DECLARATION

 $\underline{\mathtt{OF}}$

WATER'S EDGE, A CONDOMINIUM

COUNTY TAX

TRANSFER FEE

CLERK'S FEE

GRANTOR TAX

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DECLARATION

FOR CONDOMINIUM OWNERSHIP OF

PREMISES LOCATED IN

FAIRFAX COUNTY, VIRGINIA

PURSUANT TO THE

CONDOMINIUM ACT OF THE COMMONWEALTH OF VIRGINIA

THIS DECLARATION is made as of June // , 1984 by
THE ANDEN GROUP (the "Declarant"), a California general partnership,
with its principal office in the Commonwealth of Virginia located
at One Skyline Place, 5205 Leesburg Pike, Falls Church 22041. A
Co-Partners Certificate and Registration of Fictitious Name was
filed in the office of the Clerk of the Circuit Court of Fairfax
County, Virginia, on March 11, 1983.

- 1. Submission of Property. The Declarant, owner of the land located in Fairfax County, Virginia, as described in the metes and bounds description attached hereto and made a part hereof as Exhibit A-1(a) and further described on the survey attached hereto and made a part hereof as Exhibit A-1, hereby submits to the provisions of the Condominium Act of the Commonwealth of Virginia (Title 55, Sections 55-79.39 et seq., 1950 Code of Virginia, as amended) such land, together with the buildings and improvements erected or to be erected thereon (the "Condominium"), in order to create a plan of condominium ownership in such land, buildings and improvements.
- 2. <u>Definitions</u>. The terms used in this Declaration and in the attached Bylaws shall have the following meanings:
- in the metes and bounds description attached hereto and made a part hereof as Exhibit A-2(a) and further described on the survey attached hereto and made a part hereto and made a part hereof as Exhibit A-2, and any amendments thereto, which real property may be added in whole or in part at any time or from time to time to the Condominium in accordance with the provisions of this Declaration and the Condominium Act.
- (b) "Board of Directors" means the governing body of the Unit Owners' Association.
- (c) "Building(s)" means the building(s) and any other improvements erected or to be erected on the Submitted Land. In the event the Condominium is expanded, the term "Building(s)" shall mean the building(s) and any other improvements erected on the Submitted Land and on such portions of the Additional Land as from time to time have been added to the Condominium.
- (d) "Building Plans" consist of the plans attached hereto and made a part hereof as Exhibit A-3, and any supplemental plans thereto, showing graphic particulars of the Buildings and the Units.

- (e) "Bylaws" means the Bylaws attached hereto as Exhibit B, as amended from time to time.
- (f) "Common Elements", both "General" and "Limited," means all parts of the Condominium other than the Units, as more fully set forth in the Section of this Declaration captioned "Common Elements."
- (g) "Common Expenses" means and includes all sums lawfully assessed against the Unit Owners by the Unit Owners' Association, including, without limitation, (i) expenses of administration, maintenance, repair or replacement of the Common Elements, including insurance premiums and contributions to such reserves as may be established, and (ii) expenses declared Common Expenses pursuant to the provisions of the Condominium Act or this Declaration or the Bylaws.
- (h) "Condominium Act" means Title 55, Sections 55-79.39 et seq., 1950 Code of Virginia, as amended.
- (i) "Condominium Unit" means a Unit together with the undivided interest in the Common Elements appertaining to that Unit.
- (j) "Declarant" means The Anden Group, a California general partnership, and its successors and assigns at any time entitled to any special Declarant right as provided for under the Condominium Act.
- (k) "Managing Agent" means any professional managing agent employed to perform duties and services for the Condominium in accordance with the provisions of the Condominium Act, this Declaration and the Bylaws.
- (1) "Mortgage" means any recorded first deed of trust or first mortgage encumbering a Condominium Unit.
- (m) "Mortgagee" means any person or entity secured under a Mortgage.
- (n) "Submitted Land" or "Land" means the real property as described in the metes and bounds description attached hereto and made a part hereof as Exhibit A-1(a), and further described on the survey attached hereto and made a part hereof as Exhibit A-1, and any amendments thereto. In the event the Condominium is expanded, the term "Land" shall mean the Submitted Land, together with such portions of the Additional Land as from time to time have been added to the Condominium.
- (o) "Percentage Interest" means the undivided percentage interest of each Unit in the Common Elements as set forth in Exhibit C attached hereto and made a part hereof, as amended from time to time in accordance with the provisions of the Condominium Act and this Declaration. In the event the Condominium is expanded,

Percentage Interests for all Units in the Condominium as expanded shall be adjusted as set forth in the Section of this Declaration captioned "Option to Expand the Condominium."

- (p) "Plat" means the plat of the Submitted Land attached hereto and made a part hereof as Exhibit A-1, and any amendments thereto.
- (q) "Rules and Regulations" means the rules and regulations adopted from time to time by the Board of Directors pursuant to the Bylaws.
- (r) "Unit" means a unit as defined by the Condominium Act, as separately described as a Unit on the Plat, on the Building Plans, in the Sections of this Declaration captioned "Units; Percentage Interests" and "Dimensions of Units," and in any amendment to any of the foregoing.
- (s) "Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof, which owns fee simple title to a Condominium Unit, but does not include a mortgagee, as such, unless and until such mortgagee takes title to a Unit by foreclosure or process in lieu thereof.
- (t) "Unit Owners' Association" means all of the Unit Owners acting as a group in accordance with the provisions of the Condominium Act, this Declaration and the Bylaws.
- 3. Name of Condominium. The Condominium is known as "Water's Edge, A Condominium".
- 4. Units; Percentage Interests. There have been erected on the Submitted Land eight (8) Units and appurtenant facilities as shown on the Plat and the Building Plans. The location, dimensions, and area of the improvements on the Submitted Land are shown on the Plat and the Building Plans. Attached hereto and made a part hereof as Exhibit C is a list of all Units in the Condominium, the areas of the Units (determined by reference to the dimensions shown on the Plat and the Building Plans), and the Percentage Interest of each Unit in the Common Elements determined on the basis of the proportion of the approximate area of each Unit bears to the *total approximate area of all Units.
- 5. Dimensions of Units. Each Unit consists of the space measured horizontally from the midpoints of party walls separating Units and the outside facing of studs of the perimeter walls enclosing the Unit, and the space measured vertically from the exposed surface of the concrete or gypcrete flooring of the Unit to the uppermost, unfinished (unexposed) surface of the drywall ceiling of the Unit. Included as part of each Unit are: (a) The door to the patio, deck

or yard serving the Unit; (b) the front entrance door and any other entrance door to the Unit; (c) all windows in the Unit; (d) interior ceilings and floors; (e) the air-conditioning and heating components serving only the Unit, whether located within or without the designated boundaries of such Unit; (f) the exterior patio lights and erstrance door lights, if any, mounted on the Unit; (g) the fireplace chimney and flue serving townhouse Units; and (h) subject to the following sentence, all space, interior partitions and other fixtures and improvements (including, without limitation, sinks, bathtubs, other plumbing facilities, refrigerators, ovens and other appliances) within the designated boundaries of the Unit. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

6. Common Elements.

- (a) General Common Elements. The General Common Elements as shown on the Plat and the Building Plans consist of the entire Condominium other than the Units and the Limited Common Elements, and include, without limitation, the following:
 - (1) The Land;
- (2) All foundations, columns, girders, beams and supports of Buildings not included as parts of Units;
- (3) All exterior walls and facings, and roofs of the Buildings and all partitions separating Units not included as parts of Units;
- (4) All recreation facilities and appurtenant equipment, if any, and any portion of the lake and all wells and mechanical apparatus and systems serving the lake, and located on the Land;
- (5) All surface parking and driveway areas, sidewalks, common walkways, pathways, and private streets;
- (6) All pumps, pipes, wires, cables, conduits and other apparatus relating to the water distribution, power, light, telephone, gas sewer and plumbing systems not included as parts of Units;
- (7) All apparatus and installations existing or hereinafter constructed in the Buildings or on the Land for common use, or necessary or convenient to the existence, the common maintenance or safety of the Condominium; and
- (8) All access steps and landings serving Units other than townhouse Units.
- (b) Limited Common Elements. The Limited Common Elements consist of those Common Elements which are described as such on the

Plat and the Building Plans, and which are reserved for the use of specific Units to the exclusion of all other Units. The Limited Common Elements include, without limitation, the patios, decks or yards adjacent to Units (which are reserved for the exclusive use of the Units to which each is adjacent), the front entrance landing and access steps serving townhouse Units, the fireplace chimney and flue serving flat Units, and any dead attic space appurtenant to a Unit, all as more fully shown on the Plat and the Building Plans.

- 7. Recreation Facilities. In the event the Declarant shall construct upon any portion of the Additional Land any community and/or recreation facilities, the Declarant hereby expressly grants to the Unit Owners, members of their families and guests a non-exclusive easement for the use and enjoyment of such facilities and for reasonable rights of pedestrian and vehicular ingress and egress over the Additional Land in furtherance thereof. Such easements shall be subject to all covenants and conditions of record, if any, to such rules and regulations governing the use of such facilities as from time to time may be established, and to the obligation of the Unit Owners to bear their pro rata share of all costs of operating, maintaining and repairing such facilities, which pro rata share shall be a Common Expense of the Condominium. The easements granted hereby automatically shall cease and terminate, without the need for additional termination of record, when and if the Condominium is expanded to include all of the Additional Land.
- 8. Units Subject to the Declaration, Bylaws and Rules and Regulations. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.
- 9. Easements. The Condominium shall be subject to all covenants, limitations and restrictions of record and to the following additional easements and conditions.
- (a) Pipes, Ducts, Cables, Wires, Conduits, Public Utility
 Lines and Other Utility Distribution Systems; Support. Each Unit
 Owner shall have an easement in common with the Owners of all other
 Units to use all pipes, wires, ducts, cables, conduits, public
 utility lines and all other utility distribution systems, whether
 or not Common Elements, located in any of the other Units or in any
 other part of the Condominium, to the extent any such pipe, duct,
 cable, wire, conduit, public utility line or other utility distribution

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system serves any Unit or is necessary for service to any Unit. Every portion of a Unit which contributes to the structural support of a Building, a Unit or the Common Elements shall be burdened with an easement of structural support and necessity for the benefit of all other Units and the Common Elements.

- Elements. Each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all General Common Elements. The Common Elements shall be subject to easements of use and enjoyment and ingress and egress by all persons lawfully using or entitled to the same, including, without limitation, officers, employees and agents of public utility companies in the performance of their duties.
- the alienable right with respect to the Condominium, and any portion of the Additional Land which may be added to the Condominium, to lay water, sanitary and storm sewer, electricity, telephone and cable television lines that hereafter may be placed on the Condominium or any portion of the Additional Land which may be added to minium or any portion of the Additional Land which may be added to the Condominium or under any dedicated street thereon, with the further provision that the rights to place such lines and to grant additional utility easements expressly are retained.
- (d) Additional Land Ingress and Egress. The Declarant, for itself and its successors and assigns, and contract purchasers, the family members, guests, invitees, licensees, employees and agents of any of the foregoing, and any person or entity at any time owning or occupying any portion of the Additional Land or any Unit in the Condominium, hereby reserves a perpetual, alienable and non-exclusive easement on, over and through any and all common walkways and pathways, and private roadways or drives at any time a part of the Condominium or the Additional Land for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium and the Additional Land, whether or not the Condominium is expanded to include any portion of the Additional Land, for any and all lawful purposes. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit for residential purposes, or with the Common Elements or the Additional Land for the purposes for which each reasonably is intended. Any person exercising any rights hereunder is and shall be obligated to repair promptly, at such person's own expense, any damage caused by the exercise of such rights and to restore, to the extent practicable, all real and personal property to the condition of such property prior to the exercise of such rights. The provisions of this paragraph automatically shall terminate and be of no further force and effect at such time, if any, the Condominium shall be expanded to include all of the Additional Land in accordance with the provisions of this Declaration and the Condominium Act to include such portion, whereupon the provisions of paragraphs (a), (b) and (c) of this Section, and any other applicable provisions of this Declaration or of the Bylaws shall govern the matters referred to in this paragraph (d).

- (e) Easement to Facilitate Sales. The Declarant and its duly authorized agents, representatives and employees shall have the right, exercisable in Declarant's sole discretion, to use as sales and/or rental offices and/or model units any and all unsold Unit or Units and any Units leased by the Declarant from Unit Owners who may agree to lease their Units to the Declarant for such use(s). Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and shall not comprise a part of the Common Elements. The Declarant shall have the absolute right for itself, its successors and its invitees and prospective purchasers, to use and enter, without being subject to any special charge or fee therefor, any and all such Units and the Common Elements, including parking areas, for sales and/or rental purposes and/or for any other lawful purpose or purposes, including placing thereon "for sale" or "for rent" signs and other promotional materials.
- (f) Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction, settling or shifting of the Land or any Building or other improvement, or if any such encroachment shall occur after the recordation of this Declaration as a result of the construction, repair, renovation, restoration or replacement of any Building or other improvement, or as a result of the settling or shifting of any Building, or other improvement, a valid easement for such encroachment and for the maintenance of the same shall exist so long as such Building or other improvement shall stand.
- 10. Option to Expand the Condominium. The Declarant hereby expressly reserves an option, until the seventh anniversary of the recordation of this Declaration, to expand the Condominium in compliance with sections 55-79.54(c) and 55-79.63 of the Condominium Act without the consent of any Unit Owner or Mortgagee. The option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. The option to expand is subject to the following:
- (a) The Declarant expressly reserves the right to add all or any portions of the Additional Land at any time or from time to time at different times within the aforesaid seven (7) year period, without limitation, provided, only that the total area of Additional Land added to the Condominium shall not exceed the total area of the Additional Land as described in the metes and bounds description attached hereto and made a part hereof as Exhibit A-2(a) and further described on the survey attached hereto and made a part hereof as Exhibit A-2.
- (b) At such time as the Condominium is expanded, if at all, the maximum number of Units on the Additional Land will not exceed the maximum number permitted by law, although the Declarant intends but does not warrant that the maximum number of Units on the Additional Land will not exceed one hundred eleven (111) if fully expanded. The maximum number of Units on any portion of the Additional Land added to the Condominium shall not exceed twelve (12) Units per acre, based upon 10.83629 acres of land.

- (c) The Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Additional Land. Such improvements as may from time to time exist on any portion of the Additional Land will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Additional Land on which such improvements exist.
- (d) All Units to be created on any portion of the Additional Land added to the Condominium shall be restricted to residential use, and the quality, materials and style of future improvements shall be compatible with that of the improvements on the Submitted Land. No assurances are made by Declarant as to the size or type of Units or other improvements that may be created in the future on the Additional Land.
- (e) Declarant expressly reserves the right to create Limited Common Elements on the Additional Land, and to designate Common Elements thereon which may, in the sole discretion of the Declarant, be assigned as Limited Common Elements. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.
- (f) In the event the Condominium is expanded, the allocation of Percentage Interests in the Condominium, as expanded from time to time, shall be determined on the basis of the ratio that the approximate square footage of each Unit in the Condominium bears to the approximate square footage of all Units in the Condominium.
- (g) In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration or in the Bylaws to the "Buildings," the "Condominium," "Condominium Units," "Land," "Unit Owners," "Unit Owners' Association," and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.
- (h) In the event the Declarant shall not add to the Condominium all or any portion of the Additional Land, Declarant shall nevertheless have the right to construct, renovate or remodel all or any portion of any improvements on the Additional Land and to operate the same without restriction, and specifically reserves the rights and easements set forth in Section 55-79.65 of the Act, as amended.
- (i) In the event community and/or recreation facilities shall be constructed upon any portion of the Additional Land added to the Condominium, but the Condominium shall not be expanded to include all of the Additional Land, the Declarant expressly reserves the right to grant to any persons at any time owning or occupying any portion of the Additional Land, the members of their families and guests, a non-exclusive easement for the use and enjoyment of such facilities and for reasonable rights of pedestrian and vehicular ingress and egress over the Condominium in furtherance thereof.

Such easements shall be subject, without limitation, to all covenants and conditions of record, and to the obligation of all owners of any portion of the Additional Land to bear their fair share of all costs of operating, maintaining and repairing such facilities.

- 11. Relocation of Unit Boundaries and Subdivision of Units. Subject to the provisions of Section 16 of this Declaration, any Unit may be subdivided, or the boundaries thereof relocated, if such action shall have been approved in writing by all affected Unit Owners, all Mortgagees of the Units involved, and the Board of Directors. The foregoing consents shall not be required with respect to Unit subdivisions or boundary relocations made by the Declarant. An Amendment to this Declaration to effect any Unit subdivision or boundary relocation shall be recorded by the Secretary as provided in Section 55-79.69 or Section 55-79.70 of the Condominium Act. The provisions of this Section do not apply to alterations allowed by Section 55-79.68(b) of the Condominium Act or by the provisions of the Bylaws.
- 12. Right to Lease or Sell Units. Declarant shall retain title to each Unit not conveyed to any purchaser. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units so retained by Declarant and not so conveyed to any purchaser, or to lease back and sublease any Unit so conveyed.
- Amendment to Declaration. Except as necessary to reflect an exercise or termination of the Declarant's right to expand the Condominium as set forth in Section 10, in which event the Declaration may be amended solely by the Declarant without the consent of any other party, or except as otherwise provided in this Declaration, this Declaration may be amended by the agreement of Owners of Units to which at least two-thirds (2/3rds) of the votes in the Unit Owners' Association appertain and in the manner provided by Section 55-79.72 of the Condominium Act. No such amendment shall be effective until recorded among the Land Records of Fairfax County, Virginia. Anything herein to the contrary notwithstanding, and subject to any limitations imposed by the Condominium Act (with specific reference to Section 55-79.74 thereof), and except as required to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit,
- (i) so long as the Declarant is the only Unit Owner, the Declarant may amend this Declaration without the consent or approval of any party;
- (ii) so long as the Declarant owns one or more Units, no amendment to the Declaration shall be adopted that could unreasonably interfere with the sale, lease or other disposition of such Unit(s) or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to the Declarant hereunder or which would impose any discriminatory charge or fee against the Declarant; and

(iii) no amendments to this Declaration shall be adopted that would abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved by the provisions of this Declaration to Mortgagees.

