

Fairfax County Circuit Court CPAN Cover Sheet v2.0

Instruments

DECLARATION

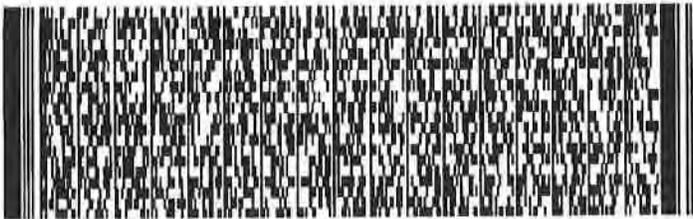
Grantor(s)

THE POND BUILDING LLC_F_N

Grantee(s)

THE POND BUILDING LLC_F_N

Consideration		Consideration %	100
Tax Exemption		Amount Not Taxed	
DEM Number		Tax Map Number	017-4- -14-1A-0004-
Original Book		Original Page	
Title Company	WALKER TITLE LLC	Title Case	
Property Descr.	LOT 4, BLOCK 1A, SEC 902, RESTON		
Certified	No	Copies	0
		Page Range	



230

**DECLARATION OF CONDOMINIUM
OF
The Pond Commercial Condominium Building**

THIS DECLARATION OF CONDOMINIUM, dated as of December 10, 2013, is created by THE POND BUILDING, LLC, a Virginia limited liability company, who, with its successors, are condominium developers of the real estate described in **EXHIBIT A-1**, including the transferee(s) of any "special declarant rights" to the extent provided by the Condominium Act, and is hereinafter referred to as "**Declarant**".

WALKER TITLE LLC
A#
CL

RECITALS:

Declarant is the owner of certain real estate situate in Reston, Fairfax County, Virginia, as more particularly described in **EXHIBIT A-1** hereto (the "**Real Estate**") and desires to create with respect thereto a condominium regime by submitting the Real Estate to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia of 1950, as amended, Va. Code Ann. Sections 55-79.39 *et seq.* (the "**Condominium Act**"). Each reference in the Condominium Instruments to a particular statute of the Condominium Act shall be deemed to be a reference to that statute as in effect on the date of recordation of the instrument, except where the context clearly indicates a contrary intent. This Condominium contains no residential units and is exempt from the registration and marketing requirements set forth in the Condominium Act applicable to residential condominiums.

Declarant has deemed it desirable to establish a means whereby the Unit Owners, acting together, may manage, maintain and improve the Condominium and to that end has or will cause to be formed a Virginia nonstock corporation under the name "The Pond Commercial Condominium Building Condominium Association", hereinafter called the "**Unit Owners Association**."

DECLARATION:

NOW THEREFORE, pursuant to the Condominium Act, Declarant hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth in this Declaration.

**ARTICLE I
DEFINITIONS**

Except as otherwise defined herein, all terms used herein shall have the meanings specified in Section 55-79.41 of the Condominium Act.

Section 1. "**Articles of Incorporation**" means the Articles of Incorporation of the Unit Owners Association, as the same may from time to time be amended.

Registered out of county
Tax # 617-4-14-1A-0004

Section 2. "**Board of Directors**" shall mean the Board of Directors of the Unit Owners Association.

Section 3. "**Bylaws**" shall mean the Bylaws of the Unit Owners Association, as the same may be amended from time to time.

Section 4. "**Common Elements**" shall have the meaning set forth in Va. Code Ann. §55-79.41, including, without limitation, restrooms, hallways, the exterior walls, facade and roofs of the Units, exterior doors and windows, the driveways, drive aisles, parking spaces, walkways, park areas, water features and other green spaces. All Unit Owners shall have non-exclusive use of all of the Common Elements in common with others, unless otherwise specifically provided herein.

Section 5. "**Common Expenses**" shall have the meaning set forth in Va. Code Ann. §55-79.41.

Section 6. "**Condominium**" means the real estate and any incidents thereto or interests therein submitted to the Condominium Act pursuant to the Declaration from time to time.

Section 7. "**Condominium Instruments**" shall mean the documents described as such in Va. Code §55-79.41 together with the Bylaws and Articles of Incorporation, as any of the same may be amended from time to time.

Section 8. "**Condominium Unit**" shall have the meaning set forth in Va. Code Ann. §55-79.41.

Section 9. "**Declarant Control Period**" means the period prior to the earliest of (i) the date on which Units to which seventy-five percent or more of the aggregate Percentage Interests appertain have been conveyed to Unit Owners other than the Declarant; (ii) three (3) years after the date of the first conveyance of a Condominium Unit to a Unit Owner other than the Declarant, with such time period commencing upon settlement of the first Unit to be sold in any portion of the Condominium; or (iii) the date specified by the Declarant in a notice to the Unit Owners Association that the Declarant Control Period is to terminate on that date. The Declarant Control Period may be extended for a period not to exceed fifteen (15) years in accordance with Va. Code Ann. §55-79.74.

Section 10. "**Declaration**" shall mean this instrument, as the same may be amended from time to time.

Section 11. "**Limited Common Elements**" shall have the meaning set forth in Va. Code Ann. §55-79.41, except as otherwise specifically set forth herein, including the Plenum. The restrooms, hallways and other typically common areas on a floor owned by a sole owner shall be Limited Common Elements reserved exclusively for the owner, lessees, and invitees of such floor.

thereby. The Percentage Interests attached as **EXHIBIT B** is a list of all Units, their identifying numbers, and location (all as shown more fully on the Plats and Plans) of each Unit.

Section 18. "**Unit Owner**" shall mean the fee simple owner of record of a Condominium Unit (including Declarant as to Condominium Units owned by Declarant), but excluding those holding title merely as security for the performance of a debt or other obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

ARTICLE II CREATION OF THE CONDOMINIUM

Section 1. The Property. Declarant does hereby submit the Real Estate to the provisions of the Condominium Act with the purpose and intent to create a condominium regime with respect thereto. The name of the Condominium shall be "**The Pond Commercial Condominium Building.**"

Section 2. (a) Except as may be otherwise expressly provided herein, any Unit shall include the items specified as being part of a Unit in Va. Code Ann. §55-79.50. Each Unit Owner shall be responsible for the repair and maintenance of its Unit as provided herein and in the Bylaws, including, but not limited to, the heating, air-conditioning and air-handling equipment serving its Unit (wherever located). Except as otherwise provided herein, if any equipment, chute, flue, duct, conduit, wires, pipes, chases or other apparatus (collectively "**Equipment**") serves one or more but less than all of the Units, it shall be deemed to be a Limited Common Element appurtenant to the Unit(s) that it serves.

(b) To the extent not inconsistent with the Condominium Act, the existing physical boundaries of a Unit, Limited Common Elements or Common Elements (including the physical boundaries of a Unit, Limited Common Element or Common Elements reconstructed in substantial accordance with the original plat and plans thereof) shall prevail over any boundaries expressed in the Condominium Instruments or deed to a Unit, regardless of settling or lateral movement of a building or minor variance between boundaries shown in the Condominium Instruments or deed.

(c) The Condominium shall initially include seven Units on the submitted land and any Common Elements and Limited Common Elements delineated herein (if any) which comprise the balance of the Condominium, as such are more particularly shown on **EXHIBIT A-2** and **EXHIBIT A-3** attached hereto; provided, however, that the maximum number of Units permitted in the Condominium is sixty (60). The foregoing information is set forth herein for purposes of information and to assist in visualization. Except as otherwise expressly provided herein, such contemplated development does not constitute an obligation on the part of any Person, including the Declarant, to complete any such development.

Section 3. Limited Common Elements. Except as may be otherwise expressly provided herein, the items specified in Va. Code Ann. §55-79.50(e) shall be Limited Common Elements appertaining to the Unit or Units that they serve. In addition, if any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, pipes or other apparatus, or any driveways,

awnings, canopies, sidewalks or similar facilities located on the exterior of a Unit, that lie or lies partially within and partially outside 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 shall be a Limited Common Element to those Units, or to the extent such items serve the Common Elements then such portion shall be deemed a Common Element. The interior areas of the buildings that are not within the Unit descriptions, including, but not limited to stairways, hallways, balconies, elevators and restrooms, shall be deemed Common Elements appurtenant to those Units located within such building. Pursuant to §55-79.54(a)(6) and §55-79.57 of the Condominium Act, the Declarant reserves the right to designate Common Elements and to subsequently assign the same as Limited Common Elements serving one or more, but less than all, of the Units.

Section 4. Percentage Interest. Each Unit is allocated an undivided interest in the Common Elements in accordance with that Unit's respective Percentage Interest (which Percentage Interest is shown in EXHIBIT B hereto).

Section 5. The Plat. Attached hereto as EXHIBIT A-2 on the exhibit identified in subsection 2(c) of Article II is a plat of survey (the "Plat") certified by a registered land surveyor in accordance with the provisions of Va. Code Ann. §55-79.58(A). The Plat shows the location and dimension of each building on the land of the Condominium.

Section 6. The Plans. Attached hereto as EXHIBIT A-3 on the exhibit identified in subsection 2(c) of Article II are plans (the "Plans") provided to supplement the information required by Va. Code Ann. §55-79.58(B). The Plans show the location of Units within the building and their dimensions.

Section 7. Bond for Completion. In accordance with Va. Code Ann. §55-79.58.1, Declarant shall file with the Common Interest Community Board a bond for the completion of improvements to the Common Elements not anticipated to be completed prior to the conveyance of the first Unit, which bond shall be released upon completion in accordance with the Plans.

