, electricity, heat, steam or other similar service to the condominium apartment unit owned by him, subject, however, to the provisions that the work of installation or repair shall be performed by the Council of Co-owners or the agent of said Council or other person to whom the Council has delegated such authority and further subject to the provisions set forth in the By-Laws attached hereto.

D. In interpreting any or all of the provisions of this Master Deed or the Schedules or Exhibits attached hereto, subsequent deeds and mortgages to individual condominium apartment units, et cetera, the actual location of the condominium apartment unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered, notwithstanding the fact that any minor variations in location do now or shall exist and a valid easement for such variations and for the maintenance thereof does and shall exist.

X. REPAIRS: The Grantor, its agents, its successors, or assigns, or the Council of Co-owners or its agent when it takes over operation and maintenance of Keene Mill Woods Condominium, shall have the right to enter any condominium apartment unit when necessary to carry out any repair, maintenance or construction for which the Council of Co-owners is responsible or for which any co-owner is responsible and has not completed after appropriate notice from the Council of Co-owners. Except in emergencies, the entry by the Grantor or Council of Co-owners shall be made with as little inconvenience to the co-owner as practicable. Any damage caused during any entry shall be repaired at the expense of the Council of Co-owners unless the entry is made to perform any obligation for which the co-owner is responsible, in which event the entry and all work done shall be done at the risk and expense of the co-owner.

XI. RIGHTS OF MORTGAGEES AND TRUSTEES: Bona fide first mortgagees holding first mortgages secured by any individual condominium apartment unit within the Condominium Project or upon any other portion of the Condominium Project shall be entitled to the following rights provided that such mortgagees shall have notified the Council of Co-owners of the fact that they hold such a first mortgage. For the purposes of this Master Deed, all Trustees for the benefit of holders of notes secured by first Deeds of Trust given on any one or more of the condominium apartment units and any other portion of the Condominium Project shall be entitled to the same rights as first mortgagees and any reference herein to first mortgagees shall apply likewise to such Trustees.

A. The holder of any first mortgage as aforesaid is entitled to a written notification from the Council of Co-owners at least thirty (30) days prior to the effective date of any change in the Condominium Project documents and any change of the management agent (not including change in employees of any corporate manager) of the Condominium Project.

B. The holder of any mortgage as aforesaid is further entitled to written notification from the Council of Co-owners of any default by the mortgagor of such condominium apartment unit in the performance of such mortgagor's obligations under the Condominium Project documents which is not cured within thirty (30) days.

C. Unless all holders of first mortgage liens on individual condominium apartment units shall have given their prior written approval, the Council of Co-owners of the Condominium Project shall not:

(1) Fail to employ a professional manager for the Condominium Project unless prior written approval is granted by any and all institutions which may hold first mortgages and any and all institutions (such as MGIC Mortgage Corporation) insuring such mortgage loans;

(2) Change the pro rata interest or obligations of any condominium apartment unit as shown on Exhibit E hereto for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the Condominium Project except in case of taking by eminent domain provided for in Section XIII hereof.

(3) Partition or subdivide any condominium apartment unit or the common elements of the Condominium Project or annex additional lands.

(4) By act or omission seek to abandon the condominium status of the Condominium Project except as provided herein in case of substantial loss to the condominium apartment units and common elements of the Condominium Project.

XII. REVOCATION, TERMINATION AND AMENDMENT OF HORIZONTAL PROPERTY

REGIME:

A. The Condominium Project established by this Master Deed shall not be revoked nor any of the LAND or improvements removed from Keene Mill Woods Condominium nor any of the provisions of the Master Deed amended unless

ninety per cent (90%) of all the co-owners, or the sole owner of the LAND covered hereby, if any there be, shall by deed make such amendment or waive this regime and regroup or merge the records of the filial estates with the principal property, provided, that the filial estates are unencumbered, or if encumbered, that the creditors in whose behalf the encumbrances are recorded accept as security the undivided portions of the property owned by the debtor, or otherwise agree to such revocation, amendment or removal by appropriate documentation.