Any amendment to this Declaration may be executed (i) if on behalf of the Declarant pursuant to the Declarant's rights hereunder, by any authorized officer of a general partner of the Declarant, and (ii) if on behalf of the Unit Owners' Association, pursuant to the requirements regarding execution imposed by Section 55-79.72 of the Condominium Act.

- 14. No Revocation or Partition. The Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the condominium regime is waived and terminated by agreement of Unit Owners owning Units to which at least four-fifths of the votes in the Unit Owners' Association appertain and two-thirds of Mortgagees (based upon one vote for each Mortgage owned).
- 15. No Merger. In accordance with the Section 36.4300 series of the Code of Federal Regulations, the condominium regime may not be amended or merged with a successor condominium regime without the prior written approval of the Administrator of Veterans Affairs of the Veterans' Administration.
- 16. Consent of First Mortgagees. Notwithstanding any other provision of this Declaration, the Bylaws or the Rules and Regulations, without limiting the provisions of Section 13 of this Declaration, unless at least sixty-six and two-thirds percent (66-2/3%) of the Mortgagees (based upon one vote for each Mortgage owned) or sixty-six and two-thirds percent (66-2/3%) of Unit Owners other than the Declarant have given their prior written approval, the Unit Owners' Association and Board of Directors shall not be entitled to:
- (a) By act or omission, seek to abandon or terminate the condominium regime;
- (b) Change the pro rata interest or obligations of any Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements;
 - (c) Partition or subdivide any Unit;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause); or
- (e) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such property.

The foregoing provisions relating to consent by Mortgagees shall in no way be interpreted as limiting the exercise or termination of the right of the Declarant to expand the Condominium pursuant to Section 10 of this Declaration, or the right of the Declarant to subdivide or relocate the boundaries of Units as provided in Section 11 of this Declaration, or the rights of a Unit Owner and his or her particular Mortgagee which such Unit Owner and Mortgagee may have with respect to matters particularly affecting such Unit Owner's Unit.

- 17. Priority of First Mortgagees. Except as otherwise provided by the Condominium Act, no provision of this Declaration, the Bylaws, or the Rules and Regulations, shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of Mortgagees pursuant to their Mortgages in the case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Elements or any portions thereof.
- 18. Changes by Declarant. Nothing contained in this Declaration shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any additions to the condominium regime hereby created.
- 19. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 20. Severability. The invalidity or unenforceability of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein. Any conflict between any provision of any condominium document and the Condominium Act, or any questions regarding the interpretation of any condominium document, shall be governed by the Condominium Act.
- 21. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so arises.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed on the date first above written.

THE ANDEN GROUP, a California general partnership

MIDEN CORPORATION, a general partner

James P. Joyce,

Vice Président

COMMONWEALTH OF VIRGINIA)

SS:
COUNTY OF FAIRFAX)

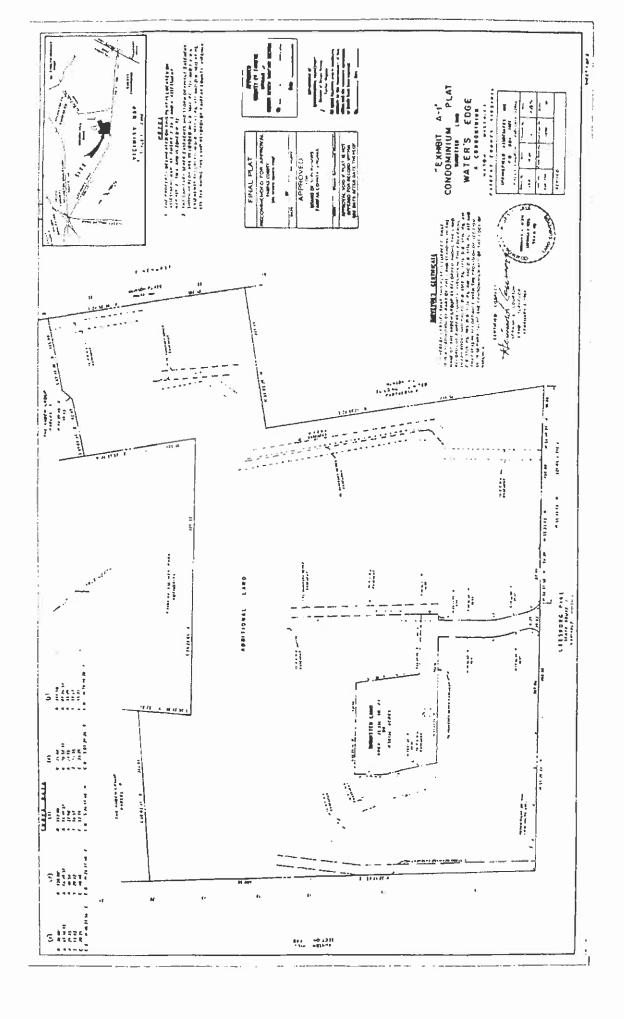
I, Lucile . Slow , a Notary Public in and for the jurisdiction aforesaid, do hereby certify that James P. Joyce, as Vice President of Miden Corporation, a general partner of The Anden Group, personally appeared before me in said jurisdiction and being by me first duly sworn, did depose and say that The Anden Group is a party to the foregoing and annexed instrument and that the facts set forth in said instrument are true and correct; and he acknowledged to me that The Anden Group executed the said instrument as its free act and deed.

Subscribed and sworn to before me this // day of June 1984.

Notary Public

[Notarial Seal]

My Commission Expires Pp. 16, 1987



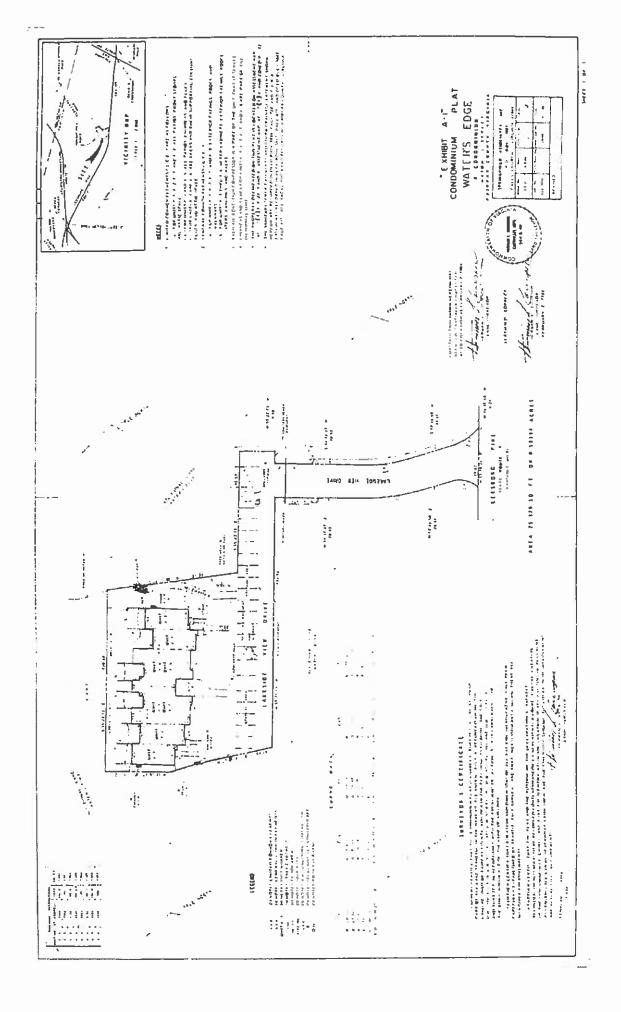


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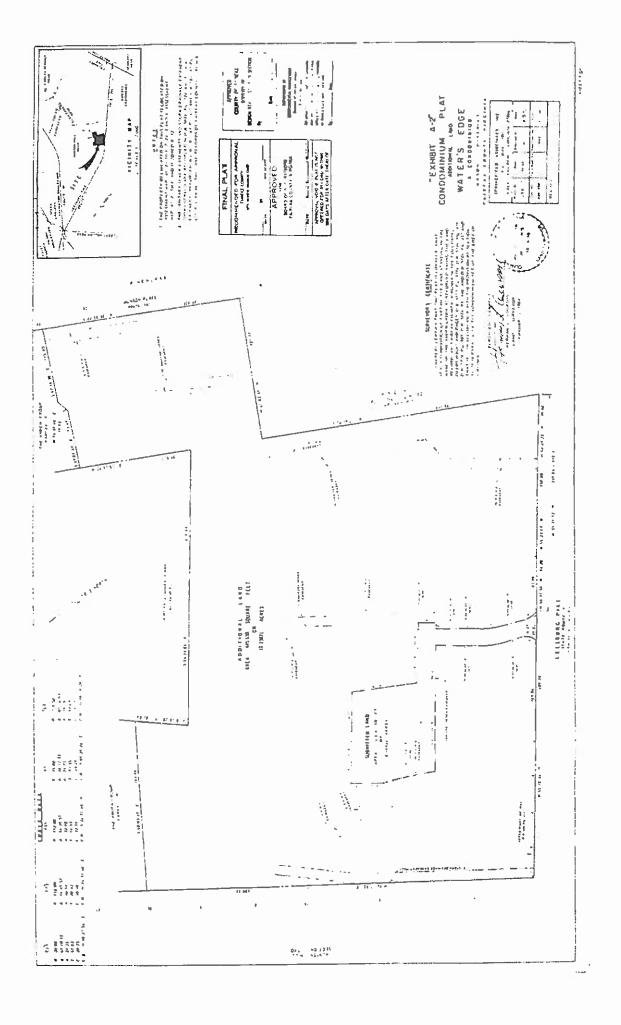
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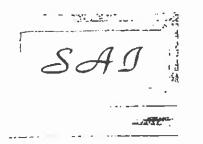


CONDOMINUM PLAN
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Springfield Associates, Inc.

ENGINEERS

PLANNERS

ARCHITECTS

SURVEYORS

CARL H HELLWIG LS
HERMAN L COURSON LS
WINNANT C MCGINTY PE LS
VILIS UPENIEKS PE LS
MICHAEL H KELLY PE LS
PAUL F MCCONNELL LS
SANTIAGO CABALLERO AIA
VESTA "BERNIE" SHORT

CONSTRUCTION MANAGEMENT

Eebruary 2, 1984

EXHIBIT A-1
DESCRIPTION OF SUBMITTED LAND
WATER'S EDGE
A CONDOMINIUM
MASON DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point in the northerly right of way line of Leesburg Pike (State Route #7), said point lying N 55° 31' 12" W, 337.05 feet from a point in the westerly line of Munson Hill Building Limited Partnership Extended;

thence with said line of Leesburg Pike (State Route #7) N 56° 31' 58" W, 6.21 feet to a point and N 55° 28' 34" W, 39.82 feet to a point in the southerly line of Additional Land, Water's Edge;

thence continuing with the outline of said Additional Land, Water's Edge, the following courses and distances:

with the arc of a curve to the left whose radius is 20.00 feet, and whose chord bearing and chord are N 48° 21' 56" E, 20.35 feet, respectively, a distance of 21.35 feet to a point;

N 17° 46' 50" E, 28.81 feet to a point;

with the arc of a curve to the right whose radius is 138.00 feet, and whose chord bearing and chord is N 26° 11' 48" E, 40.40 feet, respectively, a distance of 40.54 feet to a point;

N 34° 36' 47" E, 70.97 feet to a point; N 55° 23' 13" W, 194.56 feet to a point; N 22° 01' 47" E, 44.26 feet to a point;

with the arc of a curve to the left whose radius is 271.50 feet, and whose chord bearing and chord are N 18° 18' 20" E, 35.27 feet, respectively, a distance of 35.29 feet to a point;

Exhibit A-1 - 2 Water's Edge February 2, 1984

N 34° 36′ 47″ E, 51.22 feet to a point; S 55° 23′ 13″ E, 140.88 feet to a point; S 26° 15′ 00″ W, 101.35 feet to a point; S 55° 23′ 13″ E, 93.59 feet to a point; S 34° 36′ 47″ W, 28.00 feet to a point; N 55° 23′ 13″ W, 9.10 feet to a point; S 34° 36′ 47″ W, 70.97 feet to a point;

with the arc of a curve to the left whose radius is 112.00 feet, and whose chord bearing and chord are 5 26° 11' 48" W and 32.79 feet, respectively, a distance of 32.90 feet to a point;

S 17° 46' 50" W, 37.51 feet to a point; and

with the arc of a curve to the left whose radius is 35.00 feet, and whose chard bearing and chard are \$ 01° 39′ 26′ E and 23.29 feet, respectively, a distance of 23.75 feet to the beginning

containing 25, 328 square feet or 0.58144 acres.

HDB: ic

₩8070 №0069

TOTAL - 38 Units	45,935	45,935,45,935
Unit numbered 6-8 Unit Type 106	1108	1108 '45,935
Unit numbered 6-7 Unit Type 106-R	1108	1108:45,935
Unit numbered 5-6 Unit Type 105-1	1421	1421/45,935
init numbered 6-5 fit Type 105	:064	1064 45.935
Turningered 6-4 Turninger 105-58	1421	1421-45,935

*Percentage Interests are expressed as fractions, the numerator of which is the approximate square footage of the Unit and the denominator of which is the approximate square footage of all Units in the Condominium. In the event the Condominium is expand, numerators for each Unit will remain the same but the denominator will increase. All Units are in Fairfax County, Virginia.

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FAIRFAX COUNTY VA
TESTE: TECHNOLOGY CLEPK

Springfield Associates, Inc.

SAI

ENGINEERS

PLANNERS

ARCHITECTS

SURVEYORS

CARL H. HELLWIG LS
HERMAN L COURSON LS
WINNANT C MCGINTY PE LS
VILIS UPENIEKS PE LS
MICHAEL H KELLY PE LS
PAUL F. McCONNELL LS
SANTIAGO CABALLERO AIA
VESTA 'BERNIE' SHORT
CONSTRUCTION MANAGEMENT

-February 2, 1984

EXHIBIT A-2
DESCRIPTION OF ADDITIONAL LAND
WATER'S EDGE
A CONDOMINIUM
MASON DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point in the northerly line of Leesburg Pike (State Route #7), said point also being in the westerly line, extended, of Munson Hill Building Limited Partnership, and running thence with the said line of Leesburg Pike (State Route #7) the following courses and distances:

N 54° 49' 21" W, 99.08 feet to a point; N 55° 23' 13" W, 150.00 feet to a point; and N 56° 31' 58" W, 87.99 feet to a point in the southerly line of Submitted Land, Water's Edge;

thence with the said line of Submitted Land, Water's Edge, the following courses and distances:

with the arc of a curve to the right whose radius is 35.00 feet, and whose chord bearing and chord are N 01° 39' 26'' W, and 23.29 feet, respectively, a distance of 23.75 feet to a point;

N 17° 46' 50" E, 37.51 feet to a point;

with the arc of a curve to the right whose radius is 112.00 feet, and whose chord bearing and chord are N 26° 11' 48'' E, and 32.79 feet, respectively, a distance of 32.90 feet to a point;

N 34° 36' 47" E, 70.97 feet to a point; S 55° 23' 13" E, 9.10 feet to a point; N 34° 36' 47" E, 28.00 feet to a point; N 55° 23' 13" W, 93.59 feet to a point; N 26° 15' 00" E, 101.35 feet to a point; N 55° 23' 13" W, 140.88 feet to a point; S 34° 36' 47" W, 51.22 feet to a point;

with the arc of a curve to the right whose radius is 271.50 feet, and

Exhibit A=2 Description of Additional Land = 2 Water's Edge February 2, 1984

whose chord bearing and chord are \$ 18° 18' 20" W, 35.27 feet, respectively, a distance of 35.29 feet to a point;

```
S 22° 01' 47" W, 44.26 feet to a point;
S 55° 23' 13" E, 194.56 feet to a point;
S 34° 36' 47" W, 70.97 feet to a point;
```

with the arc of a curve to the left whose radius is 138.00 feet, and whose chord bearing and chord are S 26° 11′ 48″ W, and 40.40 feet, respectively, a distance of 40.54 feet to a point;

```
5 17° 46' 50" W, 28.81 feet to a point; and
```

with the arc of a curve to the right whose radius is 20.00 feet, and whose chord bearing and chord \$ 48° 21' 56" W, and 20.35 feet, respectively, a distance of 21.35 feet to a point in the aforesaid northerly line of Leesburg Pike (State Route #7);

thence with the said line of Leesburg Pike (State Route #7) N 55° 28' 34" W, 369.06 feet to a point in the extension of the easterly line of Section 2, Munson Hill Subdivision;

thence with said line of Section 2, Munson Hill N 32° 17' 03" E, 600.88 feet to a point in the southerly line of the land of The Anden Group;

thence with said line of The Anden Group S 60° 03' 47" E, 264.66 feet to a point in the westerly line of the land of the Fairfax County Park Authority;

thence with the lines of the land of the Fairfax County Park Authority the following courses and distances:

```
S 38° 35' 20" W, 82.83 feet to a point;
S 55° 23' 05" E, 427.33 feet to a point; and
N 24° 57' 57" E, 175.40 feet to a point in the southerly line of another parcel of land owned by The Anden Group;
```

thence with said line of The Anden Group the following courses and distances:

```
S 69° 07' 47" E, 92.49 feet to a point;

N 74° 39' 46" E, 19.13 feet to a point; and

S 67° 11' 30" E, 115.00 feet to a point in the westerly line of Pinehurst

Subdivision;
```

Exhibit A-2 Description of Additional Land - 3 Water's Edge February 2, 1984

thence with said line of Pinehurst Subdivision S 24° 58' 30" W, -308.48 feet to a point in the northerly line of the aforesaid land of Munson Hill Building Limited Partnership;

thence with the lines of the said Munson Hill Building Limited Partnership N 65° 03' 39" W, 221.77 feet, and S 24° 59' 21" W, 435.56 feet to the beginning,

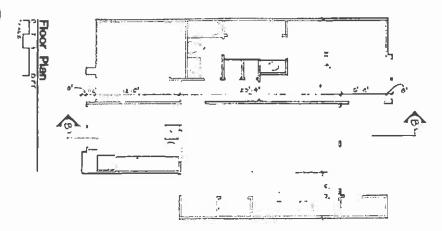
containing 445,650 square feet or 10.23071 acres.