Section 8. Bond for Assessments. In accordance with Va. Code Ann. §55-79.84:1, Declarant shall file with the Common Interest Community Board a bond or letter of credit for assessments. The bond shall be released once the Declarant (A) (i) no longer owns more than ten percent (10%) of the Units or (ii) owns only one (1) unit on a condominium containing less than ten (10) units; and (B) is current in the payment of all assessments on Declarant's Units.

ARTICLE III EASEMENTS AND RESERVED RIGHTS

Section 1. Encroachments. Easements for encroachments are hereby reserved pursuant to Va. Code Ann. §55-79.60.

Section 2. Subjacent and Lateral Support. Each Unit shall have an easement for subjacent and lateral support vis-à-vis the other Units and Common Elements. The Unit Owners

Association shall have a right of access through any Unit in order to gain access to the Common Elements.

Section 3. Utility Meters and Storm Water Facilities. Water and sewer service are currently centrally metered, and the Unit Owners Association may assess as part of Common Expenses each Unit's proportionate share of the cost of any such service, and for the costs of providing such service to the Common Elements, as well as trash disposal, cleaning service (for which Unit Owners may opt out), or other service supplied to all Units, as reasonably determined by the Unit Owners Association from time to time. The Unit Owners Association may also assess as part of the Common Expenses the total cost of providing heat, air conditioning and electricity to the Condominium, as determined based on each Unit Owner's proportionate share of the Condominium's total electric charges. Any individual Unit Owner may for itself elect, and the Unit Owners Association may in its sole discretion require, that a Unit Owner install separate electrical, water, and/or sewer utility meters and apparatus necessary in connection therewith at such Unit Owner's sole expense. In order to properly determine each Unit's actual usage, the Unit Owners Association may, at its option, hire and grant all necessary access to an engineer to estimate usage or to read and maintain any relevant utility meters. The cost of utility service to, and maintenance of, any Limited Common Element shall be allocated to the Unit(s) to which that Limited Common Element appertains. The Unit Owners Association shall also maintain, or pay for the maintenance of, all Common Elements and any on-site or off-site storm drainage and storm water management facilities that are used by the Condominium to manage the Condominium's storm water.

Section 4. No Obligation to Build. Nothing contained in any of the Condominium Instruments shall be deemed to impose upon Declarant any obligation of any nature to build, construct or provide any improvements except to the extent expressly required herein or in the Condominium Act.

Section 5. Escrow and Deposit Refunds. Any monies, whether escrow refunds, fee reimbursements or otherwise, due from adjacent property owners or governmental entities pursuant to improvements constructed in part or in whole by Declarant, shall only be payable to Declarant and shall not be paid to the Unit Owners Association, the Board of Directors or any other Unit Owner.

Section 6. Access Easements. Subject to the terms and conditions set forth in this Section 6 and in Section I of Article V below, each Unit Owner and their agents, employees, tenants and invitees is hereby granted a non-exclusive easement for access to and use of the amenities and grounds, driveways and parking facilities constituting a portion of the Common Elements of the Condominium. Unit Owners and their guests, tenants, employees, agents, visitors and licensees shall not have access to the roof without written consent of the Unit Owners Association. Parking spaces, including spaces for motorcycle or bicycle parking, are available for the use of all Unit Owners and their guests, tenants, employees, agents, visitors and licensees; provided, however, that the Board of Directors, at its sole discretion, may, from time to time, assign or restrict some or all of the parking spaces to particular Units or particular users. Certain parking spaces will be designated for visitor use.

This easement shall be subject to any rules and regulations adopted by the Unit Owners Association from time to time governing the use of such Common Elements.

Section 7. Declarant's Easements. In addition to and not in limitation of the easements otherwise provided for by this Declaration and by the Condominium Act, Declarant reserves each of the following easements for itself and each assignee of its rights herein to the extent such assignment refers to this Section, and the contractors, engineers, architects, subcontractors, agents, employees and professionals of any of them. These easements shall remain until all Units have been conveyed to persons other than the Declarant (including any successor to the special declarant's rights), and Declarant shall have satisfied all of its obligations under any Condominium Instrument and all commitments in favor of any Unit Owner and tenants of Units Owners and the Condominium project has been fully developed:

(a) To use portions of the Common Elements, Limited Common Elements and any Units owned by Declarant, and each assignee of Declarant's rights hereunder, for construction-related purposes including, but not limited to, the storage of tools, machinery, equipment, building materials, supplies, and the performance of work respecting the Condominium.

(b) On, over and under the Common Elements and Limited Common Elements for the purpose of maintaining and correcting drainage of surface, roof or storm water. This easement expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil or to take any other reasonably necessary action.

(c) Through the Units for any access necessary to complete any construction to be performed by Declarant, or to satisfy any warranty obligations of Declarant, if any.

(d) On, over and under the Common Elements and Limited Common Elements for all purposes relating to the construction, development, leasing and sale of Units. This easement shall include, without limitation, the right of vehicular and pedestrian access, ingress and egress, the right to park vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of offices and the erection and maintenance of directional and promotional signs.

Section 8. Declarant's Right to Grant Easements.

(a) Construction; Utilities. The Declarant shall have the right to grant and reserve easements and rights-of-way through, under, over and across the Condominium for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, television reception, cable, internet and any other public or private utilities serving the Condominium. This right shall continue until the Declarant has conveyed to Unit Owners other than the Declarant all of the Units which the Declarant has the right to create on the submitted land.

(b) Access. During the Declarant Control Period, the Declarant reserves the right to grant or reserve easements and rights-of-way through, over and across the Condominium to afford vehicular and pedestrian access through, over and across the Common Elements from and to any public street or road adjoining the Condominium. This right shall continue until the expiration of the Declarant Control Period.

Section 9. Development Plan and Proffer Amendments. If any modification or amendment to the zoning, development plan, site plan or development proffers (collectively, the "Development Approvals") for the Condominium is sought and the signatures of the Unit Owners or the officers of the Units Owners Association are required therefor, then: (i) during the Declarant Control Period, the Declarant (through an authorized representative) and (ii) after the Declarant Control Period, the President of the Unit Owners Association (or other authorized agent designated by the Board of Directors), shall have the irrevocable power to act as attorney-in-fact for the Unit Owners and the Unit Owners Association and to sign all documents required on their behalf. Further, the President of the Unit Owners Association (or other authorized agent designated by the Board of Directors) shall have the irrevocable power to act as attorney-in-fact for the Unit Owners to receive any notices which may be required in connection with any such modification or amendment but must promptly distribute copies of the same to each Unit Owner.

ARTICLE IV

RELOCATION OF UNIT BOUNDARIES; SUBDIVISION; DEVELOPMENT OPTIONS

Section 1. Relocation of Boundaries. Boundaries of adjoining Units may be relocated in accordance with Va. Code Ann. §55-79.69.

Section 2. Subdivision.

(a) During the Declarant Control Period, no Unit may be subdivided by anyone other than the Declarant, unless the Declarant consents in writing to such subdivision. The Declarant shall be permitted, without the consent of the Unit Owners Association, to subdivide any portion of any Unit owned by it by filing appropriate amendments to this Declaration in accordance with Va. Code Ann. §55-79.70.

(b) Upon expiration of the Declarant Control Period, any Unit may be subdivided upon written notice to the Unit Owner's Association, who shall prepare and execute appropriate instruments in accordance with Va. Code Ann. §55-79.70 at the expense of the owner of the Unit requesting the subdivision of such Unit.

Section 3. Convertible Space. The Declarant may designate as convertible space all or any portion of the Condominium. The conversion of such convertible space shall be made pursuant to Section 55-79.62 of the Condominium Act.

Section 4. Special Declarant Rights. Declarant reserves the Special Declarant Rights enumerated in Section 55-79.41 of the Condominium Act.

**ARTICLE V
RESTRICTIONS**

Section 1. Restrictions on Use. Each Unit and the Limited Common Elements and Common Elements shall be occupied and used as follows:

(a) Nothing shall be done or kept in any Unit, Limited Common Element or Common Element which will increase the rate of insurance for the Condominium above that normally applicable to professional, office, or similar uses without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit, the Limited Common Elements or the Common Elements which will result in the cancellation of insurance maintained by the Unit Owners Association on the Condominium or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed in the Common Elements or the Limited Common Elements.

(b) No unlawful use shall be made of the Condominium or any part thereof, and all valid laws, ordinances and regulations of all governmental entities and agencies having jurisdiction thereof shall be observed. No nuisance shall be allowed in any Unit, Limited Common Element or Common Element, and the Board of Directors shall have authority to prohibit any practice which is a source of unreasonable annoyance to other Unit Owners or which unreasonably interferes with the peaceful enjoyment and use of any Unit, Limited Common Element or Common Elements. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction and relating to any portion of the Condominium shall be complied with, by and at the sole expense of the Unit Owner or the Unit Owners Association, whichever shall have the obligation to maintain or repair such portion of the Condominium, and, if the Unit Owners Association, then the cost of such compliance shall be a Common Expense.