B. In the event Keene Mill Woods Condominium is terminated for any cause or reason other than revocation as aforesaid, then the entire Keene Mill Woods Condominium shall be deemed to be owned by all of the co-owners as tenants in common in the same proportions as their percentages of interest in the General Common Elements expressed in Exhibit E of this Master Deed. Any liens affecting any of the condominium apartment units shall be transferred in accordance with existing priorities to the percentage of the undivided interest of the co-owner of the condominium apartment unit upon which the lien was originally imposed. Subsequent to termination the entire Keene Mill Woods Condominium shall be subject to an action for partition at the suit of any co-owner, in which event the net proceeds of sale shall be considered as one fund and shall be divided among all of the co-owners in proportion to their percentages of interest as set forth in Exhibit E attached hereto; provided, however, that before any proceeds of sale are distributed to any co-owner, all liens imposed upon the condominium apartment unit previously owned by the co-owner and all assessments imposed upon the condominium apartment unit by the Council of Co-owners shall be satisfied in full, out of the share otherwise payable to said co-owner.

C. Notwithstanding any other provisions contained herein concerning termination, the first mortgage or Deed of Trust liens on damaged or destroyed condominium apartment units shall be satisfied out of the insurance

or other proceeds to the extent sufficient for this purpose, prior to a partition suit being instituted and thereafter, the interest in the property owned, or in the distribution of the proceeds derived from a partition suit, of all such condominium apartment unit co-owners whose first mortgages or Deeds of Trust have been so satisfied shall be proportionately adjusted.

XIII. TAKING BY EMINENT DOMAIN: Payment for the taking of a portion of a condominium apartment unit or of the common elements by eminent domain or the conveyance under threat thereof shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to a co-owner, every such condominium apartment unit co-owner shall deposit the award with the Insurance Trustee. And, in the event of failure to do so, in the discretion of the Council of Co-owners, a special assessment shall be made against a defaulting co-owner in the amount of his award, and the amount of such award shall be set off against the sums hereinafter made payable to such co-owner. The proceeds of the award shall be distributed or used in a manner heretofore provided for insurance proceeds except that when the horizontal property regime is not to be terminated, and one or more condominium apartment units are taken in part, the taking shall have the following effects:

A. If the Condominium Apartment Unit is Reduced but Tenable. If the condominium apartment unit taking reduces the size of the condominium apartment unit, and the remaining portion of the condominium apartment unit can be made tenable, the award for the taking of a portion of the condominium apartment unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the horizontal property regime:

(1) The condominium apartment unit shall be made tenable.

If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the co-owner of the condominium apartment unit.

(2) The balance of the award, if any, shall be distributed to the co-owner of the condominium apartment unit and to each mortgagee of the condominium apartment unit included in the mortgagee records list, the remittance being payable jointly to the co-owner and the Mortgagees.

(3) If the taking reduces a three-bedroom condominium apartment unit to a two-bedroom condominium apartment unit, or a two-bedroom condominium apartment unit to a one-bedroom condominium apartment unit, the percentage assessment against the co-owner of the condominium apartment unit for the Common Expenses and share in the common elements shown in Exhibit E attached hereto shall be reduced to be the same as the percentage shown for the other co-owners of similar condominium apartment units and the shares of all condominium apartment unit co-owners and the liability for Common Expenses shall be recomputed, and adjusted.

B. Condominium Apartment Unit Made Untenable. If the taking destroys or so reduces the size of the condominium apartment unit that it cannot be made tenable, the award for the taking of the condominium apartment unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the horizontal property regime:

(1) The market value of such condominium apartment unit immediately prior to the taking shall be paid to the co-owner of the condominium apartment unit and to each mortgagee of the condominium apartment unit included in the mortgagee roster, the remittance being payable jointly to the co-owner and the mortgagees.

(2) The remaining portion of such condominium apartment unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the condominium apartment unit co-owners in a manner approved by the Council of Co-owners; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such

work shall be paid for by assessment as a Common Expense among all remaining co-owners.

(3) The shares in the common elements and liability for expenses appurtenant to the condominium apartment units which continue as a part of the horizontal property regime shall be equitably adjusted to distribute the ownership of the common elements and liability for expenses among the reduced number of co-owners. This shall be done by recomputing the shares of such continuing co-owners in the common elements as pro rata percentages of the total of the shares of such co-owners as they existed prior to the adjustment.