HDB:fr

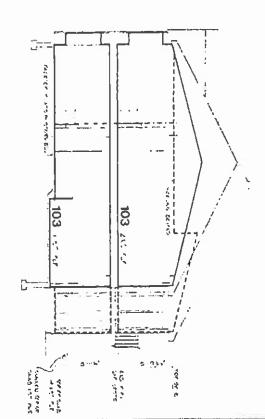
WATER'S EDGE, A CONDOMINIUM EXHIBIT C TO DECLARATION

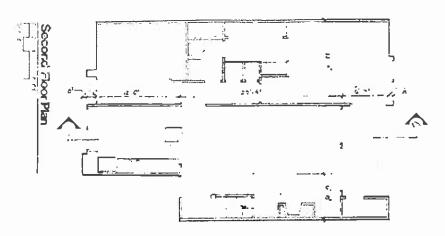
UNIT AND UNIT TYPE	SQUARE FOOTAGE	PERCENTAGE INTEREST*
Unit numbered 4-1 Unit Type 106-R	1051	1051/9,174
Unit numbered 4-2 Unit Type 106	1051	1051/9,174
Unit numbered 4-3 Unit Type 105-R	1064	1064/9,174
Unit numbered 4-4 Unit Type 105-LR	1421	1421/9,174
Unit numbered 4-5 Unit Type 105	1064	1064/9,174
Unit numbered 4-6 Unit Type 105-L	1421	1421/9,174
Unit numbered 4-7 Unit Type 106-R	1051	1051/9,174
Unit numbered 4-8 Unit Type 106	1051	1051/9,174
TOTAL - 8 Units	9,174	9,174/9,174

^{*}Percentage Interests are expressed as fractions, the numerator of which is the approximate square footage of the Unit and the denominator of which is the approximate square footage of all Units in the Condominium. In the event the Condominium is expanded, numerators for each Unit will remain the same but the denominator will increase. All Units are in Fairfax County, Virginia.

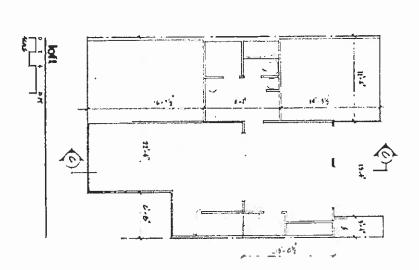


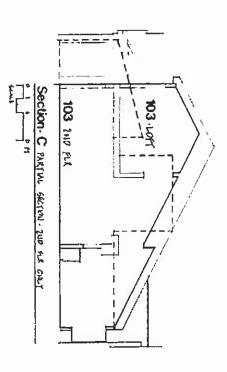
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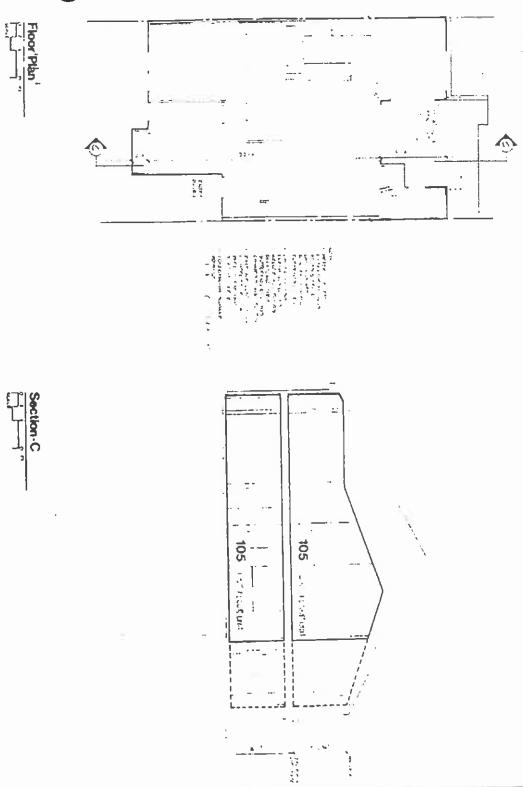




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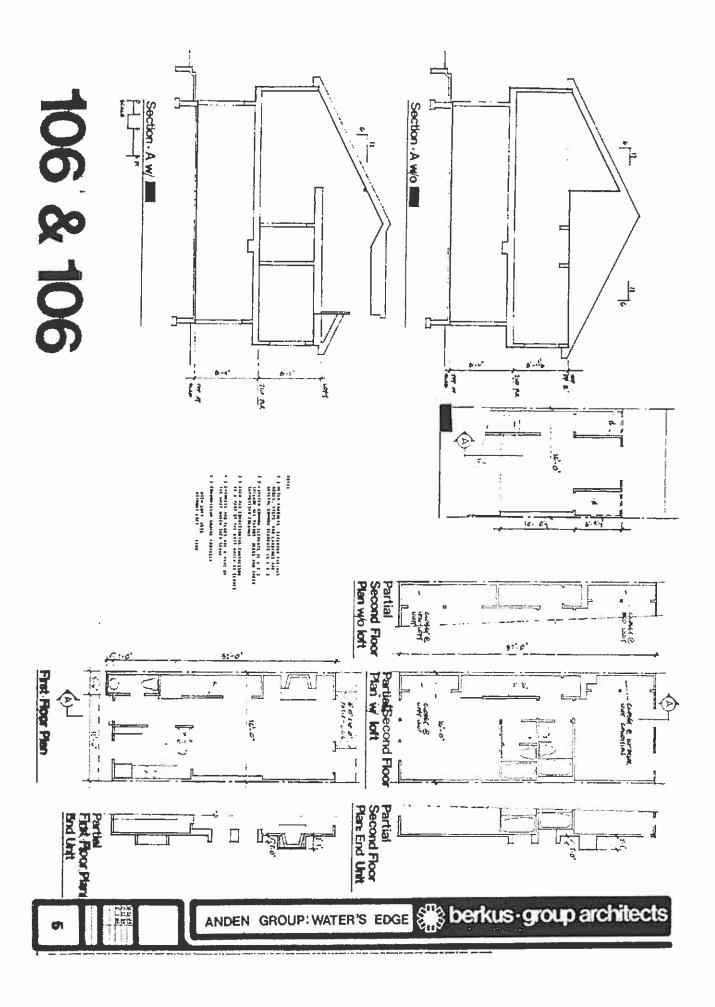


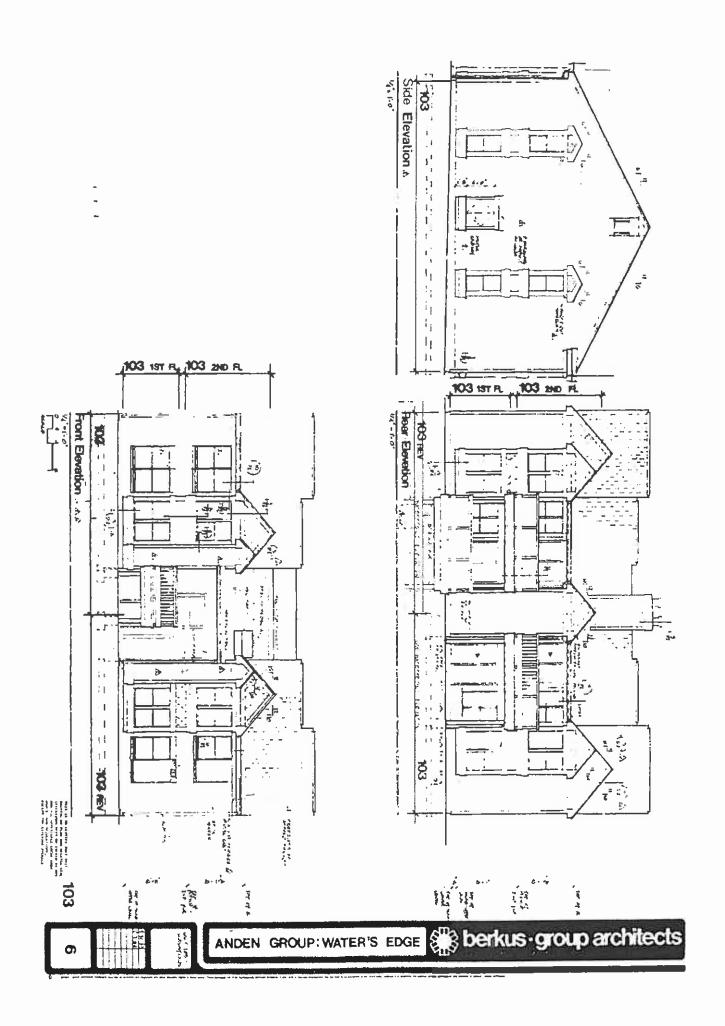


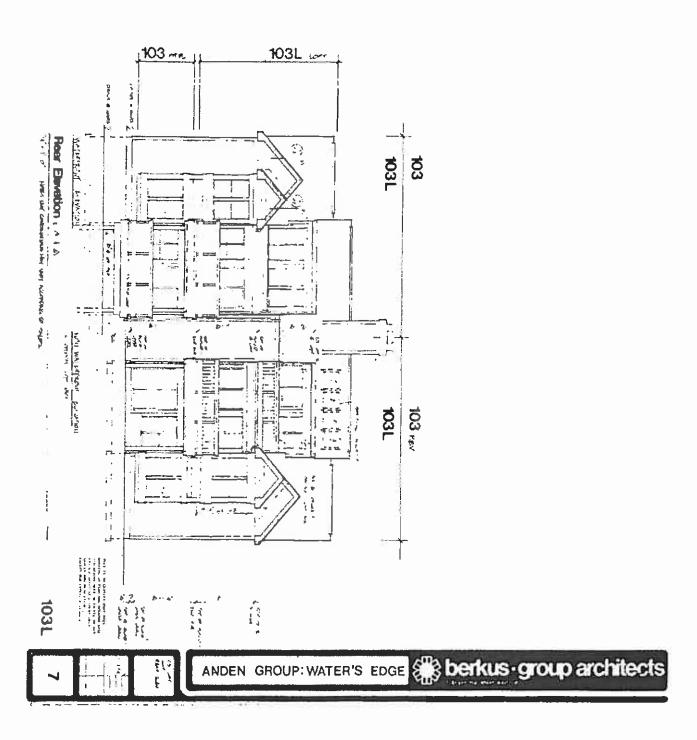


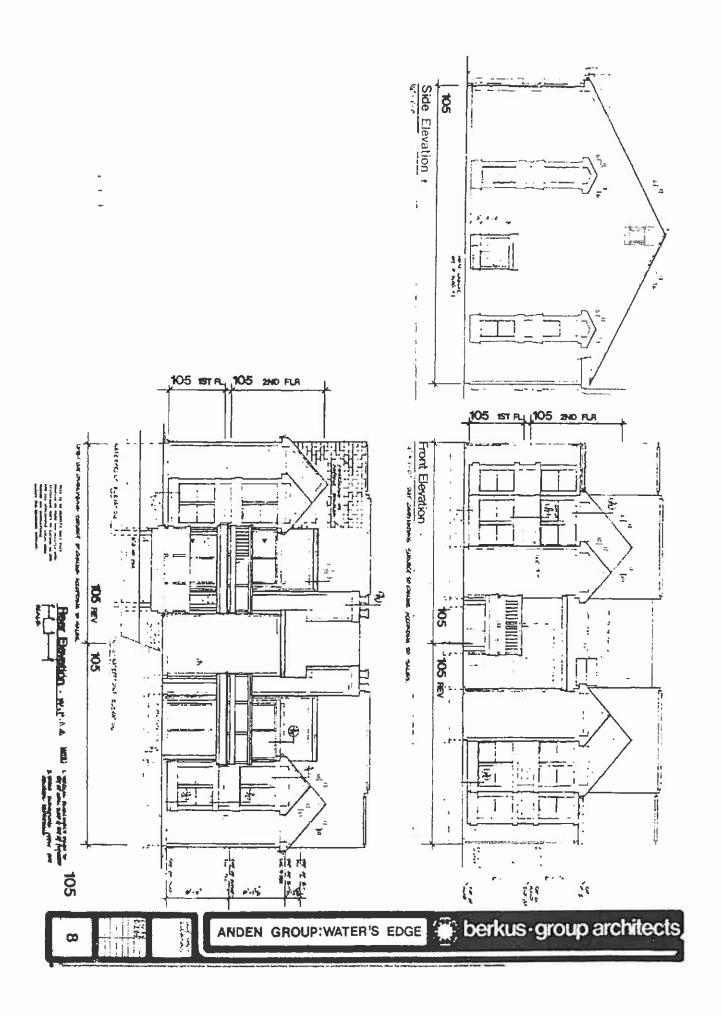


41. 41 Second Floor Plan Ħ (E) O. 춵 105L Second Floo? Unit First Floor Unit To the property of the propert SOP OF SAME 200 MIL ANDEN GROUP: WATER'S EDGE BERKUS GROUP architects









July 3, 1984
Maintenance Responsibilities
Page 2

Control of the second second second

Certain Other Components Under Unit Owner's Responsibility Without General Common Elements Unit Components Limited Common Elements Respect To Ownership of Under Association Under Association Under Association The Component Responsibility Responsibility Responsibility All portions within a Only to the extent that a mal-Plumbing and related systems All, in all regards Unit serving only that function or threat of same has and components thereof. Unit, including flatures originated outside the Unit in and appliances attachwhich the malfunction occurs or ed thereto. Water may occur. Also damage caused damage to a Unit, when to such Unit from causes the primary source of initially occurring outside the problem is through that Unit. Repair of grouting negligence of the caulking, and other water inoccupants of that Unit, hibitors when Unit Owner upon and water damage to other reasonable notice refuses to units, resulting from repair condition threatening such negligence. or causing damage to other Unite or Common Elements. All electrical and Electrical and related systems All, in all regards. related systems and and components thereof, Includcomponents thereof ing flatures serving only one Unit, Including exterior fixtures serving primarily one Unit. Systems serving only Common Heating and cooling systems Systems serving only Elements, all, in all regards one Unit, all, in all regards. Maintenance of condensate drain line.

WATER'S EDGE, A CONDOMINIUM

Maintenance Responsibilities Chart

NOTES

MAINTENANCE RESPONSIBILITIES:

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

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

Column 11: Ceneral Common Elements Under Association Responsibility. Responsibility for determining and providing for the maintenance requirement requirements of the General Common Elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such designees to which it may delegate certain such responsibilities.

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

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

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

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- 1	Page 3				
4.634	1	П	tti	tv	V Certain Other Components Under Unit Owner's
	l t ems	General Common Elgments Under Association Responsibility	Limited Common Elements Under Association Responsibility	Unit Components Under Association Responsibility	Responsibility Without Respect To Ownership of The Component
The state of the s	Storm Doors and Storm Windows	Re painting as necessary, with routine building re-paint cycle.	-	-	Maintain in good repair including raplacement of glass and screening.
1	Exterminating	All, in all regards.	All, in all regards	All, in all regards	-
	Exterior patio door lights and entrance door lights,	-	-	-	Maintain in good repair, including replacement of light bulbs.
7	Insurance	Hazerd and liability Insurance as pertains to building structures and Common Areas	Hezard and lisbility insurance as pertains to building structures and Limited Common Areas	-	Personal Property ins- urance and hazard and lisbillty insurance as pertains to the indivi- dual unit.

BYLAWS

STATE TAY
COUNTY TAA
TRANSFER FEE
CLERKSFEE
GRANION TAX
CONS

SECOND AMENDMENT TO DECLARATION OF WATER'S EDGE, A CONDOMINIUM

THIS AMENDMENT is made as of the date set forth below by THE ANDEN GROUP, a California general partnership (the "Declarant").

WITNESSETH:

WHEREAS, on June 12, 1984, the Declarant caused to be recorded among the Land Records of Fairfax County, Virginia, in Deed Book 5965 at page 926 et seg., a Declaration (the "Declaration") providing for the submission of certain land and easements described in such Declaration, together with the buildings and improvements thereon erected, owned by the Declarant in fee simple absolute, to the provisions of the Condominium Act of the Commonwealth of Virginia (Title 55, Section 55-79.19 et seg., 1950 Code of Virginia, as amended) thereby establishing a Condominium known as "Water's Edge, A Condominium" (the "Condominium"), which Declaration previously has been amended by a First Amendment to Declaration recorded on June 12, 1984 in Deed Book 5965 at page 1008; and

WHEREAS, as provided in the Declaration, the Declarant has reserved the sole and exclusive right to expand the Condominium from time to time by additing thereto all or any portion of the real property (the "Additional Land") described in Exhibits A-2 and A-2(a) of the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to provide for the expansion of the Condominium by the submission thereto of a portion of the Additional Land and the improvements erected thereon, as hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby declare that the Declaration shall be and thereby is amended as follows:

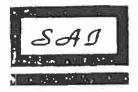
1. The Condominium is hereby expanded by the addition in the reto in fee simple absolute of the portion of the Additional Land described in the Condominium Expansion Plat for Building 2 (the "Expansion Plat") and Legal Description, each attached to and made a part of this Amendment, together with the improvements arected thereon, which hereafter shall be a portion of the Condominium and shall be held, sold and conveyed subject to the covenants in the Declaration and Bylaws (and exhibits attached thereto), as the foregoing from time-to time have been and may be amended. Such covenants, conditions, restrictions, and limitations shall be binding on all parties having or acquiring any right, title or interest in the Condominium or any part thereof and shall inure to the benefit of all such parties.