(c) No Unit Owner or its tenant shall obstruct any of the Limited Common Elements or Common Elements, nor shall any Unit Owner or its tenant construct or store anything upon any of the Common Elements (except in those areas, if any, designated for storage by the Plans or by the Board of Directors) without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Limited Common Elements or Common Elements except with the prior written consent of the Board of Directors. As a condition to granting its consent for a Unit Owner or its lessee to construct improvements within the Common Elements or Limited Common Elements located above, below or between the Units within a building and solely serving or benefiting such Unit Owner's Unit (the "*Special Unit Improvements*"), the Board of Directors shall require that the Unit Owner (i) provide plans and specifications for the Special Unit Improvements, (ii) agree to repair and maintain the Special Unit Improvements, and (iii) agree to indemnify the Unit Owners Association and the other Unit Owners from any damages or claims arising from the construction, installation and operation of the Special Unit Improvements. This subsection does not reduce or diminish the rights of the Declarant set forth in Article III above. Notwithstanding the foregoing, as part of the original construction of the Condominium, the Declarant reserves the right to assign Common Elements located in the Condominium as Limited Common Elements serving one or more (but less than all) of the Units and to permit the construction of Special Unit Improvements within the Limited

Common Elements for the exclusive benefit of such Unit(s) without the approval of the Board of Directors. Thereinafter, the construction by a Unit Owner of any of Special Unit Improvements shall be in accordance with the provisions of this Article V, Section 1(c).

(d) No Unit may be used for any "sexually oriented business," as that term is commonly understood or defined in any applicable law, code, or ordinance. Such restriction bars the use of any Unit as, among other things, an adult entertainment nightclub or a pornographic book store. Further, no Unit shall be used for any residential use.

(e) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units.

(f) A Unit Owner shall have the right to lease his Unit, however no use of a Unit shall violate any applicable County, State or Federal laws, including the applicable County zoning ordinance, as amended by the proffered conditions applicable to the Condominium, if any. Any zoning requests including Special Exception requests shall require the approval of the Board of Directors.

(g) Without the prior written consent of the Board of Directors, except for replacements of any original construction and except as specifically permitted by Federal law including the Telecommunications Act of 1996, no Unit Owner shall install, in such a fashion that it protrudes from, through or above any roof, ceiling, floor, railing, balcony, wall or window, any electrical or telephone wire, pipe, conduit, hose, television or communication antenna, furniture, umbrella, air conditioning unit, awning or other machine, device or improvement upon any Unit or any portion of the Limited Common Elements or the Common Elements.

(h) No Unit, Limited Common Element or Common Element shall be occupied or used in a manner that is contrary to the terms and conditions of the Condominium Instruments or which violates any applicable County, State or Federal laws, including the applicable County zoning ordinance, as amended by the proffered conditions applicable to the Condominium, if any.

Section 2. Rules and Regulations. Each Unit, the Limited Common Elements and the Common Elements shall be occupied and used in compliance with such Rules and Regulations as may be promulgated and adopted by the Declarant and amended from time to time by the Board of Directors. The Board of Directors shall furnish each Unit Owner a copy of the Rules and Regulations and any amendments thereto.

ARTICLE VI TERMINATION

Termination of the Condominium shall be in accordance with Va. Code Ann. §55-79.72:1, as such section is applicable to non-residential condominiums; provided however, that termination shall not occur without (i) the agreement of Unit Owners representing 60% of the

Percentage Interests in the Unit Owner's Association, and (ii) the consent of such Mortgagees as is required under the Bylaws for termination.

**ARTICLE VII
UNIT OWNERS ASSOCIATION**

Section 1. Condominium Instruments. Attached hereto as EXHIBITS C AND D, respectively, are the Articles of Incorporation and Bylaws of the Unit Owners Association, both of which instruments constitute part of the Condominium Instruments. The Articles of Incorporation have been filed with the State Corporation Commission of Virginia. Any amendments to the Articles of Incorporation will likewise be filed with the State Corporation Commission of Virginia but not necessarily among the land records where the Declaration is recorded.

Section 2. Executive Organ. The Board of Directors shall constitute the "*executive organ*" (as defined in the Condominium Act at §55-79.41) of the Unit Owners Association.

Section 3. Membership. All Unit Owners shall be members of the Unit Owners Association during and only during the period of their ownership of a Unit and shall have the voting interest set forth in the Articles of Incorporation. All Unit Owners and their tenants shall abide by and comply with the Articles of Incorporation and Bylaws of the Unit Owners Association and such Rules and Regulations as are from time to time adopted by the Board of Directors.

Section 4. Common Expenses. The establishment, collection and liability for Common Expenses shall be as set forth herein and in the Bylaws.

Section 5. Declarant's Exemption from Assessments and Special Assessments for Common Expenses. Any provision hereof to the contrary notwithstanding, Units owned by the Declarant shall not at any time be subject to any annual assessments, special assessments, fees or other charges levied by the Unit Owners Association, and the Declarant shall have no obligation to pay any such annual assessments, special assessments, fees, or charges. Units formerly owned by the Declarant shall cease to be exempt from such annual assessments, special assessments, fees, and charges upon transfer or conveyance of any such Unit from the Declarant to any other Unit Owner. In the event that any Unit owned by Declarant is occupied by a tenant, Declarant shall provide sufficient funds to the Unit Owners Association to cover the costs of providing services to the Declarant-owned, tenant-occupied Unit(s).

**ARTICLE VIII
RIGHT TO SELL OR LEASE UNITS**

Section 1. Ownership by Declarant. The Declarant shall own, in fee simple, each Condominium Unit to which title is not conveyed or otherwise transferred to another Person. The Declarant retains the right to enter into leases with any Person for the occupancy of Units owned by the Declarant.

Section 2. Escrow of deposits in conjunction with sale. Any deposit made in regard to any disposition of a unit, including a nonbinding reservation agreement, shall be held in escrow until delivered at settlement. Such escrow funds shall be deposited in a separate account designated for this purpose which is federally insured and located in Virginia; except where such deposits are being held by a real estate broker or attorney licensed under the laws of this Commonwealth such funds may be placed in that broker's or attorney's regular escrow account and need not be placed in a separate designated account. Such escrow funds shall not be subject to attachment by the creditors of either the purchaser or the Declarant.

ARTICLE IX MISCELLANEOUS

Section 1. Amendments. Except as otherwise provided herein, this Declaration, the Articles of Incorporation and the Bylaws may only be amended in accordance with §55-79.71 of the Condominium Act, as such section applies to non-residential condominiums. Amendments of this Declaration, the Bylaws or the Articles of Incorporation, other than those (i) terminating the Condominium, (ii) requiring a higher percentage vote of Unit Owners, or (iii) permitted under §55-79.71F of the Condominium Act, shall require the agreement of Unit Owners of Units to which 51% of the Percentage Interests in the Unit Owners Association appertain; provided, however, that no amendment shall be approved during the Declarant Control Period without the written consent of the Declarant. The Condominium Instruments contain provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by Mortgages. Accordingly, no amendment or modification of the Condominium Instruments that materially and adversely impairs or affects the rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of such Mortgagee. Such consent shall be deemed given if the Mortgagee has been given written notice and the Mortgagee fails to respond in writing within ten (10) days of the mailing of such notice to the Mortgagee.

Section 2. Construction. Invalidation of any one of these covenants or restrictions herein or in the other Condominium Instruments shall in no way affect any other provisions hereof, which other provisions shall remain in full force and effect. All of these Condominium Instruments are intended to comply with all of the applicable provisions of the Condominium Act and shall be so interpreted and applied. The failure to comply strictly with the time periods required by the Condominium Instruments, unless also required by the Condominium Act, shall not invalidate any action of the Board of Director or the Unit Owners Association in the absence of a written objection by the Declarant, a Unit Owner or a Mortgagee within ten (10) days after the failure to comply.

Section 3. Binding. The provisions hereof shall be binding upon and inure to the benefit of Declarant and the Unit Owners and the Unit Owners Association and their respective heirs, legal representatives, tenants, successors and assigns, and, in the event of the failure of any Unit Owner to comply with the provisions of the Condominium Instruments, the same shall give rise to a cause of action in the Unit Owners Association or any aggrieved Unit Owner for the recovery of damages or for injunctive relief, or both, and the right to recover costs of seeking

such recovery or relief. In any litigation the prevailing party shall be awarded reasonable attorney fees.

Section 4. Gender. All pronouns shall be construed to be of such number and gender as the context may require. All headings are used for convenience of reference only and shall not be construed so as to affect the construction of this instrument.

Section 5. Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision.

Section 6. Exhibits. The Exhibits hereto consist of the following:

Section 7. Additional Density. Current law permits additional square footage to be built on the Real Estate. All rights to this square footage belong to the Declarant and its successors and assigns. This is Convertible Land as defined in Section 59 – 79.41 of the Condominium Act.

Exhibit List

- EXHIBIT A-1:** Description of the Land Comprising the Condominium
- EXHIBIT A-2:** Plat
- EXHIBIT A-3:** Plans
- EXHIBIT B:** Percentage Interests
- EXHIBIT C:** Articles of Incorporation
- EXHIBIT D:** Bylaws

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

THE POND BUILDING, LLC, a
Virginia limited liability company

By: 
William H. Lauer, Manager

COMMONWEALTH OF VIRGINIA:

~~CITY~~COUNTY OF Fairfax :

The foregoing instrument was acknowledged before me this 12th day of December, 2013, by William H. Lauer, as Manager of The Pond Building, LLC, a Virginia limited liability company, on behalf of the limited liability company.