(4) If the amount of the award for the taking is not sufficient to pay the market value of the condemned condominium apartment unit to the co-owner, and to condition the remaining portion of the condominium apartment unit for use as part of the common elements, the additional funds required for such purposes shall be raised by assessments against all of the condominium apartment unit co-owners who will continue as co-owners of condominium apartment units after the changes in the horizontal property regime affected by the taking. Such assessment shall be made in proportion to the shares of such co-owners in the common elements after the changes effected by the taking. In the event that the market price cannot be determined by negotiation, it shall be determined by binding arbitration in accordance with the rules of the American Arbitration Association.

C. The Council of Co-owners shall thereafter have the right to file among the land records a deed of correction to incorporate all necessary changes.

XIV. CHANGES BY GRANTOR: Nothing contained in this Master Deed shall be deemed to affect in any way whatsoever the right of the Grantor or its successors or assigns to make reasonable modification or changes in the plans and specifications referred to in Article SECOND, Section 1(A) of this Master Deed,

or to impose upon the Grantor, its successors or assigns, any obligation of any nature to build, construct or provide any portion of Keene Mill Woods Condominium . Substitution of materials and equipment of substantially equal standard and minor changes in dimensions of any portion of the Condominium Project shall be deemed reasonable. The Grantor expressly reserves the right to terminate the horizontal property regime prior to conveyance of any condominium apartment unit therein. In the event that the Grantor shall so terminate this horizontal property regime, the Grantor shall nevertheless have the right to construct all or any portion of the development and operate the same as an apartment rental development without restriction after such termination.

XV. CONSTRUCTION AND ENFORCEMENT: The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a Condominium Project. Enforcement of these covenants and restrictions and of the By-Laws attached hereto shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, against any condominium apartment unit, to enforce any lien created thereby; and the failure or forbearance by the Council of Co-owners or the co-owner of any condominium apartment unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

XVI. SEVERABILITY: Invalidation of any one of these covenants or restrictions or other provisions of this Master Deed by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall

remain in full force and effect. In the event that any provisions, condition, covenant or restriction hereof is, at the time of recording this instrument, void, voidable or unenforceable as being contrary to any applicable Federal, State, or local laws, the Grantor, its successors or assigns, and all persons claiming by, through, or under the Keene Mill Woods Condominium, covenants and agrees that any future amendments or supplements to the said laws having the effect of removing such invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument and the provisions contained therein which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

XVII. CAPTIONS: The captions contained in this Master Deed are for convenience only and are not a part of this Master Deed and are not intended in any way to limit or enlarge the terms and provisions of this Master Deed.

IN WITNESS WHEREOF, PRESLEY COMPANY EAST, INC. has caused this Master Deed to be signed by its President, and with Corporate Seal affixed, duly attested by its ^{Assistant} Secretary, this 22nd day of February, 1973.

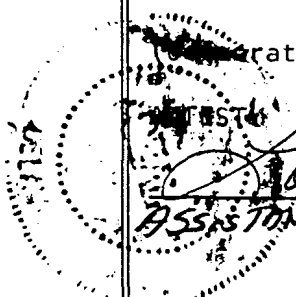
PRESLEY COMPANY EAST, INC.

(Corporate Seal)

By

President

Joseph B. Brief
ASSISTANT Secretary



STATE OF VIRGINIA, *at Large*

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, whose commission expires on the 19th day of January, 1976, do certify that Robert H. Phillips and Raymond P. Brink, whose names as President and ~~Assistant~~ Secretary, respectively, of PRESLEY COMPANY EAST, INC., are signed to the foregoing Deed, bearing date the 22nd day of February, 1973, personally appeared before me in my County and State aforesaid and acknowledged said writing to be the act of their said Corporation.

GIVEN under my hand and seal this 22nd day of February, 1973.