Stowell Zasuck Title: ScHlema

 The Condominium, as expanded hereby, shall continue to be known as Water's Edge, a Condominium.

- J. There are eight (8) Units and appurtenant facilities erected on the portion of the Additional Land submitted hereby. The locations and dimensions of each Unit are shown on the Expansion Plat and on the Condominium Expansion Plan for Building 2 (the "Expansion Plan") attached to and made a part of this Amendment. The Condominium henceforth shall consist of twenty-two (22) Units and related Common Elements.
- the description of Units as set forth in the Declaration. The Percentage Interest of each Unit a part of the Condominium prior to the recordation of this Amendment shall be reduced as shown on Exhibit C, and each new Unit added to the Condominium by recordation hereof shall be assigned that Percentage Interest as shown on such Exhibit C, which Exhibit C is annexed hereto and made a part hereof. Exhibit C sets forth a list of all Units now or previously submitted to the provisions of the Declaration, the area of each of such Units (determined by reference to the Condominium Plat and Plan, as amended by the Expansion Plat and Expansion Plat and Expansion of the Declaration of the Condominium Plat and Plan, as amended by the Expansion Plat and Expansion the common Elements based upon the relative size (in approximate square feet) of each Unit (including Units hereby submitted) in the Condominium. Percentage Interests are expressed as fractions, the numerator of which is the size of the Unit and the denominator of which is the aggregate size of all Units. The approximate areas of the Units and land hereby added and the immediate Common Elements to which each such Unit has access are shown on the Expansion Plat and Expansion Plan.
- 5. The Limited Common Elements hereby added to the Condominium conform to the description of limited common elements set forth in the Declaration, as more particularly shown on the Expansion Plan as Limited Common Elements. Such Limited Common Elements are assigned to the Unit(s) to which each is adjacent. The responsibility for Limited Common Elements shall be as set forth in the Peclaration and Bylaws.
- 6. All Units, including the Units hereby submitted, shall be allocated one (1) vote in the Unit Owners' Association. Unit Owners, including Owners of the Units hereby submitted, shall have the right to future common profits, and shall be liable for future Common Expenses not specifically assessed, in proportion to their respective voting strengths in the Unit Owners' Association.
- 7. Each of the terms used in this Amendment shall have the meaning given to such term in the Declaration and Bylaws of the Condominium.

- 2 -



August 17, 1984

BK6059 0204 Springfield Associates, Inc.

ARCHITECTS

CAPE, IN HELLWIG LE HESMANN E COUPRICH LE WIGHARD, IN KELLY PE LE WIGHARD, IN KELLY PE LE PARE, F. INCODMINELL LE PARE, F. INCODMINELL LE EANTWIJO CASALLENO MA

TROPE BENEFIT ATENT

DESCRIPTION OF BUILDING 2 WATER'S EDGE A CONDOMINIUM NASON DISTRICT FAIRFAX COUNTY, VIRGINIA

Beginning at a point in the northerly outline of Water's Edge, Additional land, said point lying S 83° 041 12" W, 215.03 feet from the northwesterly corner of the land of Munson Hill Building Limited Partnership;

thence with said outline of Water's Edge, Additional Land, N 79° 31' 15" W, 102.59 feet to a point in the easterly outline of Water's Edge, A Condominium;

thence with said outline of Water's Edge, A Condominium, the following courses and distances:

N 34° 36' 47" E, 44.25 feet to a point; N 18° 53' 00" E, 101.82 feet to a point; and S 78° 22' 00" E, 45.86 feat to a point in the westerly outline of Water's Edge, Additional Land;

thence with said line of Mater's Edge, Additional Land, S 54° 24' 34" E, 26,62 feet and S 10° 38' 00" W, 129.70 feet to the beginning,

containing 11,424 square feet or 0.26227 acres.

HDB.jc

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(202) 223 9772

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	WA I	TER'S EDGE, A CONDOM EXHIBIT C TO DECLARAT SECOND AMENDMENT	INIUH Pion	٠
	UNIT AND UNIT TYPE	SQUARE FOOTAGE	PERCENTAGE INTEREST	
l	Unit numbered 4-1 Unit Type 106-R	1051	1051/26,490	
	Unit numbered 4-2 Unit Type 106	1051	1051/26,490	
	Unit numbered 4-3 Unit Type 105-R	1064	1064/26,490	
	Unit numbered 4-4 Unit Type 105-LR	1421	1421/26,490	
	Unit numbered 4-5 Unit Type 105	1064	1064/26,490	
	Unit numbered 4-6 Unit Type 105-L	1421	1421/26,490	
4	Unit numbered 4-7 Unit Type 106-R	1051	1051/26,490	
	Unit numbered 4-8 Unit Type 106	1051	1051/26,490	
	Unit numbered 1-1 Unit Type 105-R	. 1064	1064/26,490	
	Unit numbered 1-2 Unit Type 105-LR	1421	1421/26,490	. 1
	Unit numbered 1-3 Unit Type 103	1049	1049/26,490	**************************************
	Unit numbered 1-4 Unit Type 103-L	1380	1380/26,490	
	Unit numbered 1-5 Unit Type 106-LR	1462	1462/26,490	
	Unit numbered 1-6 Unit Type 106-R	3108	1108/26,490	

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BK6059 0206

Unit numbered 2-1 Unit Type 106-P	1051	1051/26,490
Unit numbered 2-2 Unit Type 106-L	1380	1380/26,490
Unit numbered 2-3 Unit Type 105-R	1064	1064/26.490
Unit numbered 2-4 Unit Type 105-5R	1421	1421/26,490
Unit numbered 2-5 Unit Type 105	1064	1064/26,490
Unit numbered 2-6 Unit Type 105L	1421	1421/26,490
Unit numbered 2-? Unit Type 106-LR	1380	1380/26,490
Unit numbered 2-8 Unit Type 106	1051	1051/26,490
TOTAL - 22 Units	26,490	26,490/26,490

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*Percentage Interests are expressed as fractions, the numerator of which is the approximate square footage of the Unit and the denominator of which is the approximate square footage of all Units in the Condominium. In the event the Condominium is expand, numerators for each Unit will remain the same but the denominator will increase. All Units are in Fairfax County, Virginia.

55 NUV 26 Fil 2/19

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2-6	1 [21]	Mil L	1,41
2 - 7 -	1 2212	100 1.0	1,
2 - 4	+ 3711	No	7.011



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LEGEND

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L.C.J. DENOTES LIMITED COMMON ELEMENTS.

G.C.E. DENOTES GENERAL COMMON ELEMENTS
UNIT 2-1 DENOTES UNIT NUMBER

4 JJ01 DENOTES STREET ADDRESS
10. FT. DENOTES FLOOR AREA
TYPE 10L DENOTES UNIT TYPE

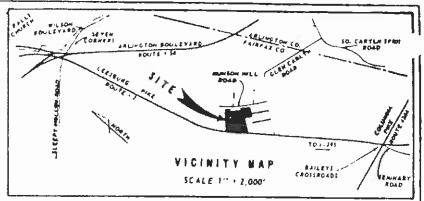
DENOTES UNIT TYPE

A.C.C. DENOTES AIR CONDITIONER COMPRESSOR.

TODENOTES ITEMS NOT YET CONSTRUCTED

O.H. DENOTES ROOM OVERHANG

ANALYS CERTIFICATE



HOTES

A CONTRACTOR OF THE PROPERTY O

- 1 LIMITED COMMON ELEMENTS (L.C.E.) ARE AS FOLLOWS: (• I FOR UNITS 2 -1, 2 -2, 2 -7, AND 2 -8, ALL DECKS FRONT STOOPS, REAR
 - [6] FOR UNITS 2-1 AND 2-5, ALL DECKS. CHIMMEYS, AND FLUES.
 [1] FOR UNITS 2-4 AND 2-6, ALL DECKS AND THIER SUPPORTING COLUMNS. FLUES
 [1] FI UNITS 2-1 AND 2-8 ATTIC SPACE.
- 2 GENERAL COMMON ELEMENTS I G.C.E. I
 - (# 1 FOR UNITS 7-1,2-2,2-7, AND 2-8, EXTERIOR FACINGS, ROOFS, AND WALRWAYS.
 - (+) FOR UNITS 2-1 THRUZ-6, METER CABINETS, EXTERIOR FACINGS, ROOFS, STEPS, LANDINGS, AND WALKS.
- J. EACH AIR CONDITION COMPRESSOR IS A PART OF THE UNIT THAT IT SERVES.
- 4. CHIMMEYS AND FLUES FOR UNITS 2-1, 2-2, 2-7, AND 2-8 ARE PART OF THE INDIVIDUAL UNIT.
- 5. THE LAND SHOWN HEREON IS LOCATED ON TAX MAP 61-2(03)) PARCEL 1,2,2A,3,4 AND IS ZONED R-12.

11-27-84 William B. Rucken

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11-15 44

BUILDING HILL
PARTNERSHIP

CONDOMINIUM EXPANSION PLAT

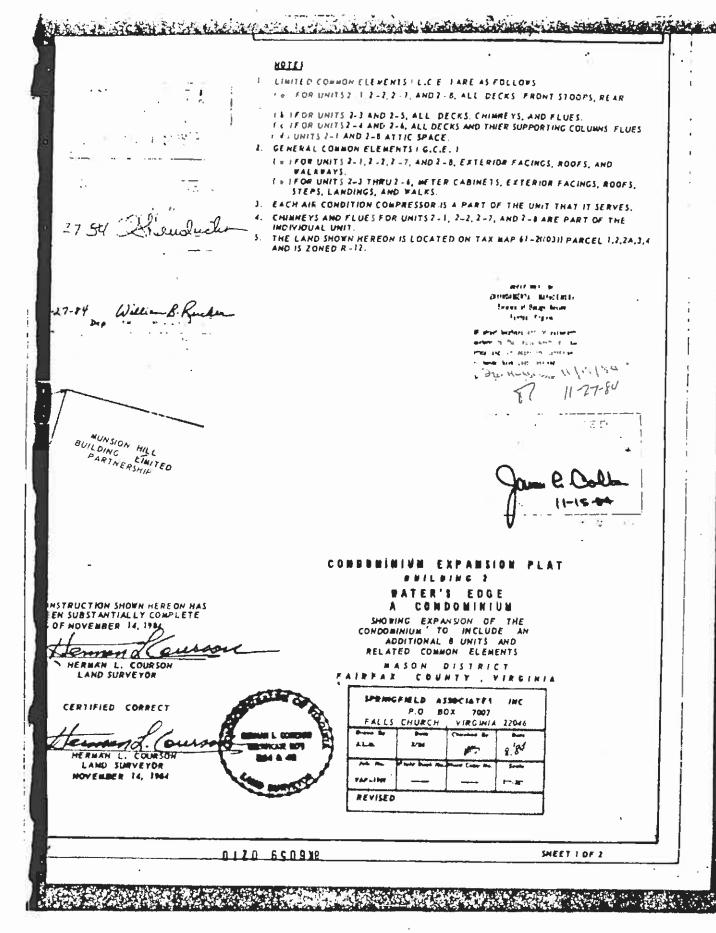
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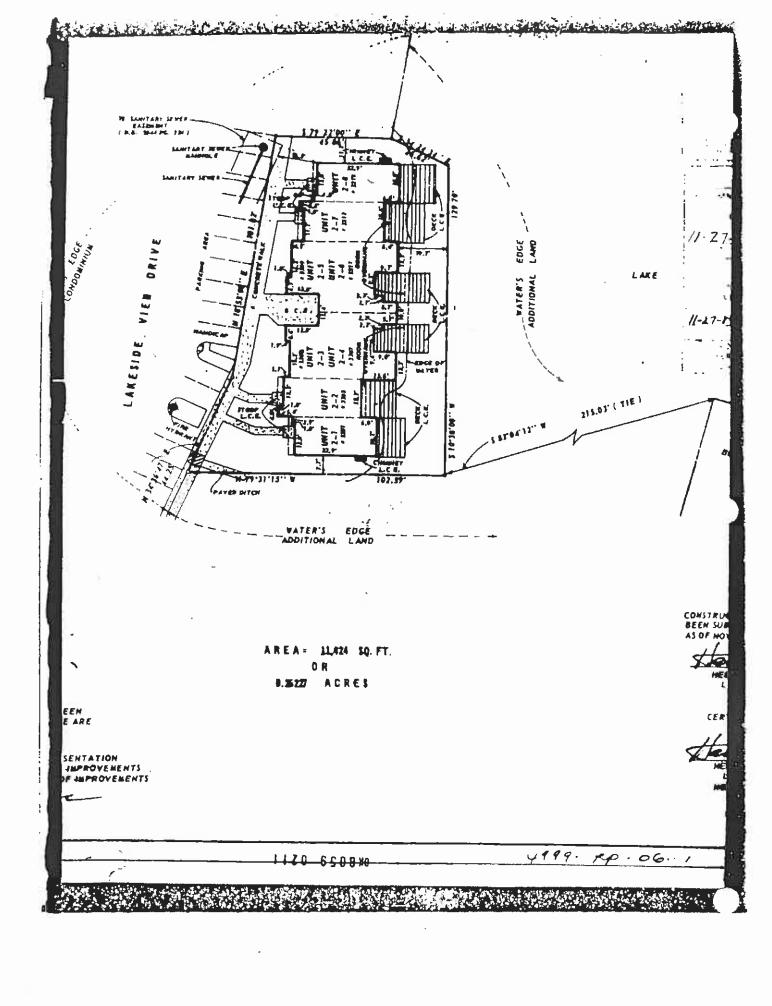
RATER'S EDGE A CONDOMINIUM

SHOWING EXPANSION OF THE CONDOMINIUM TO INCLUDE AN ADDITIONAL & UNITS AND

CONSTRUCTION SHOWN HEREON HAS BEEN SUBSTANTIALLY COMPLETE AS OF NOVEMBER 14, 1954

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LEGEND

L.C.R. DENOTES LIMITED COMMON ELEMENTS, G.C.A. DENOTES GENERAL COMMON ELEMENTS

G.C.R. DENOTES GENERAL COMMON UNIT 2-1 DENOTES UNIT HUMBER A 3301 DENOTES STREET ADDRESS SR. FT. DENOTES FLOOR AREA

TYPE IM DENOTES UNIT TYPE

A.C.C. DENOTES AIR CONDITIONER COMPRESSOR,

BENOTES ITEMS NOT YET CONSTRUCTED.

Q.H. DENOTES ROOM OVERHANG

INRVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT IS CORRECT, THAT IT IS A SUBDIVISION OF PART OF THE LAND STANDING IN THE NAME OF THE ANDEN GROUP AS RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA IN THE FOLLOWING DEED BOOKS AND PAGES D.B. \$510, PG. 1776, D.B. \$726 PG. 180, D.B. \$726 PG. 487, AND THAT IT IS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 55-79.58 PARAGRAPH (*) OF THE CONDOMINIUM ACT OF THE CODE OF VIRGINIA.

I FURTHER CERTIFY THAT LOCATION AND DIMENSIONS OF ALL EXISTING IMPROVEMENTS HAVE BEEN CAREFULLY ESTABLISMED BY TRANSIT-TAPE SURVEY, AND THAT UNLESS OTHERWISE SHOWN, THERE ARE NO VISIBLE ENCROACHMENTS.

I FUNTMEN CERTIFY THAT THIS PLAT AND THE WORDING OF THE DECLARATION AS AMENDED, RECORDED; OR INTENDED TO BE RECORDED CONTEMPORAHEDUSLY HEREWITH IS A CORRECT REPRESENTATION OF THE CONDOMINUM DESCRIBED, AND THAT THE IDENTIFICATION AND LOCATION OF ALL EXISTING IMPROVEMENTS AS CONSTRUCTED CAN BE DETERMINED FROM THEM, AND THE DIMENSIONS SHOWING THE LOCATION OF IMPROVEMENTS ARE ACTUAL FIELD MEASUREMENTS.

NOVEMBER 14, 1984

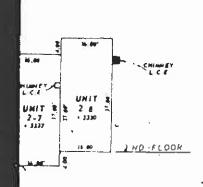
HERMAN L. COURSON
LAND SURVEYOR

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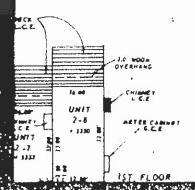
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- ISS FOR UNITS 3-3 AND 3-5, ALL PATIOS, CHIMNEYS, AND FLUES
- (1) FOR UNITS 3- 4 AND 3-6, ALL DECKS AND THEIR SUPPORTING COLUMNS, FLUES.
- 7 GENERAL COMMON ELEMENTS (G C E)
 - (a) FOR UNITS 1-1, 3-2, 3-7, AND 3-8, EXTERIOR FACINGS, ROOFS AND WALKWAYS
 (b) FOR UNITS 3-3 THRU 3-6, METER CABINETS, EXTERIOR FACINGS, ROOFS, STEPS.
- 3 EACH AIR CONDITION COMPRESSOR IS A PART OF THE UNIT THAT IT SERVES.
- 4. CHIMNEYS AND FLUES FOR UNITS 3-1, 3-2, 3-7, AND 3-8 ARE PART OF THE INDIVIDUAL UNIT.