My commission expires: 7/30/2013
My registration: 7249990




Notary Public

EXHIBIT **A**

PERCENTAGE INTEREST TABLE

Unit No.	Size (Net)	Size (Gross)	Percentage Interest
UNIT 100	4,210	5,321	11.20%
UNIT 110	4,335	5,479	11.54%
UNIT 200	9,898	12,286	25.87%
UNIT 300	5,070	6,408	13.49%
UNIT 310	2,913	2,772	5.84%
UNIT 320	2,269	2,868	6.04%
UNIT 400	10,219	12,359	26.02%
TOTAL	38,194	47,493	100%

Notes:

- (1) The identifying number for each condominium unit consists of the tenant unit number as set forth above. The identifying number is a sufficient legal description of the condominium Unit for all purposes when set forth together with the name of the Condominium, the name of the jurisdiction in which the Condominium is situated and the deed book and page number where the first page of the Declaration is recorded (along with any amendments thereto)
- (2) Percentage Interest per Unit has been determined by taking the ratio of the net size of each Unit to the total net size of all Units in the Condominium. The calculation of Percentage Interests has been rounded. The Percentage Interest shown for each Unit is subject to change if Declarant or the Board of Directors, at the request of any Unit Owner, changes the Percentage Interests allocated to a Unit pursuant to the procedures set forth in section 55-79.69 or 55-79.70 of the Condominium Act as permitted by the Bylaws of the Condominium.
- (3) The Percentage Interest also is the percentage appurtenant to each Unit for common expense liability and voting.

201 15

Exhibit 10

ARTICLES OF INCORPORATION
OF
POND COMMERCIAL CONDOMINIUM BUILDING
CONDOMINIUM ASSOCIATION

ARTICLE I - NAME

The name of the corporation is **Pond Commercial Condominium Building Condominium Association**, hereafter called the "*Corporation*" or the "*Unit Owners Association*".

ARTICLE II - PURPOSES

The Unit Owners Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the management, maintenance and care of the real estate known as "Pond Commercial Condominium Building", located in Fairfax County, Virginia, as more particularly described in the Declaration of Condominium of Pond Commercial Condominium Building, recorded, or to be recorded, in the Clerk's Office of the Circuit Court of Fairfax County, Virginia, as the same may from time to time be amended (the "*Declaration*"), and to provide a means whereby the Unit Owners, acting together, may provide for the management, maintenance and care of the Condominium, and for this purpose to: (a) enforce the Declaration and Bylaws and exercise all of the powers and privileges and perform all of the duties and obligations of the Unit Owners Association; (b) fix, levy, collect and enforce payment by any lawful means of, all charges or assessments pursuant to the Declaration and Bylaws; (c) pay all Common Expenses of the Condominium; (d) subject to the Declaration and the Bylaws, acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Unit Owners Association; and (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Virginia Nonstock Corporation Act may by law now or hereafter have or exercise.

ARTICLE III - DEFINITIONS

Except as expressly defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Declaration or in the Bylaws of this Corporation.

ARTICLE IV - MEMBERSHIP

Every Unit Owner shall be a member of this Unit Owners Association. Upon conveyance of fee simple title to any Unit to a purchasing Unit Owner, the purchasing Unit Owner shall become a member of this Unit Owners Association and the membership of the selling Unit Owner shall terminate.

25 10

ARTICLE V - VOTING RIGHTS

Each Unit Owner shall have a vote in proportion to such Unit Owner's respective Percentage Interest in the Condominium.

ARTICLE VI - REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Unit Owners Association, which is located in the County of Fairfax, Virginia, is c/o Tetra Partnerships, 11450 Baron Cameron Avenue, Reston, Virginia, 20190. The initial registered agent of the Unit Owners Association is William H. Lauer, who is a resident of Virginia and a Director of the Unit Owners Association, whose business office is identical with the registered office.

ARTICLE VII - BOARD OF DIRECTORS

A. The number of directors constituting the Board of Directors is three (3), and the names and addresses are:

William H. Lauer
c/o Tetra Partnerships
11450 Baron Cameron Avenue
Reston, VA 20190

Kim Lauer
c/o Tetra Partnerships
11450 Baron Cameron Avenue
Reston, VA 20190

William A. Lauer
c/o Tetra Partnerships
11450 Baron Cameron Avenue
Reston, VA 20190

B. At the first meeting of the Unit Owners Association after the expiration of the Declarant Control Period, directors shall be elected by the members of the Unit Owners Association by a majority vote, with each Unit Owner being able to cast, for each vacancy, as many votes as they are entitled to exercise. The members of the Board of Directors so designated shall hold office until the next annual meeting of the Unit Owners Association. Thereafter, designated directors shall hold office until the next annual meeting succeeding their designation. The Unit Owners may remove a director appointed by the Unit Owners at any time.

C. Vacancies in the Board of Directors caused by any reason shall be filled by the remaining directors promptly after the occurrence of such vacancy. Each person so designated shall be a member of the Board of Directors until the next meeting of the Unit Owners Association at which directors are elected.

ARTICLE VIII - INDEMNIFICATION

A. Definitions. For purposes of this Article the following definitions shall apply:

"Corporation" means this Corporation only and no predecessor entity or other legal entity.

"Expenses" include counsel fees, expert witness fees, and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification.

"Liability" means the obligation to pay a judgment, settlement, penalty, fine, or other such obligation, including, without limitation, any excise tax assessed with respect to an employee benefit plan.

"Legal entity" means a corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

"Predecessor entity" means a legal entity the existence of which ceased upon its acquisition by the Corporation in a merger or otherwise.

"Proceeding" means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

B. Limitation on Liability. In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or its members, the directors and officers of this Corporation shall not be liable to the Corporation or its Members.

C. Indemnification of Directors and Officers. The Corporation shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Corporation or by or on behalf of its Members) because such individual is or was a director or officer of the Corporation or because such individual is or was serving the Corporation, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual's gross negligence or willful misconduct or knowing violation of law. Service as a director or officer of a legal entity controlled by the Corporation shall be deemed service at the request of the Corporation. The determination that indemnification under this Section C is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided in Section D of this Article; provided, however, that if a majority of the directors of the Corporation has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made

that indemnification is not permissible, the Corporation shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such director or officer to repay the same if it is ultimately determined that such director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The Corporation is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided in this Section C.

D. Indemnification of Others. The Corporation may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its directors and officers pursuant to Section C, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents, and any person serving any other legal entity in any capacity at the request of the Corporation, and may contract in advance to do so. The determination that indemnification under this Section D is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors in its reasonable discretion, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under Section C of this Article shall be limited by the provisions of this Section D.

E. Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Special legal counsel selected to make determinations under this Article may be counsel for the Corporation. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Corporation and indemnification under policies of insurance purchased and maintained by the Corporation or others. However, no person shall be entitled to indemnification by the Corporation to the extent such person is indemnified by another, including an insurer. The Corporation is authorized to purchase and maintain insurance against any liability it may have under this Article or to protect any of the persons named above against any liability arising from their request of the Corporation regardless of the Corporation's power to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the Corporation from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

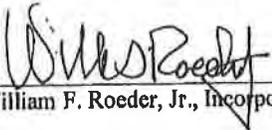
F. Amendments. No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

G. Sovereign Immunity. Nothing herein shall be deemed to waive any defense of sovereign immunity or other defense that may be available to any officer or director of the Corporation.

ARTICLE IX - AMENDMENT

Subject to paragraph F of Article VIII hereof, these Articles of Incorporation may be amended as set forth in the Declaration.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the Commonwealth of Virginia, I, the undersigned incorporator, have executed these Articles of Incorporation this 10th day of December, 2011.



William F. Roeder, Jr., Incorporator

EA 20

EXHIBIT D

BYLAWS OF

**POND COMMERCIAL CONDOMINIUM BUILDING CONDOMINIUM
ASSOCIATION (hereinafter "the Unit Owners Association")**

ARTICLE I

Plan of Unit Ownership

Section 1. Applicability. These Bylaws provide for the governance of the Condominium pursuant to the requirements of the Condominium Act. The Condominium, located in Fairfax County, Virginia and more particularly described in the Declaration, has been submitted to the provisions of the Condominium Act by recordation of the Declaration among the land records of Fairfax County, Virginia.

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

Section 3. Office. The principal office of the Unit Owners Association shall be located at 11450 Baron Cameron Ave., Reston, VA 20191 or at such other place as may be designated from time to time by the Board of Directors.

Section 4. Interpretation. Terms used herein without definition shall have the meanings specified for such terms in Section 55-79.41 of the Virginia Condominium Act. Definitions, terms and other interpretive provisions set forth in Article 1 of the Declaration of Condominium of The Pond Commercial Condominium Building ("Declaration") are equally applicable to these Bylaws.

ARTICLE II

Unit Owners Association

Section 1. Composition. The Unit Owners Association shall have as members all of the Unit Owners acting as a group in accordance with the Condominium Act pursuant to the Condominium Instruments. The Unit Owners Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Unit Owners Association by the Condominium Act and the Condominium Instruments. Except as to those matters that the Condominium Act specifically requires to be decided by the vote of the Unit Owners Association, the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth in Article III of these Bylaws.

Section 2. Annual Meetings. The annual meeting of the Unit Owners Association shall be held on weekdays (other than legal holidays) at least forty-five (45) days before the beginning of each fiscal year. The first meeting of the Unit Owners Association shall be held within (a)

one year of recordation of this Declaration, or (b) sixty (60) days of the expiration of the Declarant Control Period, whichever occurs first. At the first annual meeting after the expiration of the Declarant Control Period, the Board of Directors shall be elected by the Unit Owners in accordance with the Articles of Incorporation. Thereafter, the annual meetings of the Unit Owners Association shall be held each year on a date selected by the Board of Directors and timed to coincide with the requirement to elect member(s) of the Board of Directors. All meetings of the Unit Owners Association shall be held in compliance with Section 55-79.75 of the Virginia Condominium Act.