John H. John
Notary Public

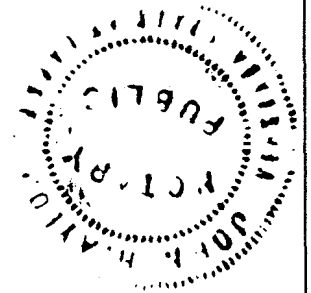


Exhibit "A"

ROBERT R. KIM AND ASSOCIATES, INC.
Professional Engineers and Land Surveyors
Springfield, Virginia

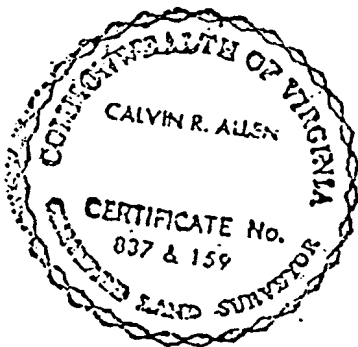
METES AND BOUNDS DESCRIPTION
21.512 ACRES
SECTION TWO
KEENE MILL WOODS
SPRINGFIELD DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point lying in an easterly line of Draco Street (60 feet wide) as the same is dedicated and recorded among the land records of Fairfax County, Virginia, said point also being a corner between Lot 96, Section One, Rolling Valley West, as the same is also dedicated and recorded among the land records of Fairfax County, Virginia, and the land herein described; thence from the point of beginning, departing aforesaid easterly line of Draco Street and running with the dividing line between said Lot 96 and the land herein described N 88° 25' 00" E 120.72 feet to a point, said point being a corner between aforesaid Lot 96 and the land of Berman and Hurwitz, Trustees; thence running with the dividing line between aforesaid Berman and Hurwitz, Trustees and the land herein described S 41° 55' 58" E 878.38 feet to a point, said point being a corner between West and Millar, Trustees and the land herein described; thence running with the dividing line between said West and Millar, Trustees and the land herein described the following courses and distances: S 35° 07' 00" W 423.10 feet; S 54° 53' 00" E 70.00 feet; S 35° 07' 00" W 485.00 feet; N 54° 53' 00" W 70.00 feet; S 35° 07' 00" W 145.00 feet; and N 54° 53' 00" W 30.00 feet to a point, said point being a corner between aforesaid West and Millar, Trustees and Fairfax County Board of Supervisors; thence running with the dividing line between said Fairfax County Board of Supervisors and the land herein described S 75° 07' 00" W, and the same

Exhibit "A" Continued

dividing line between aforesaid West and Millar, Trustees and the land herein described
N 14° 53' 00" W 745.75 feet to a point lying in a southerly line of aforesaid
Draco Street; thence running with aforesaid southerly line of Draco Street
N 75° 07' 00" E 90.04 feet to a point of curvature; thence running with a curve to
the left of radius 485.02 feet (having chord of 601.88 feet, bearing N 36° 46' 00" E)
an arc length of 649.28 feet to a point of tangency lying in aforesaid easterly line of
Draco Street; thence running with said easterly line of Draco Street N 01° 35' 00" W
354.33 feet to the point and place of beginning, containing 21.512 acres of land more
or less.

Calvin R. Allen
Calvin R. Allen
Certified Land Surveyor



July 21, 1972

Schedule "A"

EXHIBIT E

SCHEDULE OF PERCENTAGES

This is Exhibit E referred to in the MASTER DEED of Keene Mill Woods Condominium and is made a part thereof and incorporated therein by reference and shows the percentage share of ownership in the common elements and percentage share of common expenses appurtenant to each of the condominium apartment units contained in the Keene Mill Woods Condominium listed by "apartment unit type" as defined and shown for such condominium apartment unit in Exhibit B to the MASTER DEED.

<u>Apartment Unit Type</u>	<u>Number of Units</u>	<u>Percentage Share</u>
Apartment (Apt) A (1107 sq. feet)	60	.0023348
Apartment (Apt) B (1203 sq. feet)	19	.0025373
Town House (TH) A (1461 sq. feet)	60	.0030815
Town House (TH) A (1512 sq. feet)	60	.0031891
Town House (TH) A (2040 sq. feet)	44	.0043027
Town House (TH) B (1718 sq. feet)	19	.0036235
Town House (TH) B (1657 sq. feet)	19	.0034949
Town House (TH) C (2390 sq. feet)	22	.0050409
	<u>303</u>	