CONDOMINIUM EXPANSION PLAN

WATER'S EDGE

CONDOMINIUM

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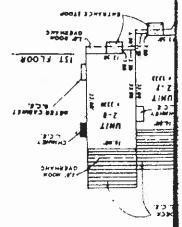
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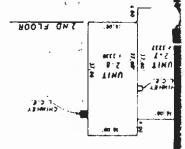
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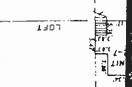
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F TRIE AMENDMENT TO DECLARATION OF WATER'S EDGE, A CONDUMINION

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THIS AMENOMENT is made as of the date set forth below by THE ANIEN GROUP, a California general partnership (the "Declaration").

witnesseth:

rectried among the Land Records of Fairfax County, Virginia, in Seed Book 5965 at page 926 et seg., a Declaration (the "Declaration") providing for the submission of certain land and easements described in such Declaration, together with the buildings and improvements thereon erected, owned by the Declarant in fee simple ansolute, to the provisions of the Condominium Act of the Commonwealth of Virginia (Title 55, Section 55-79.39 et seg., 1950 Code of Virginia, as amended) thereby establishing a Condominium known as "Water's Edge, A Condominium" (the "Condominium"), which Declaration previously has been amended by a First Amendment to Declaration recorded on June 12, 1984 in Deed Book 5965 at page 1006, a Second Amendment to Declaration recorded on November 28, 1994, in Deed Book 6059 at page 201, and a Third Amendment to Declaration recorded on December 24, 1984, in Deed Book 6065

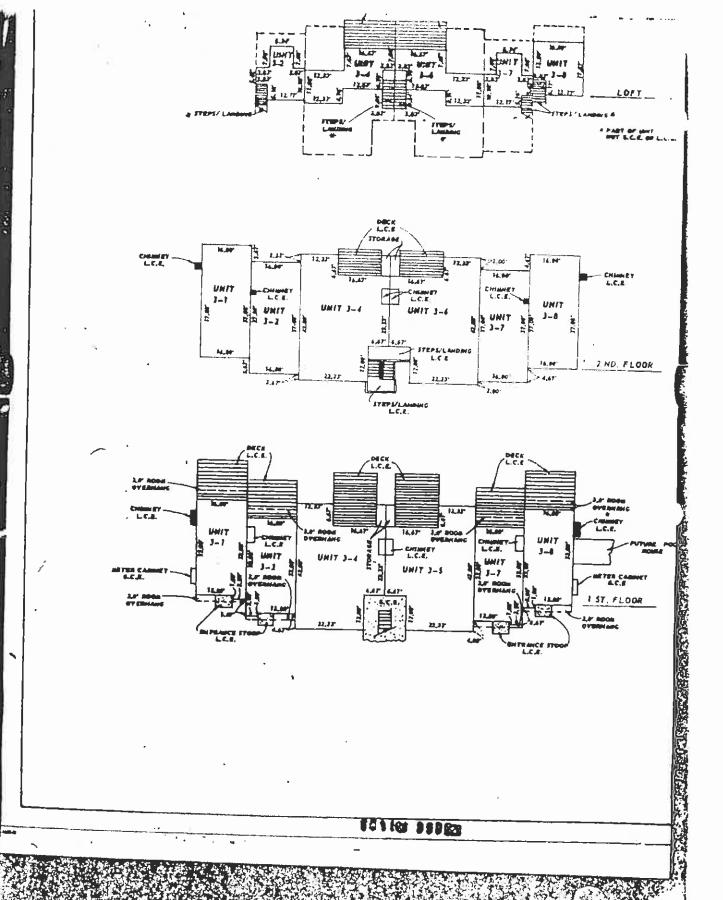
WHEREAS, as provided in the Declaration, the Leclarant has reserved the sole and exclusive right to expand the Condominium from time to time by additing thereto all or any portion of the real property (the "Additional Land") described in Exhibits A-2 and A-3(a) of the Leclaration; and

WHERIAS, the Declarant desires to amend the Peclaration * · provide for the expansion of the Condominum by the submission thereto of a portion of the Additional Land and the improvements erected thereon, as hereinafter provided;

NOW, THEREFORE, in consideration of the plemises, the Declarant does hereby declare that the Declaration shall be and hereby is amended as follows:

thereto in fee simple absolute of the portion of the Additional Land described in the Condominium Expansion Plat for Epilding (the 'Expansion Plat') and Legal Description, each attached to and made a part of this Amendment, together with the improvements erected thereon, which hereafter shall be a portion of the Condominium and shall be held, sold and conveyed subject to the covenants in the Declaration and Bylaws (and exhibits attached thereto), as the foregoing from time to time have been and may be amended. Such covenants, conditions, restrictions, and limita-

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tions shall be birding on all parties having or acquiring any right, little or interest in the Condominium or any part thereof and shall inure to the benefit of all such parties.

- The Condominium, as expanded heraby, shall continue to be known as Water's Edge, a Condominium.
- 3. There are eight (8) Units and appurtenant facilities erected on the portion of the Additional Land submitted hereby. The locations and dimensions of each Unit are shown on the Expansion Plat and on the Condominium Expansion Plan for Building 6 (the "Expansion Plan") attached to and made a part of this Amendment. The Condominium henceforth shall consist of thirty-eight (38) Units and related Common Elements.
- The Units hereby added to the Condominium conform to the description of Units as set forth in the Declaration. Percentage Interest of each Unit a part of the Condominium prior to the recordation of this Amendment shall be reduced as shown on Exhibit C, and each new Unit added to the Condominium by recordation hereof shall be assigned that Percentage Interest as shown on such Exhibit C, which Exhibit C is annexed hereto and made a part bereof. Exhibit C sets forth a list of all Units now or previously submitted to the provisions of the Declaration, the area of each of such Units (determined by reference to the Condominium Plat and Plan, as amended by the Expansion Plat and Expansion Plan), and the reallocated Percentage Interest of each Unit in the Common Elements based upon the relative size (in approximate square feet) of each Unit (including Units hereby submitted) in the Condominium. Percentage Interests are expressed as fractions, the numerator of which is the size of the Unit and the denominator of which is the aggregate size of all Units. The approximate areas of the Units and land hereby added and the immediate Common Flements to which each such Unit has access are shown on the Expansion Plat and Expansion Plan.
- 5. The Limited Common Elements hereby added to the Condominium conform to the description of limited common elements set forth in the Declaration, as more particularly shown on the Expansion Plan as Limited Common Elements. Such Limited Common Elements are assigned to the Unit(s) to which each is adjacent. The responsibility for Limited Common Elements shall be as set forth in the Declaration and Bylaws.
- 6. All Units, including the Units hereby submitted, shall be allocated one (1) vote in the Unit Owners' Association. Unit Owners, including Owners of the Units hereby submitted, shall have the right to future common profits, and shall be liable for future Common Expenses not specifically assessed, in proportion to their respective voting strengths in the Unit Owners' Association.

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- 6. The provisions of the Declaration, as amended by this Amendment, shall be hinding upon and indire to the benefit of the Tetlerant, each Owner, and each successive Owner of each Unit in the Tondominium and any other person or entity having or acquiring any interest in any such Unit or other portion of the Condominium.
- 9. Except as modified by this Amendment, the Declarant fectoration.

IF WITNESS WHEREOF, the Declarant has caused this Amendment to be duly executed as of the $1/2^{2}$ day of December, 1984.

THE ANDEN GROUP, a California general partnership

The state of the s

By: MIDEN CORPORATION,

James P. Joyce.
Vice President

#6070 M3065

COMMINWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Jares P. Joyce, as Vice President of Miden Corporation, a general partner of The Ander. Group, personally appeared before me in said jurisdiction and heing by se first duly sworn, did depose and say that The Anden Group is a party of the foregoing and annexed Amendment and that the facts set forth in said Amendment are true and correct; and he asknowledged to me that The Anden Group executed the said and he arknowledged to me that The Anden Group executed the maid Amendment as its free act and deed.

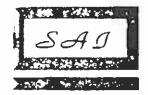
Subscribed and sworn to before me this 14 day of December, 1984.

Notary Public

My Commission Expires: 441/1917

[Notarial Seal]

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eletter 17, 1984

M6070 #0066

Springfield Associates, Inc.

ENGINEERS

PLANNERS

ARCHITECTS

BURNEYORS

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DESCRIPTION OF BUILDING 6
hater's Edge
A Condominium
Vason District
Fairfax County, Virginia

Beginning at a point in the lines of Additional Land, Water's Edge, said point lying S 76° 08' 28" w, 15b.11 feet from the northwesterly corner of the land of Munson Hill Building Limited Partnership, and munning thence through the said Additional Land Water's Edge, S 34° 36' 47" W, 155.25 feet, and N 55° 23' 13" W, 151 08 feet to a point in the easterly line of Nater's Edge, A Condominium.

thence with the lines of water's Edge and continued through the aforesaid Additional Land, water's Edge \times 34° 36′ 47° E, 87.87 feet; and 5.79° 31° 15° E, 103.34 feet to the beginning.

Containing 18,342 square feet, or 0 42106 acres.

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MAILING ADDRESS P.O. BOX 700* FALLS CHURCH VIRGINIA 27046

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WATER'S EIGE, A CONDOMINIUM EXHIBIT C TO DECLARATION FOURTH AMENDMENT

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Unit numbered 4-4 Unit Type 105-LR	1421	1421 45,435
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Unit numbered 4-7 Unit Type 106-8	1051	1751 (45,935
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CONDOMINIUM EXPANSION PLAT

BUILDING 6

WATER'S EDGE

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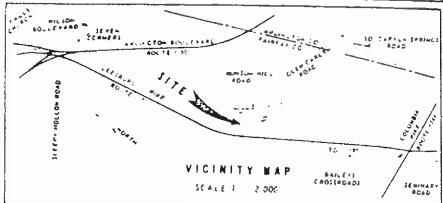
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BUILDING 6

WATER'S EDGE

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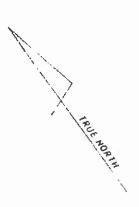
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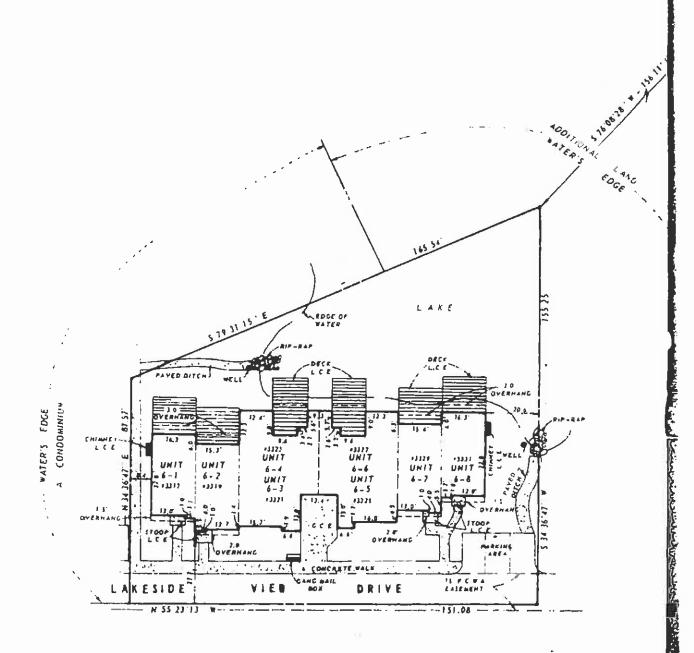
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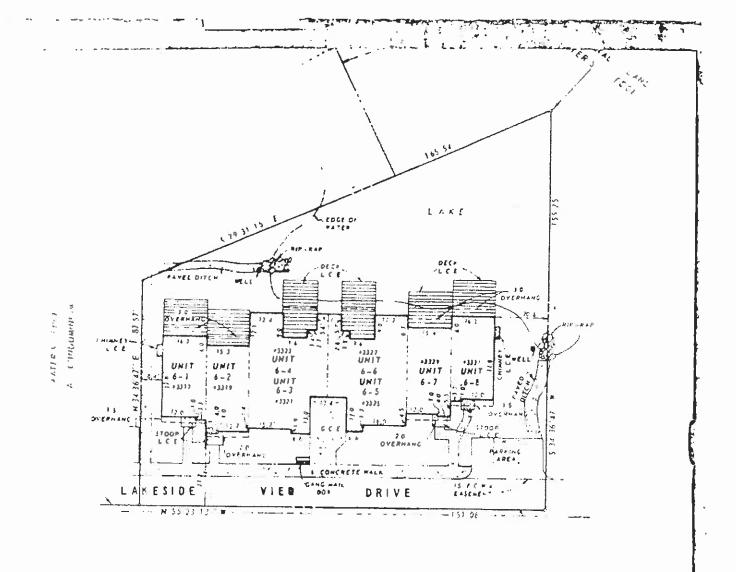
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> SURVEYOR'S CERTIFICATE

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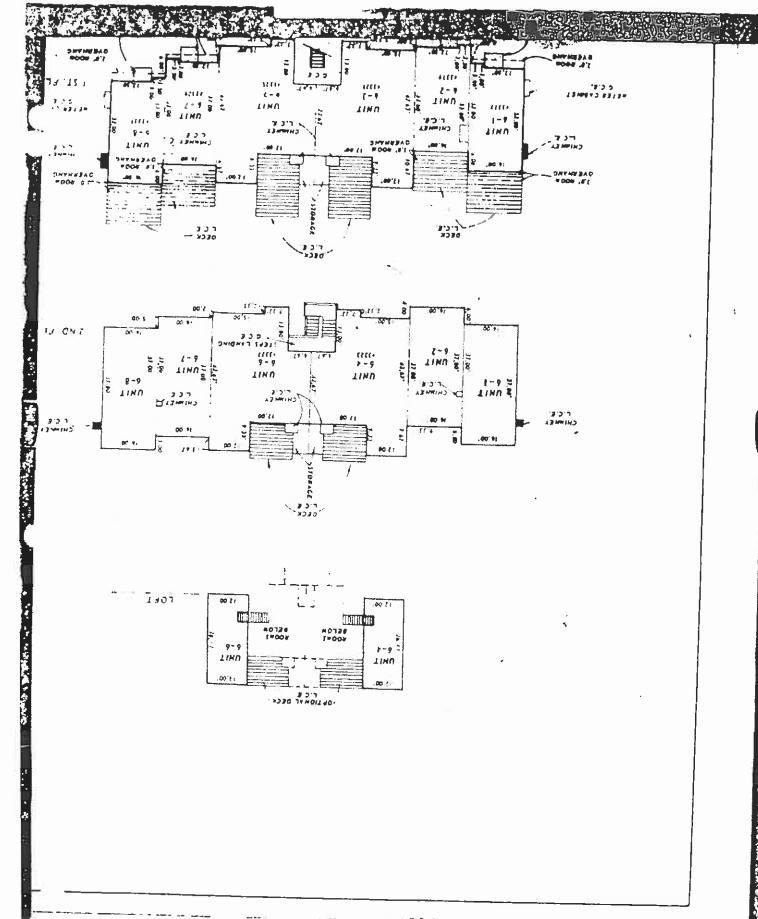
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CONDOMINIUM EXPANSION PLAN

BUILDING & WATER S EDGE

CONDOMINIUM

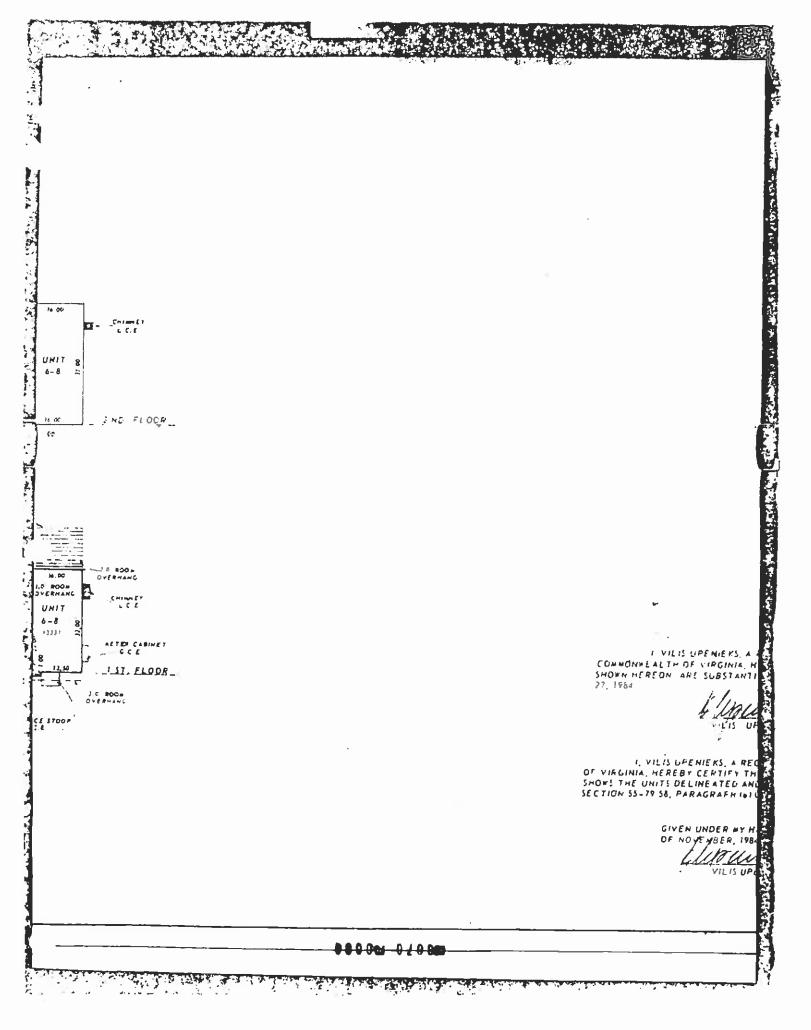
SHOWING EXPANSION OF THE CONDOMINIUM TO INCLUDE AN ADDITIONAL B UNITS, AND RELATED COMMON ELEMENTS

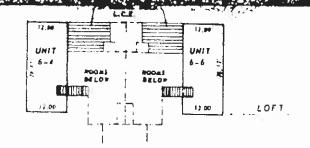
MASON DISTRICT FAIRFAX COUNTY, VIRGINIA

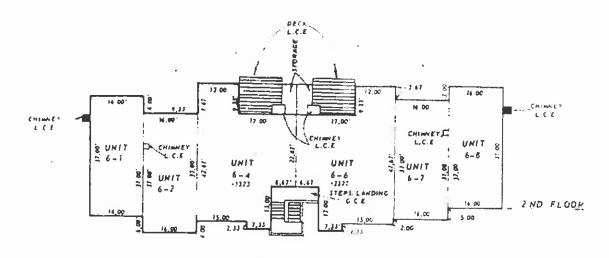
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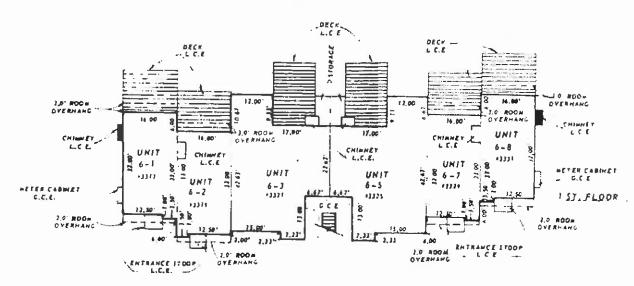






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FIRST AMENDMENT TO DECLARATION OF WATER'S EDGE, A CONDOMINIUM

THIS AMENDMENT is made as of the date set forth below by THE ANDEN GROUP, a California general partnership (the "Declarant").