Section 3. Place and Conduct of Meetings. Meetings of the Unit Owners Association shall be held at the principal office of the Unit Owners Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors. The President shall preside over all meetings of the Unit Owners Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 4. Special Meetings. The President shall call a special meeting of the Unit Owners Association (a) if so directed by resolution of the Board of Directors, (b) after the Declarant Control Period, upon a petition signed and presented to the Secretary by Unit Owners representing not less than twenty-five percent (25%) of the total Percentage Interests of all of the Condominium Units, or (c) during the Declarant Control Period, upon request of the Declarant. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. The Secretary shall mail or send by electronic mail to each Unit Owner a notice of each annual or regularly scheduled meeting of the Unit Owners Association at least twenty-one (21) but not more than sixty (60) days before such meeting, stating the time and place thereof. Notice of any other meeting shall be sent at least ten (10) but not more than sixty (60) days before such meeting, stating the time, place and the purpose thereof. Notwithstanding the foregoing, notice of any meeting at which there shall be voted upon any amendment to the Articles of Incorporation, a plan of merger, a proposed sale of assets pursuant to Va. Code Ann. Section 13.1-900 or the dissolution of the Unit Owners Association shall be given as required by Va. Code Ann. Section 13.1-842. The mailing of a notice of meeting in the manner provided in this Section and Section 1 of Article XI of these Bylaws or by electronic mail shall be considered service of notice.

Section 6. Adjournment of Meetings. If at any meeting of the Unit Owners Association a quorum is not present, Unit Owners holding a majority of the Percentage Interests who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours after the time the original meeting was called.

Section 7. Title to Units. Title to a Condominium Unit may be taken in the name of one or more Persons in any manner permitted by law. Subject to Section 2 of Article III hereof, the Unit Owners Association may acquire, hold and transfer title to one or more Condominium Units in its own name.

Section 8. Voting. Voting at all meetings of the Unit Owners Association shall be on a Percentage Interest basis and the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to his Unit. Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote appurtenant to such Unit shall be the Person named in a certificate executed by all of the Unit Owners of such Unit and filed with the Secretary or, in the absence of such Person from the meeting, the Person who shall be entitled to cast the vote appurtenant to such Unit shall be the Person owning such Unit who is present. If more than one Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement pursuant to Section 55-79.77(c) of the Condominium Act. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of Section 55-79.77 of the Condominium Act, wherever the approval or disapproval of a Unit Owner is required by the Condominium Act or the Condominium Instruments, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Unit Owners Association. Except where a greater number is required by the Condominium Act or the Condominium Instruments, the Unit Owners of more than 40% of the aggregate Percentage Interests voting in person or by proxy at one time at a duly convened meeting at which a quorum is present ("**Majority of the Unit Owners**") is required to render a decision of the Unit Owners at any meeting of the Unit Owners Association. Any specified percentage of the Unit Owners means the Unit Owners owning such Percentage Interests in the aggregate. If Declarant owns or holds title to one or more Units, Declarant shall have the right at any meeting of the Unit Owners Association to cast the votes to which such Unit or Units are entitled.

Section 9. Proxies. A vote may be cast in person or by proxy. Proxies shall be duly executed in writing by one with authority to execute deeds pursuant to the requirements of Section 55-79.77(d) of the Condominium Act (including, without limitation, the requirement that the proxy be dated and witnessed by a person signing his name thereto) and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt of notice of revocation by the person presiding over the meeting from any of the Persons owning such Unit. Except with respect to proxies in favor of a Mortgagee, no proxy shall in any event be valid for a period in excess of eleven months after the execution thereof and, in any event, any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy or any recess or adjournment of that meeting.

Section 10. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners of thirty percent (30%) of the aggregate Percentage Interests shall constitute a quorum at all meetings of the Unit Owners Association.

Section 11. Order of Business. The order of business at all meetings of the Unit Owners Association shall be as follows: (a) roll call (proof of quorum), (b) proof of notice of meeting, (c) reading of minutes of preceding meeting, (d) reports of officers, (e) report of Board of Directors, (f) reports of committees, (g) election of directors (when so required), (h) unfinished business, and (i) new business. Voting shall be by written secret ballot when requested by a party eligible to vote on a given issue.

Section 12. Annual Report. Upon termination of the Declarant Control Period, the Unit Owners Association shall file an annual report and fixed fee in accordance with Section 55.79.93:1 of the Condominium Act.

ARTICLE III
Board of Directors

Section 1. Board of Directors. The affairs of the Unit Owners Association shall be managed under the direction of its Board of Directors.

Section 2. Designated Directors. During the Declarant Control Period, the Declarant shall be entitled to designate directors not elected pursuant to Article II, Section 8 hereof. The initial Board of Directors shall consist of not fewer than three (3) and not more than five (5) persons, all of whom shall be designated by the Declarant. The term of office of at least two (2) of the Directors shall expire at the first annual meeting after the special meeting held pursuant to Article II, Section 4 hereof following the Declarant Control Period. The term of office of up to three (3) additional directors shall expire at the second annual meeting after the special meeting held pursuant to Article II, Section 4, following the Declarant Control Period. The term of each designee shall be fixed by the Declarant.

Section 3. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are by the Condominium Act or the Condominium Instruments required to be exercised and done by the Unit Owners Association. The Board of Directors shall have the power to designate those officers authorized to provide statements and waivers to Unit Owners as may be desirable or required pursuant to the Condominium Act and to establish the fees to be charged therefor so long as the same do not exceed the maximum amounts set forth in the Condominium Act, including without limitation Sections 55-79.84, 55-79.85 and 55-79.97 thereof. The Board of Directors may delegate to one of its members or to a Person employed for such purpose the authority to act on behalf of the Board of Directors on such matters relating to the duties of the Managing Agent (as defined in Section 4 of this Article), if any, which may arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Unit Owners Association that may hereafter be adopted, the Board of Directors shall on behalf of the Unit Owners Association:

(a) Prepare and disseminate an annual budget in which there shall be established the assessments of each Unit Owner with respect to the Common Expenses, which assessment shall be in proportion to such Unit Owner's Percentage Interest, except for Common Expenses incurred for Limited Common Elements and other expenses separately assessed to Unit Owner's pursuant to their proportionate share of such Limited Common Elements as determined herein.

(b) Make assessments against Unit Owners to defray the costs and expenses of the Condominium and determine when the same shall commence as to all Units, establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payments of the annual assessment for Common Expenses. Unless otherwise determined by the Board of Directors, the annual assessment against each Unit Owner

for Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for such month.

(c) Provide for the operation, care, upkeep, maintenance and servicing of the Common Elements of the Condominium, including Limited Common Elements, except to the extent provided in Article V, subsection 5(b) herein.

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

(e) Collect the assessments from the Unit Owners (including the collection of funds from the Declarant pursuant to the Declaration), deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the purposes of the Unit Owners Association.

(f) Enact and amend Rules and Regulations from time to time for the use, occupancy and operation of the Units and Common Elements; provided however, that no such Rules and Regulations so adopted shall be in conflict with the Condominium Act or the Condominium Instruments; and provided further that no such Rules and Regulations shall bind or be construed so as to materially and adversely impair in any manner the lien of any mortgage or deed of trust with respect to any Condominium Unit (or the leasehold interest therein).

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

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

(i) Enforce by legal means the provisions of the Condominium Instruments and the Rules and Regulations.

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

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

(l) Keep books with detailed accounts in chronological order of the Unit Owners Association's receipts and expenditures affecting the Condominium and the administration of the Condominium, specifying the expenses of maintenance and repair of the Common Elements and

346
25

any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting principles consistently applied (but may be on the cash method of accounting). The records shall be open for inspection by any Unit Owner in accordance with Section 55-79.74:1 of the Condominium Act, and the Unit Owner's Association may collect a charge for copies thereof in accordance with a cost schedule adopted by the Board of Directors.

Upon receipt of such payment as may be established by the Board of Directors in compliance with Section 55-79.97 of the Condominium Act, furnish the statement required by Section 55-79.97 of the Condominium Act within ten (10) days after the receipt of a written request therefor from any Unit Owner.

(m) Acquire, hold and dispose of any Condominium Unit and mortgage the same if such expenditures and mortgage are included in the budget adopted by the Unit Owners Association or authorized by a majority of the Unit Owners.

(n) Do such other things and acts not inconsistent with the Condominium Act and the Condominium Instruments which the Board of Directors may be authorized to do under the Condominium Act or Condominium Instruments or by a resolution of the Unit Owners Association.

(o) Grant permits, licenses and easements under, through and over the Common Elements for drainage, utilities, roads and access and other purposes.

(p) Execute and deliver any documents required by Declarant or its assigns in order to rezone or otherwise take action to address the zoning of the Property and convey any excess density in existence presently or created in the future to any third party.

(q) Lease, license, or otherwise grant usage rights to the Common Elements, including but not limited to the parking spaces that are located in the garage.

(r) Assess fees and charges to provide compensation to the Unit Owners Association from Unit Owners whose uses and business operations require more service than other Unit Owners and which impose additional demands on the operations and facilities of the Condominium. Such charges, as reasonably determined by the Board of Directors and in accordance with applicable law, shall more equitably allocate such burdens and expense amongst the Unit Owners creating such expenses and burdens on the Condominium.