WITNESSETH:

WHEREAS, on even date herewith the Declarant caused to be recorded among the Land Records of Fairfax County, Virginia in Deed Book 5965 at page 926 et seq., a Declaration (the "Declaration") providing for the submission of certain land and easements described in such Declaration, together with the buildings and improvements thereon erected, owned by the Declarant in fee simple absolute, to the provisions of the Condominium Act of the Commonwealth of Virginia (Title 55, Section 55-79.39 et seq., 1950 Code of Virginia, Edge, A Condominium"; and

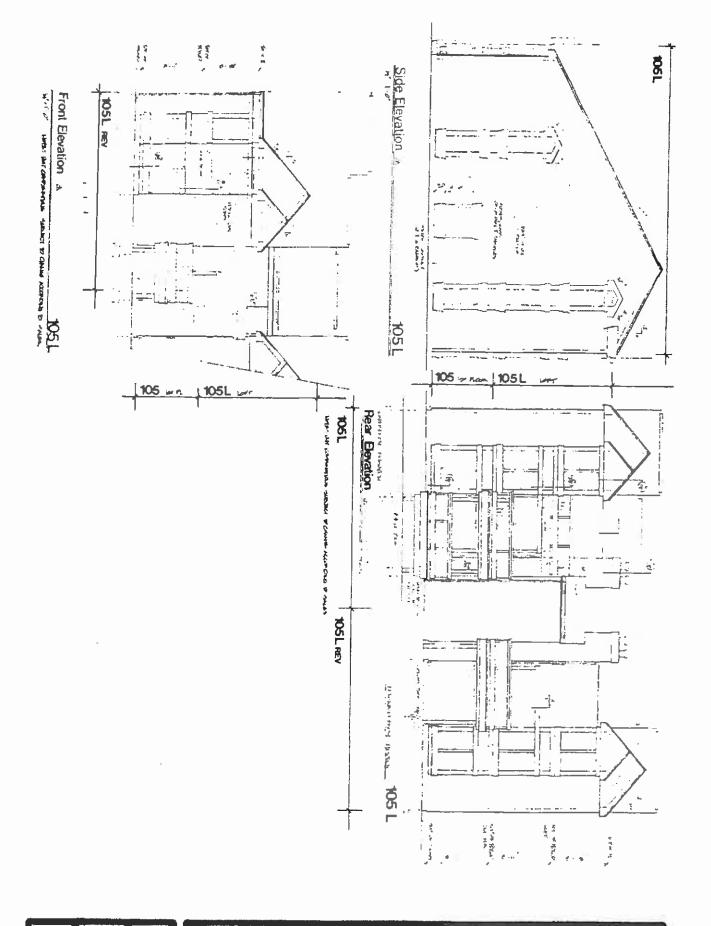
WHEREAS, as provided in the Declaration, the Declarant has reserved the sole and exclusive right to expand the Condominium from time to time by adding thereto all or any portion of the real property (the "Additional Land") described in Exhibits A-2 and A-2(a) of the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to provide for the expansion of the Condominium by the submission thereto of a portion of the Additional Land and the improvements erected thereon, as hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby declare that the Declaration shall be and hereby is

- 1. The Condominium is hereby expanded by the addition thereto in fee simple absolute of the portion of the Additional Land described in the Condominium Expansion Plat for Building 1 (the "Expansion Plat") and legal description thereto attached to and made a part of this First Amendment, together with the improvements erected thereon, which hereafter shall be a portion of the Condominium and shall be held, sold and conveyed subject to the covenants in the Declaration and Bylaws (and exhibits attached thereto), as conditions, restrictions, and limitations shall be binding on all condominium or any part thereof and shall inure to the benefit of all such parties.
- 2. The Condominium, as expanded hereby, shall continue to be known as Water's Edge, A Condominium.

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- 3. There are six (6) Units and appurtenant facilities erected on the portion of the Additional Land submitted hereby. The locations and dimensions of each Unit are shown on the Expansion Plat and on the Condominium Expansion Plan for Building 1 (the "Expansion Plan") attached to and made a part of this First Amendment. The Condominium henceforth shall consist of fourteen (14) Units and related Common Elements.
- The Units hereby £dded to the Condominium conform to the description of Units as set forth in the Declaration. The Percentage Interest of each Unit a part of the Condominium prior to the recordation of this Amendment shall be reduced as shown on Exhibit C, and each new Unit added to the Condominium by recordation hereof shall be assigned that Percentage Interest as shown on such Exhibit C, which Exhibit C is annexed hereto and made a part hereof. Exhibit C sets forth a list of all Units now or previously submitted to the provisions of the Declaration, the area of each of such Units (determined by reference to the Condominium Plat and Plan, as amended by the Expansion Plat and Expansion Plan), and the reallocated Percentage Interest of each Unit in the Common Elements based upon the relative size (in approximate square feet) of each Unit (including Units hereby submitted) compared to all Units (including Units hereby submitted) in the Condominium. Percentage Interests are expressed as fractions, the numerator of which is the size of the Unit and the denominator of which is the aggregate size of all Units. The approximate areas of the Units and land hereby added and the immediate Common Elements to which each such Unit has access are shown on the Expansion Plat and Expansion Plan.
- 5. The Limited Common Elements hereby added to the Condominium conform to the description of limited common elements set forth in the Declaration, as more particularly shown on the Expansion Plan as Limited Common Elements. Such Limited Common Elements are assigned to the Unit(s) to which each is adjacent. The responsibility for Limited Common Elements shall be as set forth in the Declaration and Bylaws.
- 6. All Units, including the Units hereby submitted, shall be allocated one (1) vote in the Unit Owners' Association. Unit Owners, including Owners of the Units hereby submitted, shall have the right to future common profits, and shall be liable for future Common Expenses not specifically assessed, in proportion to their respective voting strengths in the Unit Owners' Association.
- 7. Each of the terms used in this Amendment shall have the meaning given to such term in the Declaration and Bylaws of the Condominium.
- 8. The provisions of the Declaration, as amended by this Amendment, shall be binding upon and inure to the benefit of the Declarant, each Owner, and each successive Owner of each Unit in the Condominium and any other person or entity having or acquiring

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any interest in any such Unit or other portion of the Condominium.

Except as modified by this Amendment, the Declarant ratifies and confirms all of the terms and provisions of the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be duly executed as of the //a day of June, 1984.

> THE ANDEN GROUP, a California general partnership

By: /MIDEN CORPORATION, general partner

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

58:

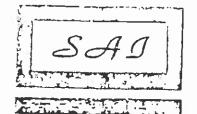
I, I.c. 1. Slean, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that James P. Joyce, as Vice President of Miden Corporation, a general partner of The Anden Group, personally appeared before me in said jurisdiction and being by me first duly sworn, did depose and say that The Anden Group is a party of the foregoing and annexed Amendment and that the facts set forth in said Amendment are true and correct; and he acknowledged to me that The Anden Group executed the said Amendment as its free act and deed.

Subscribed and sworn to before me this // day of June, 1984.

My Commission Expires: Qual 6 1987

[Notarial Seal]

CH 5965 1011



March 22, 1984

Springfield Associates, Inc.

ENGINEERS

PLANNERS

ARCHITECTS

SURVEYORS

CARL H HELLWIS LB HERMANIL COURSON LE WINKANT C MEGINTY PE US YIUS UPERIERS PE LS MICHAEL H KELLY PE LS PAUL F MOCONNELL LS BANTIAGO CABALLERO AIA

VESTA "BERNIE" SHORT CONSTRUCTION HANAGEMENT

DESCRIPTION OF BUILDING 1 WATER'S EDGE A CONDOMINIUM MASON DISTRICT FAIRFAX COUNTY, VIRGINIA

Beginning at a point in the outline of Water's Edge, Additional Land, said point lying S 12° 28' 10" E, 114.45 feet from the southwesterly corner of Lot 3, Lebanon Subdivision;

thence with the outline of the said Water's Edge, Additional Land the following courses and distances:

S 71° 07' 00" E, 102.39 feet to a point; S 18° 53' 00" W, 85.00 feet to a point; N 79° 22' 00" W, 45.86 feet to a point;

S 18° 53' 00" W, 101.82 feet to a point; S 34° 36' 47" W, 131.83 feet to a point; and N 55° 23' 13" W, 30.00 feet to a angle point in the

southerly line of Water's Edge, A Condominium;

thence with the easterly line of the said Water's Edge, A Condominium, and continuing with the aforesaid outline of Water's Edge, Additional Land the following courses and distances;

N 34° 36' 47" E, 133.21 feet to a point; N 18° 53' 00" E, 57.27 feet to a point; N 63° 45' 00" W, 28.74 feet to a point; and N 18° 53' 00" E, 122.98 feet to the beginning,

containing 16,918 square feet or 0.38838 acres.

WATER'S EDGE, A CONDOMINIUM EXHIBIT C TO DECLARATION

UNIT AND UNIT TYPE	SQUARE FOOTAGE	PERCENTAGE INTEREST*
Unit numbered 4-1 Unit Type 106-R	1051	1051/16,658
Unit numbered 4-2 Unit Type 106	1051	1051/16,658
Unit numbered 4-3 Unit Type 105-R	1064	1064/16,658
Unit numbered 4-4 Unit Type 105-LR	1421	1421/16,658
Unit numbered 4-5 Unit Type 105	1064	1064/16,658
Unit numbered 4-6 Unit Type 105-L	1421	1421/16,658
Unit numbered 4-7 Unit Type 106-R	1051	1051/16,658
Unit numbered 4-8 Unit Type 106	1051	1051/16,658
Unit numbered 1-1 Unit Type 105-R	1064	
Unit numbered 1-2 Unit Type 105-LR	1421	PN 3: 23 CUSTY, VA. 1757
Unit numbered 1-3 Unit Type 103	1049	REGREE WICKER 12 PN 3: 23 1/0901 12 PN 3: 23 1/09
Unit numbered 1-4 Unit Type 103-L	1380	1360/16,658 超過
Unit numbered 1-5 Unit Type 106-LR	1462	1462/16,658
Unit numbered 1-6 Unit Type 106-R	1108	1108/16,658
TOTAL - 14 Units	16,658	16,658/16,658

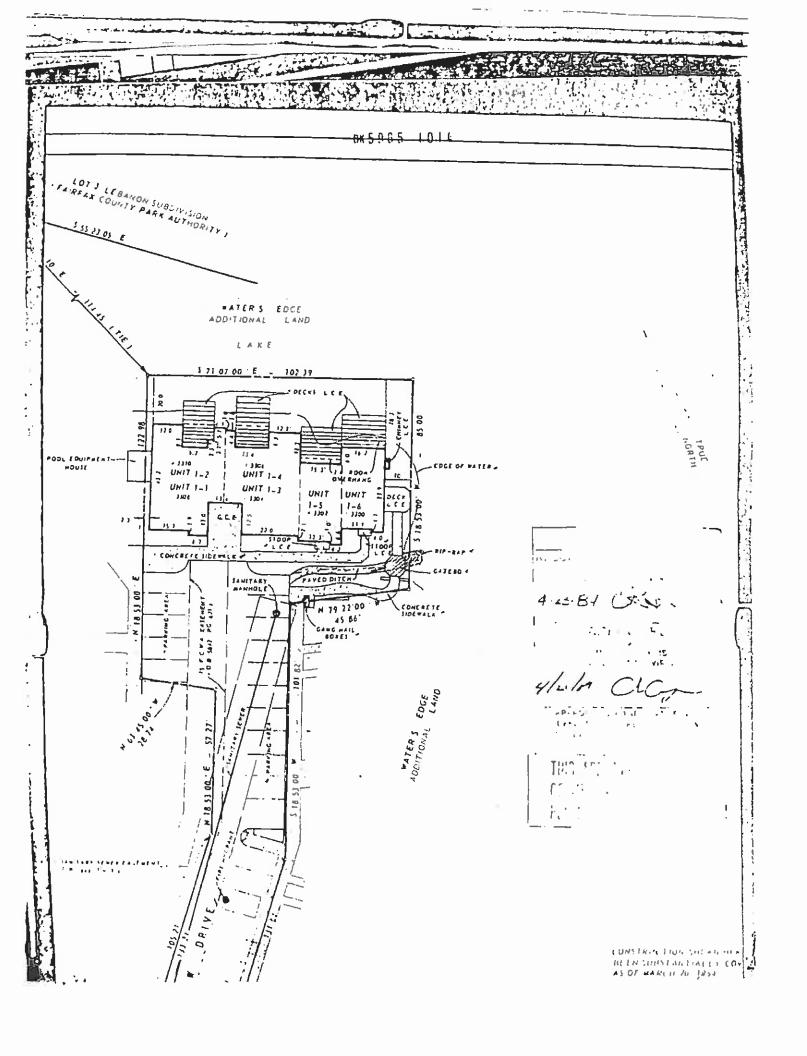
^{*} Percentage Interests are expressed as fractions, the numerator of which is the approximate square footage of the Unit and the denominator of which is the approximate square footage of all Units in the Condominium. In the event the Condominium is expanded, numerators for each Unit will remain the same but the denominator will increase. All Units are in Fairfax County, Virginia.

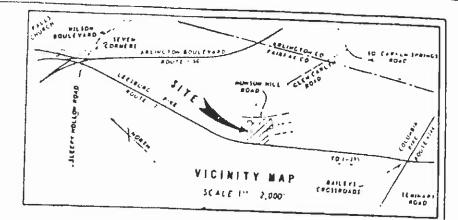
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 - EB / FOR UNIT: 1-2 440 1-4, DECKS, THEIR SUPPORTING COLUMNS. CHIMNEY AND FLUES.
 - (c) FOR UNITS 1-5 AND 1-6. ENTRANCE STOOPS, DECKS, CHIMNEY AND FLUES.
- GENERAL COUNCHELEMENTS I G C.E. I ARE AS FOLLOWS: I . IFOR UNITS 1-1, 1-2, 1-1, AND 1-4, EXTERIOR FACINGS, ROOFS, WALKBAYS, STEPS LANDINGS AND METER CABINET (UNIT 1-1).
 - (LIFOR UNITS 1-5 AND 1-6, EXTERIOR FACINGS, ROOFS, AND METER CABINET I UNIT 1-61.
- 3. EACH AIR CONDITION COMPRESSOR IS A PART OF THE UNIT THAT IT SERVES
- CHINNEYS AND FLUES FOR UNITS 1-5 AND 1-6 ARE PART OF THE INDIVIDUAL UNIT.

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CONDOMINIUM **EXPANSION** PLAT

BUILDING 1

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 - CETTOR UNITS 1-5 AND 1-6, ENTRANCE STOOPS, LESSED AND FLUES.
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- 3. EACH AIR CONDITION COMPRESSOR IS A PART OF THE UNIT THAT IT MEKES
- 4. CHIMNEYS AND FLUES FOR UNITS 1-5 AND 1-6 ARE PART OF THE INDIVIDUAL UNIT.

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CONDOMINIUM EXPANSION PLAT

BUILDING 1

WATER'S EDGE

SHOWING EXPANSION OF THE CONDOMINIUM TO INCLUDE AN ADDITIONAL 6 UNITS AND RELATED COMMON ELEMENTS WASON DISTRICT

FAIRFAX COUNTY, VIRGINIA

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IFURTHER CERTIFY THAT LOCATION AND DIMENSIONS OF ALL EXISTING IMPROVEMENTS HAVE BEEN CAREFOLLS ESTABLISHED BY TRANSIT-TAPL SURVEY. AND THAT UNLESS OTHERWISE SHOWN THERE AND MC VISIBLE ENCROACHMENTS.

IF FURTHER CERTIFY THAT THIS PLAT AND THE WORDING OF THE DECLARATION AS AMENDED.

RECORDED OR INTENDED TO BE RECORDED CONTEMPORANIOUSLY HEREWITH IS A CORRECT REPRESENTATION OF THE CONCOMINION OF SCRIEGE, AND THAT THE RENTIFICATION AND EDUCATION OF ALL EXISTING IMPROVEMENTS AS CONSTRUCTED CAN BE DETERMINED FROM THEM AND THE DIME PHONE SHOWING THE FOCATION OF IMPROVEMENTS ARE ACTUAL FILLD MEASUREMENTS.

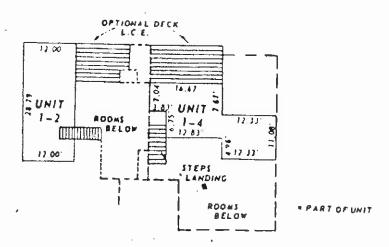
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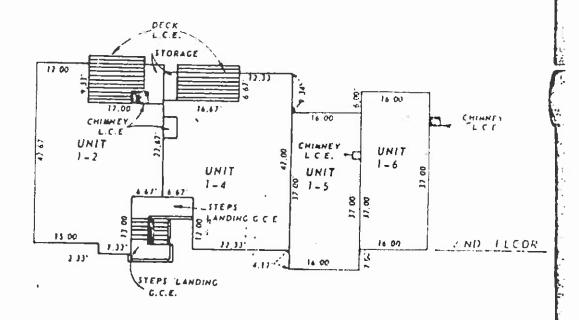
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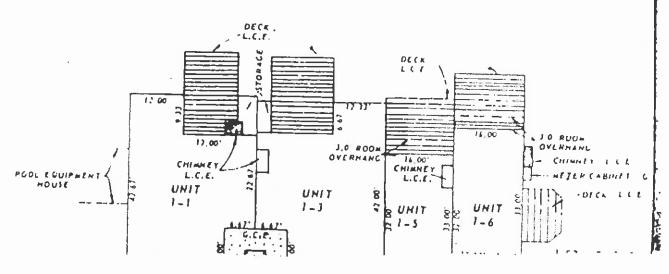
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- LANDINGS, AND METER CABINET (UNIT 1-1)
- I b ; FOR UNITS 1-5 AND 1-6, EXTERIOR FACINGS, ROOFS, AND METER CABINET 'UNIT 1-6)
- 3 EACH AIR CONDITION COMPRESSOR IS A PART OF THE UNIT THAT IT SERVES
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CONDOMINIUM EXPANSION PLAN
BUILDING)
WATER'S EDGE

A CONDOMINIUM

SHOWING EXPANSION OF THE CONDOMINIUM TO INCLUDE AN ADDITIONAL 6 UNITS AND RELATED COMMON ELEMENTS MASON DISTRICT

FAIRFAX COUNTY, VIRGINIA

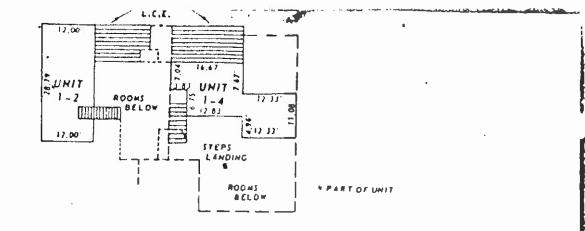
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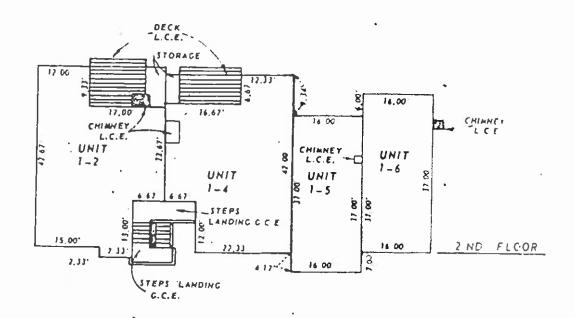
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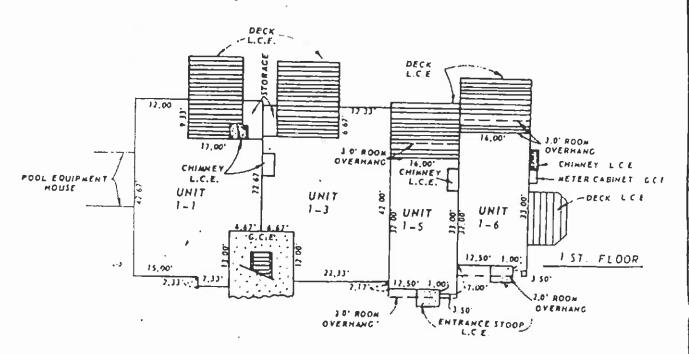
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THIRD AMENDMENT TO DECL ARATION

OF MATER'S EDGE, A CONDOMINION

DOCUMENT CONTROL NUMBER

La rest Te THIS AMENDMENT is made as of the date set forth below by THE ANDEN GROUP, a California general partnership (the "Declarant").

WITNEBBETH

WHEREAS, on June 12, 1984, the Declarant caused to be recorded among the Land Records of Fairfax County, Virginia/in Deed Book 5965 at page 926 et seq., a Declaration (the "Declaration") providing for the submission of certain land and essements described in such Declaration, together with the buildings and improvements thereon erected, owned by the Declarant in fee simple improvements thereon erected, owned by the Declarant in ter simple absolute, to the provisions of the Condominium Act of the Commonwealth of Virginia (Title 55, Section 55-79.39 st sag., 1950 Code of Virginia, as amended) thereby establishing a Condominium known as "Mater's Edge, A Condominium" (the "Condominium"), which thereby beclaration previously has been amended by a First Amendment to be a condominium of the Condominium 1008, and a Second Amendment to Declaration recorded on November 28, 1984, in Deed Book 6059 at page 201; and

WHEREAS, as provided in the Declaration, the Declarant has reserved the sole and exclusive right to expand the Condominium from time to time by additing thereto all or any portion of the real property (the "Additional Land") described in Exhibits A-2 and A-2(a) of the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to provide for the expansion of the Condominium by the submission; thereto of a portion of the Additional Land and the improvementa erected thereon, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, the Openiarant does hereby declare that the Declaration shall be and hereby is amended as follows:

The Condominium is hereby expanded by the addition. 1. The Condominium is hereby expanded by the addition thereto in fee simple absolute of the portion of the Additional Land described in the Condominium Expansion Plat for Building (the "Expansion Plat") and Legal Description, each attached to and made a part of this Amendment, together with the improvements of erected thereon, which hereafter shall be a portion of the Condominium and shall be held, sold and conveyed subject to the covenants in the Declaration and Bylava (and exhibits attached thereto), as the forecoing from time to time have been and may be covenants in the Declaration and Bylava (and emnibits attached thereto), as the foregoing from time to time have been and may be amended. Such covenants, conditions, restrictions, and limitations shall be binding on all parties having or acquiring any right, title or interest in the Condominium or any part and shall inure to the benefit of all such parties.

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- The Condominium, as expanded hereby, shall continue to be known as Mater's Edge, a Condominium.
- J. There are eight (B) Units and apportenant facilities erected on the portion of the Additional Land submitted hereby. The locations and dimensions of each Unit are shown on the Expansion Plat and on the Condominium Expansion Plan for Building 6 (the "Expansion Plan") attached to and made a part of this Amendment. The Condominium henceforth shall consist of thirty (30) Units and related Common Elements.
- 4. The Units hereby added to the Condominium conform to the description of Units as set forth in the Declaration. The Percentage Interest of each Unit a part of the Condominium prior to the recordation of this Amendment shall be reduced as shown on Exhibit C, and each new Unit added to the Condominium by recordation hereof shall be assigned that Percentage Interest as shown on such Exhibit C, which Exhibit C is annexed hereto and made a part hereof. Exhibit C sets forth a list of all Units now or previously submitted to the provisions of the Declaration, the area of each of such Units (determined by reference to the Condominium Plan, as amended by the Expansion Plat and Expansion Plan), and the reallocated Percentage Interest of each Unit in the square feet) of each Unit (including Units hereby submitted) in the Condominium. Percentage Interests are expressed as fractions, the numerator of which is the size of the Unit and the denominator of which is the aggregate size of all Units. The approximate areas of the Units and land hereby added and the immediate Common Elements to which each such Unit has access are shown on the Expansion Plat and Expansion Plan.
- Condominium conform to the description of limited common elements set forth in the Declaration, as more particularly shown on the Expansion Plan as Limited Common Elements. Such Limited Common Elements are assigned to the Unit(s) to which each is adjacent. The responsibility for Limited Common Elements shall be as agt of forth in the Declaration and Bylaws.
- 6. All Units, including the Units hereby submitted, a shall be allocated one (1) vote in the Unit Owners / Association. If Unit Owners, including Owners of the Units hereby submitted, shall have the right to future common profits, and shall be liable for future Common Expenses not specifically assessed, in proportion to their respective voting strengths in the Unit Owners' Association.
- 7. Each of the terms used in this Amendment shall have; the meaning given to such term in the Declaration and Bylaws of the Condominium.
- 8. The provisions of the Declaration, as amended by this Amendment, shall be binding upon and inure to the benefit of the

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Declarant, each Owner, and each successive Owner of each Unit in the Condominium and any other person or entity having or acquiring any interest in any such Unit or other portion of the Condominium.

9. Except as modified by this Amendment, the Declarant ratifies and confirms all of the terms and provisions of the

IN WITHESS WHEREOF, the Declarant has caused this Amendment to be duly executed as of the Dad day of December, 1984.

THE ANDEN GROUP, a California general partnership

By: MIDEN CORPORATION,

James P. Joyce, Vice President /

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRPAX

ALC: N. STATE

I, Audit of the jurisdiction aforesaid, do hereby certify that James P. Joyce, as Vice President of Miden Corporation, a general partner of The Anden Group, personally appeared before me in said jurisdiction and being by me first duly sworn, did depose and say that The Anden Group is a party of the foregoing and annexed Amendment and that the facts set forth in said Amendment are true and correct; and he acknowledged to me that The Anden Group executed the said Amendment as its free act and deed.

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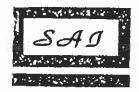
Subscribed and sworn to before me this was day of

Notary Public

My Commission Expires 1 April 6, 1987

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November 8, 1984

Springfield Associates, Inc.

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DESCRIPTION OF BUILDING 3
WATER'S EDGE
A CONDOMINIUM
MASON DISTRICT
FAIRFAX COUNTY, VIRGINIA

Beginning at a point in the westerly outline of Water's Edge, Additional Land, said point lying N 70° 59' 11" W, 311.57 feet from the northwesterly corner of the land of Hunson IIIII Building Limited Partnership;

thence with said outline of Water's Edge, Additional Land, the following courses and distances:

5 18° 53' 00" W, 57.27 feet to a point; and 5 34° 36' 47" W, 105.21 feet to a point in the northerly line of Water's Edge, A Condominium;

thence with the outline of said Water's Edge, A Condominium, and to continue with the outline of said Water's Edge, Additional Land, the following courses and distances:

N 55° 23' 13" N. 93.59 feet to a point; N 26° 15' 00" I, 147.28 feet to a point; and S 63° 45' 00" E, 100.56 feet to the beginning;

containing 15,725 square feet of 0.36100 acres.

HDR.je

BOD SOUTH WASHINGTON ETHETT FALLS CHURCH VINGING 2704

ALBERT FOR PROPERTY AND

Santana Commence

(200) 237-1222

MARING ADDRESS P.O. BOX (1997). FALLE CHURCH VINGRIA (1904).

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Samber.

WATER'S EDGE, A CONDOMINIUM EXHIBIT C TO DECLARATION THIRD AMENDMENT

UNIT	AND UNIT TYPE	SOUARE POOTAGE	PERCENTAGE INTEREST
	numbered 4-1 Type 106-R	1051	1051/36,533
	numbered 4-2 Type 106	1051	1051/36,533
	numbered 4-3 Type 105-R	1064	1064/36,533
	numbered 4-4 Type 105-LR	1421	1421/36,533
	numbered 4-5 Type 105	1064	1064/36,533
	numbered 4-6 Type 105-L	1421	1421/36,533
	numbered 4-7 Type 106-R	1051	1051/36,533
	numbered 4-8 Type 106	1051	1051/36,533 🚽
	numbered 1-1 Type 105-R	1064	1064/36,533
	numbered 1-2 Type 105-LR	1421	1421/36,533
	numbered 1-3 Type 103	1049	1049/36,533
	numbered 1-4 Type 103-L	1380	1380/36,5335
	numbered 1-5 Type 106-LR	1462	1462/36,533
	numbered 1-6 Type 106-R	1108	1108/36,533
Unit	numbered 2-1 Type 106-R	1051	1051/36,533

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HATER'S EDGE, A CONDOMINIUM

THIS AMENDMENT is made as of the date set forth below by THE ANDEN GROUP, a California general partnership (the "Declarant").

WITNESSETH :

WHEREAS, on June 12, 1984, the Declarant caused to be recorded among the Land Records of Pairfax County, Virginia, in Deed Book 5965 at page 926 at seq., a Declaration (the "Declaration") providing for the submission of certain land and massements described in such Declaration, together with the buildings and improvements thereon erected, owned by the Declarant in fas simple absolute, to the provisions of the Condominium Act of the Commonwealth of Virginia (Title 55, Section 55-79.19 at seq., 1950 Code of Virginia, as amended) thereby establishing a Condominium known as "Water's Edge, A Condominium" (the "Condominium"), which Declaration proviously has been amended by a First Amendment to Declaration recorded on June 12, 1984 in Deed Book 5965 at page 1008, a Second Amendment to Declaration recorded on November 28, 1984, in Deed Book 6059 at page 201, a Third Amendment to Declaration recorded on December 14, 1984, in Deed Book 6068 at page 1391, and a Fourth Amendment to Declaration recorded on December 18, 1984, in Deed Book 6068 at page

WHEREAS, as provided in the Declaration, the Declarant has reserved the sole and exclusive right to expand the Condominium from time to time by additing thereto all or any portion of the real property (the "Additional Land") described in Exhibits A-2 and A-2(a) of the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to provide for the expansion of the Condominium by the submission thereto of a portion of the Additional Land and the improvements erected thereon; as hereinafter provided;

NOW, THEREPORE, in consideration of the premises, the Declarant does hereby declare that the Declaration shall be and hereby is amended as follows:

1. The Condominium is hereby expanded by the addition thereto in fee simple absolute of the portion of the Additional Land described in the Condominium Expansion Plat for Building 8 (the "Expansion Plat") and Legal Description, each attached to and made a part of this Amendment, together with the improvements erected thereon, which hereafter shall be a portion of the Condominium and shall be held, sold and conveyed subject to the covenants in the Declaration and Bylaws (and exhibits attached

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thereto), as the foregoing from time to time have been and may be amended. Such covenants, conditions, restrictions, and limitations shall be binding on all parties having or acquiring any right, title or interest in the Condominium or any part thereof and shall inure to the benefit of all such parties,

- The Condominium, as expanded hereby, shall continue to be known as Water's Edge, a Condominium.
- 3. There are five (5) Units and appurtenant facilities erected on the portion of the Additional Land submitted hereby. The locations and dimensions of each Unit are shown on the Expansion Plat and on the Condominium Expansion Plan for Building 9 (the "Expansion Plan") attached to and made a part of this Amendment. The Condominium henceforth shall consist of forty-three (43) Units and related Common Elements.
- 4. The Units hereby added to the Condominium conform to the description of Units as set forth in the Declaration. The Percentage Interest of each Unit a part of the Condominium prior to the recordation of this Amendment shall be reduced as shown on Exhibit C, and each new Unit added to the Condominium by racordation hereof shall be assigned that Percentage Interest as shown on such Exhibit C, which Exhibit C is annexed hereto and made a part hereof. Exhibit C ests forth a list of all Units now or previously submitted to the provisions of the Declaration, the area of each of such Units (determined by reference to the Condominium Plan), as amended by the Expansion Plat and Expansion Plan), and the reallocated Percentage Interest of each Unit in the Common Elements based upon the relative size (in approximate square feet) of each Unit (including Units hereby submitted) in the Condominium. Percentage Interests are expressed as fractions, the numerator of which is the size of the Unit and the denominator of which is the aggregate size of all Units. The approximate areas of the Units and land hereby added and the immediate Common Elements to which each such Unit has access are known on the Expansion Plat and Expansion Plat.
- 5. The Limited Common Elements heraby added to the Condominium conform to the description of limited common elements set forth in the Declaration, as more particularly shown on the Expansion Plan as Limited Common Elements. Such Limited Common Elements are assigned to the Unit(s) to which each is adjacent, The responsibility for Limited Common Elements shall be as set forth in the Declaration and Bylaws.
- 6. All Units, including the Units hereby submitted, shall be allocated one (1) vote in the Unit Owners' Association. Unit Owners, including Owners of the Units hereby submitted, shall have the right to future common profits, and shall be liable for future Common Expenses not specifically assessed, in proportion to their respective voting strengths in the Unit Owners' Association.

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- 7. Each of the terms used in this Amendment shall have the meaning given to such term in the Declaration and Bylaws of
- 8. The provisions of the Declaration, as amended by this Amendment, shall be binding upon and Inure to the benefit of the Declarant, each Owner, and each successive Owner of each Unit in the Condominium a dany other person or entity having or acquiring any interest in any such Unit or other portion of the Condominium.
- 9. Except as modified by this Amendment, the Declarant Declaration.