Section 4. Managing Agent. The Board of Directors may employ for the Condominium a "Managing Agent" at a compensation to be established by the Board of Directors. A fidelity bond providing for the coverage required by Article VI and naming the Unit Owners Association as an additional obligee shall cover any Managing Agent who handles funds for the Unit Owners Association.

(a) Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, which may include but are not limited to the duties listed in paragraphs (a), (c), (d), (e), (h), (i), (j), (k), (l), (n), (p), and (q) of Section 2 of this Article III.

The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (b), (f), (g), (m) and (o) of Section 3 of this Article III. The Managing Agent may perform the obligations, duties and services relating to management of the Condominium, the rights of Mortgagees and make recommendations concerning the maintenance of reserve funds in compliance with the provisions of these Bylaws.

(b) Standards. The Board of Directors may impose appropriate standards of performance upon the Managing Agent. Unless the Managing Agent is instructed otherwise by the Board of Directors:

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

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

(3) a yearly financial report shall be prepared for the Unit Owners Association disclosing:

(A) all income and disbursement activity for the preceding quarter;

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

(C) any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding either the operating reserve or ten percent (10%) of a major budget category.

(c) Limitations. Subject to the provisions of Section 55-79.74(b) of the Condominium Act, the Board of Directors may employ a Managing Agent for a term not to exceed two years. Any contract with the Managing Agent must provide that it may be terminated (without payment of a termination fee) with cause on no more than sixty (60) days written notice and without cause on no more than ninety (90) days written notice. The foregoing shall not be deemed to prohibit renewals of the contract in accordance with the Condominium Act and the provisions hereof.

(d) Liaison. The Board of Directors may designate one of its members as liaison officer who shall be authorized to instruct and deal with the Managing Agent on any matter relating to the Condominium.

Section 5. Designation and Term of Office. The designation and term of office of members of the Board of Directors shall be as set forth in the Articles of Incorporation. Election of members of the Board of Directors shall be by vote of Majority of the Unit Owners.

Section 6. Removal or Resignation of Members of the Board of Directors. Removal and resignation of directors shall be as set forth in the Articles of Incorporation. Removal of a member of the Board of Directors shall be by vote of a Majority of the Unit Owners.

Section 7. Vacancies. Vacancies in the Board of Directors shall be filled in the manner specified by the Articles of Incorporation.

Section 8. Organization Meeting. The first meeting of the Board of Directors following the expiration of the Declarant Control Period and the Unit Owners Association meeting at which directors are elected shall be held within thirty (30) days from such election, at such time and place as shall be fixed by the Unit Owners Association upon making such election. No notice shall be necessary to the newly elected members of the Board of Directors in order to constitute such meeting legally, provided that a quorum of the Board of Directors shall be present.

Section 9. Regular Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, by mail, electronic mail or facsimile, at least three business days before the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each director, given by mail, electronic mail, facsimile or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and with like notice on the written request of at least two (2) directors.

Section 11. Waiver of Notice. Any director may at any time, in writing signed by such director, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Except in the circumstances described in Va. Code Ann. Section 13.1-867B, attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors except where otherwise expressly provided. If at any meeting of the Board of Directors there shall be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

30 26

Section 13. Compensation. No director shall receive any compensation from the Unit Owners Association for acting as such; however, any director may be reimbursed for actual expenses incurred.

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

Section 15. Action Electronically. The Board of Directors may establish rules permitting meetings by telephone and other electronic means.

ARTICLE IV **Officers**

Section 1. Designation. The principal officers of the Unit Owners Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a member of the Board of Directors. Any other officer may, but need not, be a member of the Board of Directors.

Section 2. Election of Officers. The officers of the Unit Owners Association shall be elected by the Board of Directors at the initial organizational meeting of the Board of Directors. Thereafter, officers shall be elected annually by majority vote of the Board of Directors.

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

Section 4. President. The President shall be the chief executive officer of the Unit Owners Association, preside at all meetings of the Unit Owners Association and of the Board of Directors and have all of the powers and duties which are incident to the office of president of a corporation organized under the Virginia Nonstock Corporation Act.

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

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners Association and of the Board of Directors, have charge of such books and papers as the

Board of Directors may direct, maintain a register setting forth the place to which all notices to Unit Owners and Mortgagees shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the Virginia Nonstock Corporation Act.

Section 7. Treasurer. The Treasurer shall have the responsibility for Unit Owners Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuables in the name of the Unit Owners Association in such depositories as may from time to time be designated by the Board of Directors and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the Virginia Nonstock Corporation Act.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Unit Owners Association for acting as such; however, any officer may be reimbursed for actual expenses incurred by such officer in the course of performing their duties.

Section 9. Execution of Documents. Unless otherwise provided in the resolution of the Board of Directors: (i) all agreements, contracts, deeds, leases, checks and other instruments of the Unit Owners Association for expenditures or obligations in excess of one percent (1%) of the total annual assessment for Common Expenses for that fiscal year, and all checks drawn upon reserve accounts, shall be executed by any two persons designated by the Board of Directors; and (ii) all such instruments for expenditures and obligations of one percent (1%) of the total annual assessment for Common Expenses for that fiscal year, or less, except from reserve accounts, may be executed by any one person designated by the Board of Directors.

Section 10. Eligibility Requirements. Only a person "in good standing" with the Unit Owners Association shall be eligible to be an officer of the Board of Directors. Such designation requires that a person be current with regard to payment of assessments for its Unit(s) and not be in violation of the Condominium Instruments or the Virginia Condominium Act, as the same may be amended from time to time.

ARTICLE V

Operation of the Property

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

(a) Fiscal Year. The fiscal year of the Unit Owners Association shall be the calendar year unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget.

(i) At least forty-five (45) days before the beginning of the fiscal year, the Board of Directors, acting unanimously, shall adopt a preliminary budget for the Unit Owners Association containing an estimate of the total amount considered necessary to pay the cost of utilities, services, maintenance, management, operation, repair and replacement of the Common Elements which the Unit Owners Association is obligated to maintain and those

Limited Common Elements as to which it is the responsibility of the Unit Owners Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Unit Owners Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance or repair of the Condominium and the rendering of all related services. Following its adoption, the budget shall be disseminated to the Unit Owners.

(ii) Such budget may also include such amounts as the Board of Directors considers appropriate to provide working capital and reserves. At least thirty (30) days before the beginning of the fiscal year, the Board of Directors shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for Common Expenses.

(c) Assessment and Payment of Common Expenses. Subject to the provisions of Section 1(a) of Article IX hereof and except as Common Expenses may otherwise be allocated by the Condominium Instruments, the total amount of the estimated funds required for the operation of the Condominium set forth in the budget adopted by the Board of Directors shall be assessed against the Unit Owners in proportion to the Unit Owner's respective Percentage Interest (except that the cost of maintaining a Limited Common Element shall, except as may otherwise be allocated by the Condominium Instruments, be allocated to the Unit Owner(s) of the Unit(s) to which such Limited Common Element is appurtenant and, if there is more than one such Unit Owner, the cost shall be allocated to each such Unit Owner in accordance with the ratio that its Percentage Interest bears to the aggregate Percentage Interests of all Unit Owners to whose Units the Limited Common Element is appurtenant) and shall be a lien against each Unit Owner's Unit as provided in Article IX, Section 2, of these Bylaws. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, if the Board of Directors deems it advisable, be credited according to each Unit Owner's Percentage Interest (or, to the extent the excess is attributable to Common Expenses paid but which were not allocable on a Percentage Interest basis, then the excess shall be allocable on the basis they were paid) to the next installment(s) due from Unit Owners under the current fiscal year's budget, until exhausted. Except as set forth in Article V, Section 1(h) herein, any net shortage shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests (or, if the shortage is attributable to Common Expenses which are not allocable on a Percentage Interest basis, then the shortage shall be allocable on such other basis as is applicable) and shall be payable as the Board of Directors may determine.

(d) Reserves. The Board of Directors may, as a part of the Common Expenses and regular assessments therefor, build up and maintain a reserve for periodic maintenance, repair and replacement of the Common Elements, and the Limited Common Elements, for future capital improvements, and to cover the amount of any insurance deductible; provided, however, that the Board of Directors shall not be personally liable for the inadequacy of any reserve.

40 31

Extraordinary expenditures not originally included in the annual budget but which become necessary during the fiscal year shall be charged first against such reserve. If the reserve is inadequate for any reason, including nonpayment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment which shall be assessed against the Unit Owners according to their respective Percentage Interests (or such other basis as may apply to specific Common Expenses, or to Limited Common Elements, under the Condominium Instruments including, in the case of a reserve for an insurance deductible, allocation in the same manner as insurance premiums are allocable) and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next payment which is due more than thirty (30) days after the delivery of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted installment amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of its effective date as set forth in Article IX, Section 2, of these Bylaws. At the time of purchase of any Unit from Declarant, the purchaser of such Unit shall pay to the Board of Directors an amount equal to twice the monthly installment of the Operating Expenses (as defined in Section 11 of this Article V) of such Unit based on its Percentage Interest at the time of purchase, which payment shall be a deposit against future capital expenses.

(e) Initial Budget. The first Board of Directors shall determine the budget and level of assessments to the date of expiration of the first fiscal year as defined in this Section, and the date the assessments shall commence as to all Units. Assessments shall be levied and become a lien against the Unit Owners during such period as provided in this Section and in Article IX, Section 2.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined. In the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the rate established for the previous fiscal year until notice of the monthly payment which is due more than thirty (30) days after such new annual or adjusted budget shall have been delivered.

(g) Accounts. All sums collected with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund.

(h) Declarant Exemption from Assessments. Any provision herein to the contrary notwithstanding, no assessments shall be made or other charges levied against any Unit(s) owned by the Declarant during the Declarant Control Period; provided, however, that while the Declarant owns one or more Units, in the event the monthly Common Expenses incurred by the Unit Owners Association (excluding prepaid expenses) exceed the total assessments levied by the Unit Owners Association (in accordance with the Percentage Interest of each Unit to the entire Condominium) for the same period, then the Declarant shall provide

sufficient funds to the Unit Owners Association to cover the shortfall for that period. This exemption from assessments (and corresponding requirement to cover any monthly shortfalls in assessments for Common Expenses) shall terminate for each Unit upon the earlier of the expiration of the Declarant Control Period or transfer or conveyance of any portion of such Unit by the Declarant to any other Unit Owner. The Declarant shall pay for providing services to any Units that it owns and leases to tenants.

Section 2. Payment of Common Expenses. Each Unit Owner, other than the Declarant, shall pay the Common Expenses assessed by the Board of Directors. No Unit Owner, other than the Declarant, may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit and due subsequent to the date of recordation of a conveyance by him in fee of such Unit to a successor Unit Owner (except a conveyance as security for the performance of an obligation). Each such assessment, together with the interest, late charges and costs of collection (including attorney's fees) shall also be the personal obligation of the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them. Any dispute between a Unit Owner and the Board of Directors, Managing Agent, or any other party shall not release such Unit Owner from his obligation to pay any assessment when due. The Declarant shall pay for providing services to any Units that it owns and leases to tenants.

Section 3. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, may take action to collect any assessments due from any Unit Owner. Except as otherwise permitted by the Condominium Act, no Unit Owner shall withhold payment of any assessment due under this Article pending resolution of any dispute or claim such Unit Owner may have or allege against the Declarant or the Unit Owners Association. Any assessment, or installment thereof, not paid within ten (10) days after due shall accrue a late charge in the amount of ten dollars (\$10.00) per diem, not to exceed a total late charge of nine hundred dollars (\$900.00), pursuant to Section 55-79.80:2(B) of the Condominium Act. After the date a lawsuit is filed challenging any such charges, no additional charges shall accrue. Each defaulting Unit Owner shall also pay all costs of collection, including without limitation reasonable attorney's fees, incurred in the collection of any unpaid assessment and shall also pay any expense incurred as a result of a check being returned to the Unit Owners Association without payment. The Board of Directors shall have the power to accelerate all remaining installments of any annual assessment in the event an assessment is not paid within thirty (30) days of its due date. If a Unit Owner is delinquent for more than sixty (60) days, (a) the Board of Directors shall file a memorandum of lien in compliance with Section 55-79.84 of the Condominium Act prior to the ninetieth (90th) day, unless the Board of Directors decides by a two-thirds vote not to do so; and (b) following the Unit Owner's opportunity to be heard, the Board of Directors shall have the power, in its sole discretion, to suspend a Unit Owner's right to use facilities or services, including utility services, in accordance with Section 55-79.80:2 of the Condominium Act.

Section 4. Statement of Common Expenses and Access to Records. The Unit Owners Association shall promptly provide any Unit Owner, contract purchaser or Mortgagee so

requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due with respect to such Unit. The Board of Directors may impose a reasonable charge for the preparation of such statement, which charge shall not exceed the greater of \$35 or the amount then permitted by the Condominium Act. The Unit Owners Association shall make available during normal business hours for inspection, upon request by Unit Owners, Mortgagees and prospective purchasers, and their authorized agents, current copies of the Condominium Instruments and any Rules and Regulations governing the Condominium and other books, records and financial statements of the Unit Owners Association (including, if such is prepared, the most recent annual audited financial statement of the Unit Owners Association), in accordance with Section 55-79.74:1 of the Condominium Act, and the Unit Owner's Association may collect a charge for copies thereof in accordance with a cost schedule adopted by the Board of Directors. If and so long as there is no audited statement available, any Unit Owner or Mortgagee may have an audited statement prepared at its expense.

Section 5. Maintenance, Repair, Replacement and Other Common Expenses.

(a) By the Unit Owners Association. The Unit Owners Association shall be responsible for the maintenance, repair and replacement (unless such expense was necessitated by the negligence or willful misconduct of a Unit Owner, his guests, tenants, employees, agents, visitors and licensees) of all of the Common Elements (including, but not limited to, the exterior painting on every Unit and maintenance, repair and maintenance of balconies and/or porches, as applicable, to keep the exterior portions of each Unit in good repair and in a first-class condition) but only such of the Limited Common Elements as are appurtenant to more than one Unit and only when the Units to which such Limited Common Elements are appurtenant are owned by different Persons, whether located inside or outside of the Units. The portions of the Common Elements accessible to the public shall be kept clean and free of rubbish and other hazards to persons using such area. The Unit Owners Association shall also maintain, without limitation, (i) the portions of the Common Elements accessible to the public properly lighted and landscaped, (ii) the drive and parking areas clean and in a smooth and evenly covered condition, which shall include, without limitation, sweeping, restriping, resealing and resurfacing, and removal of snow and ice, (iii) the Common Elements lighting facilities, (iv) sidewalks (including, but not limited to, the removal of snow and ice), (v) utility equipment, lines, pipes and other facilities serving the Condominium, including all check meters installed in each Unit, and (vi) all storm drainage and waste disposal facilities that are part of the Common Elements. The cost of maintenance, repair and replacement of Limited Common Elements shall be assessed only against the Unit Owner(s) of Unit(s) to which such Limited Common Elements are appurtenant and in accordance with the respective Percentage Interests of such Unit Owners' interest. The Common Elements and such of the Limited Common Elements as are to be maintained by the Unit Owners Association shall be kept in good repair and in a clean and sanitary condition.

(b) By the Unit Owner. Each Unit Owner shall keep the inside of his Unit and the Limited Common Elements appurtenant thereto (except those to be maintained by the Unit Owners Association as provided in Subsection 5(a) above) in good repair and in a clean and sanitary condition, and shall do all painting not done by the Unit Owners Association which may at any time be necessary to maintain the good appearance and condition of his Unit. In the event

4031

of a Unit Owner's failure to perform in accordance with this Subsection 5(b), the Unit Owners Association may perform the same and any expense thus incurred shall be paid by the defaulting Unit Owner as a special assessment against his Unit, secured and collectible in the same manner as other assessments hereunder. Notwithstanding the foregoing, the Association shall be responsible for replacing light bulbs that illuminate any exterior portion of the Unit, including any balcony, as applicable, in order to maintain the uniformity of lighting. The Unit Owner is responsible for notifying the Unit Owners Association if light bulbs need replacement. In addition, each Unit Owner shall be responsible for all damage to his or any other Units or to the Common Elements resulting from his failure to make any of the repairs required by this Subsection or due to such Unit Owner's (or his guest's, tenant's, employees's, agent's, visitor's or licensee's) negligence or willful act, except to the extent covered by insurance maintained by the Unit Owners Association. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or, if there is one, the Managing Agent any known defect or known need for repairs for which the Unit Owners Association is responsible. Nothing herein shall be deemed to release any insurer of its obligations under any insurance policy or to create rights of subrogation against any Unit Owner. Notwithstanding the foregoing, no Unit Owner shall repair or improve any balcony without the prior written consent of the Unit Owners Association.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of good quality. The method of approving payment vouchers for repairs and replacements shall be determined by the Board of Directors.

Section 6. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements costing *in excess of* Seventy Five Thousand Dollars (\$75,000.00) during any period of twelve (12) consecutive months, the making of such additions, alterations or improvements shall be approved by Unit Owners holding a majority of the Percentage Interests, and upon approval, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements to the Common Elements costing Seventy Five Thousand Dollars (\$75,000.00) *or less* during any period of twelve (12) consecutive months may be made by the Board of Directors without approval of the Unit Owners, and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing, if, in the opinion of not less than two-thirds of the members of the Board of Directors, such additions, alterations or improvements to the Common Elements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owners shall be assessed therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportion as may be determined by the Board of Directors.

Section 7. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural or exterior addition, alteration or improvement in or to his Unit without the prior written consent of the Board of Directors. If such addition, alteration or improvement is approved by the Board of Directors, Unit Owner shall deposit funds (in an amount as determined below) with the Unit Owners Association to ensure the timely and proper performance thereof,

44 35

and to protect against any and all damages to the Unit, Limited Common Elements, and Common Elements caused by such addition, alteration or improvement. The amount of such funds shall be Five Thousand Dollars (\$5,000) if the addition, alteration, or improvement concerns up to three thousand (3,000) square feet of space, or Ten Thousand Dollars (\$10,000) if the same concerns three thousand (3,000) square feet of space or more. Following completion of construction, Unit Owner shall notify the Unit Owners Association in writing that work is complete and the Unit Owners Association shall make an inspection of the Unit within five (5) days. The Unit Owners Association may incur fees from third party consultants to review plans and specifications and such fees shall be the obligation of the Unit Owner and shall be deducted from the damage deposit. If a review of plans and specifications is performed by the Unit Owners Association, not by third parties, the Unit Owner shall pay the Unit Owners Association a reasonable fee for such review. In the event that there is damage to the Unit, the Unit Owners Association shall be permitted to make necessary repairs, deduct the cost thereof from the deposit, and return the remainder of the deposit to the Unit Owner within thirty (30) days of the date of completion of construction activities. In the event that costs exceed the amount of the deposit, the Unit Owner shall pay such excess within ten (10) days of written notice from the Unit Owners Association. No Unit Owner shall paint or alter the aspects of his Unit visible from the exterior, including the doors, blinds and windows, or the Limited Common Elements appurtenant thereto, without the prior written consent of the Board of Directors, acting unanimously. If any application to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit requires execution by the Unit Owners Association, and provided any necessary consent has been given by the Board of Directors, then the application shall be executed on behalf of the Unit Owners Association without however incurring any liability on the part of the Unit Owners Association or its Board of Directors or officers or any of them to any governmental entity or to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having a claim for injury to person or damage to property arising therefrom.