IN WITHESS WHEREOF, the Declarant has caused this Amendment to be duly executed as of the day of December, 1984,

THE ANDEN GROUP, a California General partnership

By: MIDEN CORPORATION,

James P. Joyce, Vice President

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COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRPAX

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I, Mirel Files, do hereby certify that James P. Joyce, as Vice President of Miden Corporation, a general partner of The Anden Group, personally appeared before me in said jurisdiction and being by me first duly sworn, did depose and say that The Anden Group is a party of the foregoing and annexed Amendment and that the facts sat forth in said Amendment are true and correct; and he acknowledged to me that The Anden Group executed the said Amendment as its free act and deed.

Subscribed and sworn to before me this al day of

Minule & Bounds

My Commission Expires: Ut 3 1997

[Notarial Seal]

WATER'S EDGE, A CONDOMINIUM EXHIBIT C TO DECLARATION PIFTH AMENDMENT

UNIT AND UNIT TYPE	SOUARE FOOTAGE	PERCENTAGE INTEREST
Unit numbered 4-1 Unit Type 106-R	1051	1051/52,229
Unit numbered 4-2 Unit Type 106	1051	1051/52,229
Unit numbered 4-3 Unit Type 105-R	1064	1064/52;229
Unit numbered 4-4 Unit Type 105-LR	1421	1421/52,229
Unit numbered 4-5 Unit Type 105	1064	1064/52,229
Unit numbered 4-6 Unit Type 105-L	1421	1421/52,279
Unit 'numbered 4-7 Unit Type 106-R	1051	1051/52,229
Unit numbered 4-8 Unit Type 106	105]	1051/52,229
Unit numbered 1-1 Unit Type 105-R	1064	1064/52,229
Unit numbered 1-2 Unit Type 105-LR	. 1421	1421/52,229
Unit numbered 1-3 . Unit Type 103	1049	1049/52,220
Unit numbered 1-4 Unit Type 103-L	1380	1380/52,229
Unit numbered 1-5 Unit Type 106-LR	1462	1462/52,229
Unit numbered 1-6 Unit Type 106-R	1108	1108/52,229

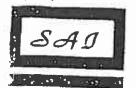
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Unit numbered 2-1 Unit Type 106-R	1051	1051/52,228
Unit numbered 2-2 Unit Type 106-L	1380	1380/52,229
Unit numbered 2-3 Unit Type 105-R	1064	1064/52,229
Unit numbered 2-4 Unit Type 105-LR	1421	1421/52,229
Unit numbered 2-5 Unit Type 105	1064	1064/52,229
Unit numbered 2-6 Unit Type 105-L	1421	1421/52,229
Unit numbered 2-7 Unit Type 106-LR	1380	1380/52,229
Unit numbered 2-8 Unit Type 106	1051	1051/52,229
Unit numbered 3-1 Unit Type 106-R	1051	1051/52,229
Unit numbered 3-2 Unit Type 106-L	1360	1380/52,229
Unit numbered 3-3 Unit Type 103-R	1046	1046/52,229
Unit numbered 3-4 Unit Type 103-LR	1380	1380/52,229
Unit numbered 3-5 Unit Type 103	1046	3046/52,229
Unit numbered 3-6 Unit Type 103-L	1380	1380/52,229
Unit numbered 3-7 Unit Type 106-RL	1380	1380/52,229
Unit numbered 3-8 Unit Type 106-L	1380	1380/52,229

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Unit numbered 6-1 Unit Type 106-R	1108	1108/52,229
Unit numbered 6-2 Unit Type 106	1108	1108/52,229
Unit numbered 6-3 Unit Type 105-R	3064	1064/52,229
Unit numbered 6-4 Unit Type 105-LR	1421	1421/52,229
Unit numbered 6-5 Unit Type 105	1064	1064/52,229
Unit numbered 6-6 Unit Type 105-L	1421	1421/52,229
Unit numbered 6-7 Unit Type 106-R	1108	1108/52,229
Unit numbered 6-8 Unit Type 106	1108	1108/52,229
Unit numbered 9-1 Unit Type 105-R	1064	1064/52,229
Unit numbered 9-2 Unit Type 105-LR	1421	1421/52,229
Unit numbered 9-3 Unit Type 103	1049	1049/52,229
Unit numbered 9-4 Unit Type 103-1	1380	1380/52,229
Unit numbered 9-5 Unit Type 106-L	1380	1380/52,229
TOTAL - 43 Units	52,229	52,229/52,229
		~~1447/02,229

*Percentage Interests are expressed 46 fractions, the numerator of which is the approximate square footage of the Unit and the denominator of which is the approximate square footage of all Units in the Condominium. In the event the Condominium is expand, numerators for each Unit will remain the same but the denominator will increase. All Units are in Fairfax County, Virginia.



Springfield Associates, Onc.

ARCHITECTE

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VESTA SERVICE SHOWS

December 10, 1984

DESCRIPTION OF BUILDING 9 WATER'S EDGE A CONDOMINIUM MASON DISTRICT FAIRFAX COUNTY, VIRGINIA

Beginning at a point in the Additional Land, Water's Edge, said point also being the southeasterly corner of the Land of the Fairfax County Park Authority, and running thence through the Additional Land, Water's Edge 5 44° 58' 43" N, 96.46 feet to a point in the northerly line of Water's Edge,

thence with the said line of Nater's Edge, A Condominium the following courses and distances:

N 34" 46' 09" N, 38.73 feet to a point; N 55° 35' 00" N, 69.34 feet to a point; S 89° 27' 33" N, 88.48 feet to a point; N 54° 24' 34" N, 26.62 feet to a point; N 18° 53' 00" E, 85.00 feet to a point in the aforesaid Additional

Land, Water's Edge;

thence continuing through the land of the said Additional Land, Water's Edge N 34" 36' 55" E, 50.17 feet to a point in the aforesaid land of the Fairfax County Park Authority;

thence with the southerly line of the said land of the Fairfax County Park Authority S 55° 23' 05" L, 244.95 feet to the beginning,

Containing 23,015 square feet or 0,52835 acres.

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ROUSOUTH WASHINGTON STREET FALLS CHURCH WIRDHIN 7704

RECORDER WICEASTER CASE ASSESSED

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FAMFAX COUNTY. VA. PENE THE CA CLERK!

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WARREN E. BARRY, CLERK

By: Odell Invin Deputy Clerk

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ADDITIONAL LAND WATER'S EDGE $C_{i,k}$

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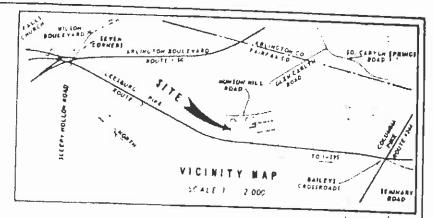
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DENOTES LIMITED COMMON FLEMENTS.
DENOTES GENERAL COMMON ELEMENTS.
UNIT 9-1
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SO. FT.
DENOTES FLOOR AREA
TYPE 100
DENOTES AIR CONDITIONER COMPRESSOR.
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SURVEYOR'S CERTIFICATE
HERI BY CERTIFY THAT THIS CONDOMINUM PLAT IS CORRECT, THAT IT IS A SUBDIVISION OF

#8085-161344 5 4 i, 21 4 FAIRFAX COUNTY PARK AUTHORITY \$ 55 37 05" E 244 95" M 55 35 00 W LAKE r N 54 24 34% W ATER: EEGE A CONCOMINIUM WW. - ちんかいけ CONSTRUCTION SHO ÉEN SUBSTAILTIA AS OF NOVEMBER AREA - 23,015



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 - " B FOR UNITS 9-1 AND 9-3 ALL DECKS CHIMMEYS, AND FLUES.
 " FOR UNITS 9-7 AND 9-4 ALL DECKS AND THEIR SUPPORTING COLUMNS,
 CHIMMEY" AND FLUES
- 2 GENERAL COMMON ELEMENTS ! G C.E. .
 - a FOR UNIT 9 5 EXTERIOR FACINGS ROOFS AND MACKWAYS
- TO FOR UNITS 9-3 THRU9-3, METER CABINET, EXTERIOR FACINGS, ROOFS, STEPS, LANDINGS, AND WALKS.
- . EACH AIR CONDITION COMPRESSOR IS A PART OF THE UNIT THAT IT SERVES.
- CHIMNEYS AND FLUES FOR UNIT 9 STEPART OF THE INDIVIDUAL UNIT
- 5 THE LAND SHOAR HEREON IS LOCATED ON TAX MAP 61-2"03H PARCEL 1,2, 24, 4 AND IS 20NED R-12

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CONDOMINIUM EXPANSION PLAT

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WATER'S EDGE

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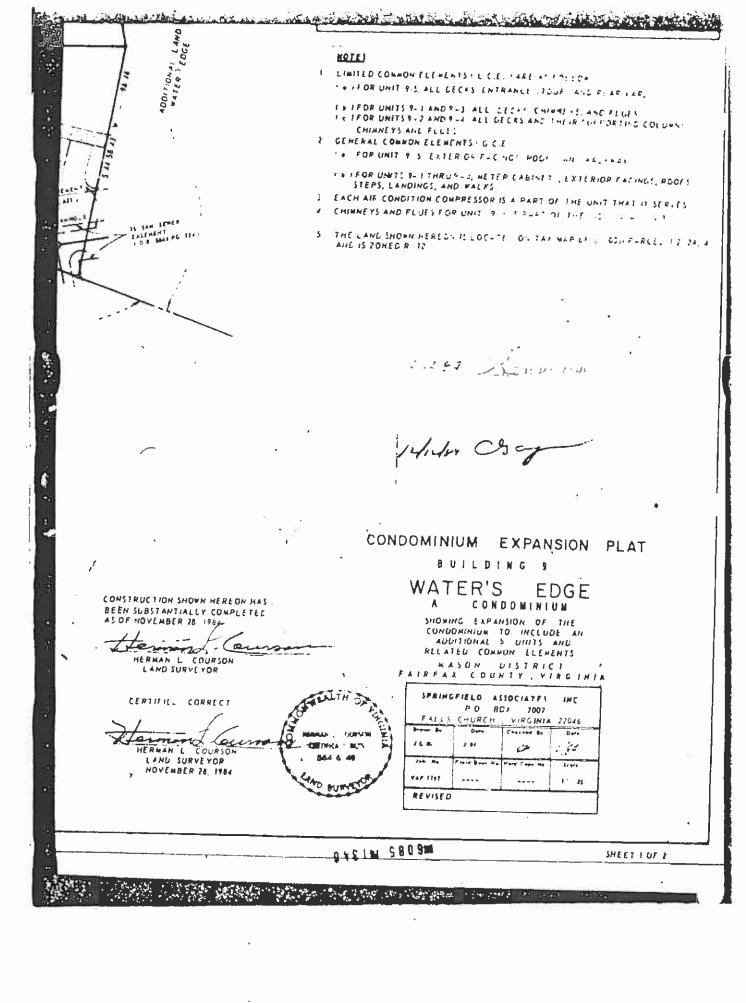
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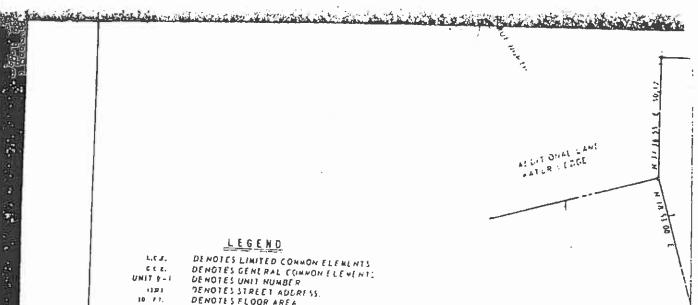
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SURVEYOR'S CERTIFICATE

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I FURTHER CERTIFY THAT COCATION AND DIMENSIONS OF ALL EXISTING IMPROVEMENTS HAVE BLEN CAREFULLY ESTABLISHED BY TRANSIT TAPE SURVEY. AND THAT UNLESS CINERDISE SHOWN THERE ARE NO VISIBLE ENCROACHMENTS

I FURTHER CERTIFY THAT THIS PLAT AND THE WORDING OF THE DECEMENTION AS AMENDED. RECORDED, OR INTENDED TO BE RECORDED CON'E MPORANEOUSLY HEREWITH IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED, AND THAT THE IDENTIFICATION AND LOCATION OF ALL EXISTING IMPROVEMENT AS CONSTRUCTED CAN BE DETERMINED FROM THEM AND THE DIMENSIONE SHOWING THE TOTAL STION OF IMPROVEMEN ARE ACTUAL FIELD MEASUREMENTS HERMAN E COURSON

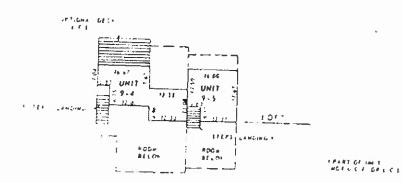
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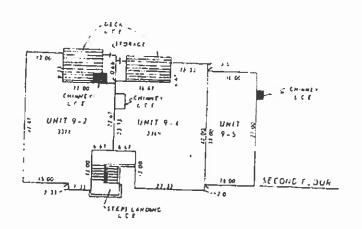
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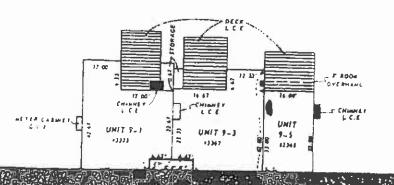
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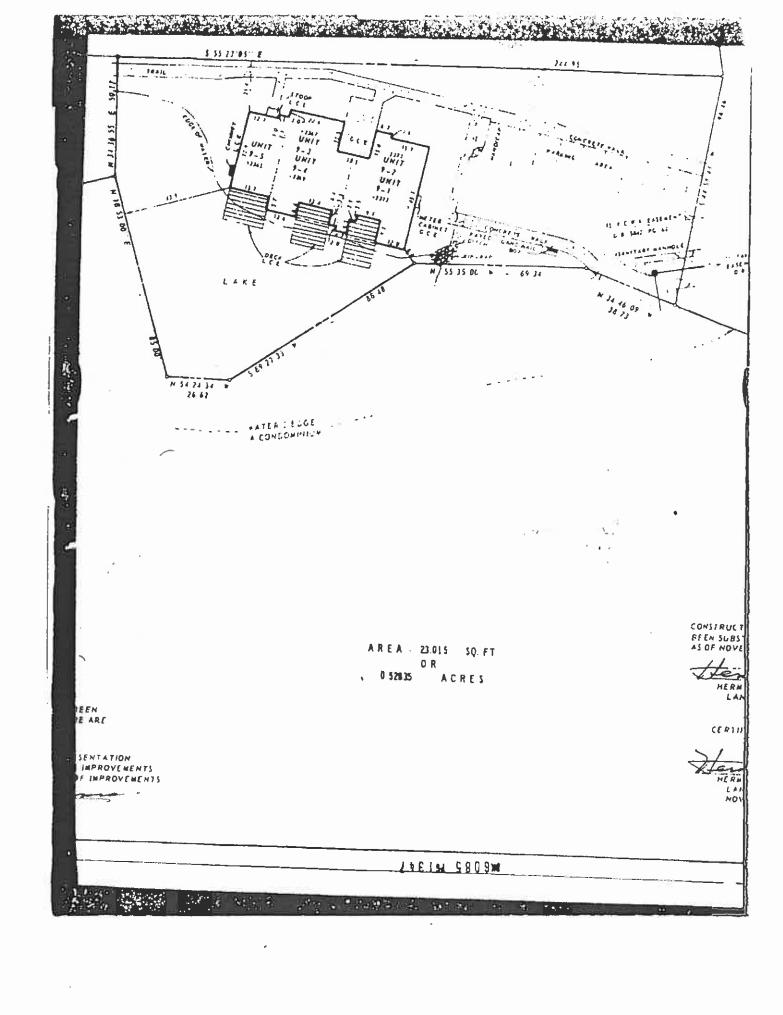


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 ** FOR UNITS 9 7 AND 9-4 ALL DECKS AND THEIR SUPPORTING COLUMNS,
 CHIMNEYS, AND FLUES.

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GENERAL COMMON ELEMENTS! G.C.E.)
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CONDOMINIUM EXPANSION PLAN

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CONDOMINIUM

SHOWING EXPANSION OF THE CONDOMINIUM TO INCLUDE AN ADDITIONAL & UNITS AND

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NEKS, A REGISTERED ENGINEER IN THE IRGINIA, HEREBY CERTIFY THAT THE UNITS EEM SUBSTANTIALLY COMPLETED AS OF

VIVIS UPENIERS

ERS, A REGISTERED ENGINEER IN THE COMMONVEAL TH ERTIFY THAT THIS LOCATION PLAN ACCURATELY EATED AND COMPLIES WITH THE PROVISIONS OF GRAFH (6) OF THE CONDOMINIUM ACT.

MOER MY HAND THIS 2814 DAY

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CONDOMINIUM EXPANSION PLAN
BUILDING +
WATER'S EDGE

CONDOMINIUM

SHOWING EXPANSION OF THE CONDOMINIUM TO INCLUDE AN ADDITIONAL 5 UNITS AND RELATED COMMON ELEMENTS

MASON DISTRICT FAIRFAX COUNTY, VIRGINIA

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OF HOVE HARE NY OF ENIE CIVEN UNDER MY HAND

1. VILIS UPENIEXS, A REGIST OF VIEGINIA, HEREBY CERTIEY THAT SHOWS THE UNITS OELINEATED AND CC SECTION 55-79 58, PARACRAPH 161 OF

Wada Sikin

I, VILIS UPEN'ERS, A REC COMMONNEAL TH OF VIRGINIA, HERE SHOWN HEREON HAS REEN SUBSTAI HOVEWBER 18, 1983