Section 8. Right of Access. By acceptance of a deed to his Unit, each Unit Owner thereby grants a right of access to his Unit as provided by Section 55-79.79(a) of the Condominium Act and a right of access to the Limited Common Elements appurtenant to that Unit, to the Unit Owners Association or the Managing Agent, or any other Person authorized by the Condominium Instruments or by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in the Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Condominium; provided, however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. The Unit Owners Association shall repair any damage to a Unit or Common Element caused by its exercise of rights hereunder; provided, however, that every Unit Owner shall provide a duplicate access key to the Unit Owners Association so that the damage to the Units can be minimized by such access. The Unit Owners Association shall not be responsible for the repair of any damage caused by a Unit Owner's failure to maintain a current access key with the Unit Owners Association. The

Unit Owners Association shall maintain all such keys in a secure location. Every Unit Owner whose Unit is protected by any form of alarm system shall provide the Unit Owners Association with any and all alarm codes necessary to disarm the alarm system and gain immediate entrance to the concerned Unit in case of an emergency. The Unit Owners Association shall not be responsible for any damage or liability, including but not limited to that which may result from the actions taken by any third party law enforcement agencies or security monitoring companies, resulting from Unit Owner's failure to inform the Unit Owners Association of all such necessary alarm codes. The Unit Owners Association shall maintain the confidentiality of all such alarm codes.

Section 9. Owner's Equipment. Unit Owners shall not install or operate any electrical equipment or machinery that operates on greater than 110 volt power or exceeds normal electrical usage without first obtaining the prior written consent of the Unit Owners Association. Notwithstanding anything to the contrary contained herein, Unit Owners Association agrees that all such equipment installed in the Condominium according to the plan presented to, and approved by Unit Owners Association, as of the initial move date complies with the preceding requirements. Unit Owners Association may condition such consent upon the payment by Unit Owner of additional fees in compensation for the excess consumption of electricity or other utilities and for the cost of any additional wiring or apparatus that may be occasioned by the operation of such equipment or machinery such as surcharges or sub-metering. If, after granting its consent to the presence and use of such equipment, the Unit Owners Association determines, in its sole discretion, that an additional fee is warranted, Unit Owners Association may request such a fee and make the continued efficacy of its initial consent contingent upon the payment thereof. Unit Owner shall not install any equipment of any type or nature that will or may necessitate any changes, replacements or additions to, or in the use of, the utilities, water system, heating system, plumbing system, air-conditioning system or electrical system of the Condominium, without first obtaining the prior written consent of the Unit Owners Association. Business machines and mechanical equipment belonging to Unit Owner which cause to such a degree as to be reasonably objectionable to the Unit Owners Association or to any Unit Owner in the Condominium shall be installed and maintained by Unit Owner, at Unit Owner's expense, on vibration eliminators or other devices sufficient to reduce such noise and vibration to a level satisfactory to Unit Owners Association in its reasonable discretion. It is understood and agreed that the "normal electrical usage" includes the use, for normal general office purposes, of copying machines, personal or desktop computers and other standard office equipment.

Section 10. Services and Utilities.

(a) The Unit Owners Association shall provide reasonably adequate, sewer, electric, water, exterior window-cleaning service, and janitorial service (after 6:00 p.m.) to the Common Elements as determined in the Unit Owners Association's reasonable judgment, and in accordance with standards customarily provided in first-class office buildings of comparable size and age in the northern Virginia area. The Unit Owners Association will also provide elevator service; provided, however, that the Unit Owners Association shall have the right to remove elevators from service as may be required for moving freight, or for servicing or maintaining the elevators or the Condominium. Notwithstanding the foregoing, at least one elevator cab shall be available for use by Unit Owners at all times. The Unit Owners Association shall have no

liability to Unit Owners, however, for any failure to provide any such services as noted above in this Section, unless such failure resulted from the negligence, willful misconduct or breach of duty of the Unit Owners Association or its directors. Unless otherwise approved by the Declarant during the Declarant Control Period or the Board of Directors thereafter, normal hours of operation of the Condominium will be 8:00 a.m. to 6:00 p.m. Monday through Friday (except legal holidays) and 9 a.m. to 1:00 p.m. Saturdays (except legal holidays). There will be no normal hours of operation of the Condominium on Sundays or legal holidays, and the Unit Owners Association shall not be obligated to maintain or operate the Condominium at such times unless special arrangements are made by Unit Owner for which a charge will be made to the Owner. The services and utilities required to be furnished by the Unit Owners Association, other than water, will be provided only during the normal hours of operation of the Condominium, except as otherwise specified herein. The Unit Owners Association shall provide an access-control system in the Condominium comparable to the system in first-class office buildings in the northern Virginia area, which shall permit Unit Owner to have access to the Condominium on a 24-hour, seven-days-a-week basis (except in the event of emergency). At Unit Owner's option and sole cost and expense, Unit Owner may install a separate electronic security system for Units.

(b) Unit Owners shall reimburse the Unit Owners Association for any excess water usage in the Condominium. "Excess water usage" shall mean the excess of Unit Owner's water usage during any billing period for water services over the estimated average water usage during the same period for all office tenants of the Condominium (excluding Unit Owner), as computed by the Unit Owners Association.

Section 11. Operating Expenses.

(a) Commencing in the calendar year 2013 and continuing with each calendar year thereafter, each Unit Owner shall pay the Unit Owners Association, as part of the annual assessment for the Condominium, such Unit Owner's proportionate share of the amount by which actual operating expenses incurred by Unit Owners Association in connection with the management, operation and ownership of the Condominium ("Operating Expenses") exceed the funds collected for the payment of Operating Expenses. For purposes of this Section, a Unit Owner's proportionate share of such Operating Expenses shall be that percentage which is equal to a fraction, the numerator of which is the number of square feet of gross area in a given Unit and denominator of which is the total number of square feet of gross area in the Condominium. In no event shall the Unit Owners Association collect from Unit Owners for more than 100% of the Unit Owners Association's actual Operating Expenses and the agreed reserve assessments.

(b) The Operating Expenses shall include the costs and expenses described in subsection (1) below:

(1) Included costs and expenses.

(i) Water, sewer, electricity and other utility charges (including surcharges) of every type and nature, provided common to the Condominium (and excluding and of such charges which are separately metered and paid directly by the Unit Owners).

- (ii) Insurance premiums paid by the Unit Owners Association.
- (iii) Personnel costs of the Condominium, including, but not limited to, salaries, wages, fringe benefits and other direct and indirect costs of engineers, superintendents, watchmen, porters and any other personnel related to the management, maintenance, repair and operation of the Condominium but excluding the costs of any compensation paid to officers and directors of the managing agent above the grade of superintendent or building manager. The salary, wages, fringe benefits and other direct and indirect costs of personnel in a similar position of employment within the Reston area. The costs of any personnel not working full-time for the benefit of the Condominium shall be apportioned in a fair and equitable manner.
- (iv) Costs of service and maintenance contracts, including, but not limited to, chillers, boilers, controls, generators, pond maintenance, elevators, windows, security service, landscaping, snow and ice removal and management fees.
- (v) All other maintenance and repair expenses and supplies.
- (vi) Any other costs and expenses reasonably incurred by the Unit Owners Association in maintaining or operating the Condominium including parking lots and garage(s), if any.
- (vii) The costs of any additional services not provided to the Condominium initially but thereafter provided by the Unit Owners Association in the prudent management of the Condominium if comparable services are being furnished at comparable first-class buildings in the Reston sub-market.
- (viii) Charges for security, janitorial, day porter, char and cleaning services and supplies.
- (ix) Capital improvements (not otherwise paid for from reserves).
- (x) Fees, costs and expenses incurred by the Unit Owners Association in connection with or relating to claims against or disputes with owners of Units including, without limitation, legal fees and disbursements.
- (xi) Nonrecurring costs and expenses incurred by the Unit Owners Association curing, repairing or replacing any structural element of the Condominium.
- (xii) Any costs and expenses incurred by the Unit Owners Association in connection with causing the common and public areas of the Condominium to comply with applicable legal requirements.

42 51

ARTICLE VI
Insurance

Section 1. Authority to Purchase.

(a) Except as otherwise provided in Sections 2 and 5 of this Article VI (including, without limitation, the obligation for Unit Owners to purchase their own personal property liability insurance), all insurance policies relating to the Condominium shall be purchased by the Unit Owners Association. Neither the Board of Directors nor the Managing Agent nor the Declarant shall be liable for failure to obtain any coverage required by this Article VI or for any loss or damage resulting from such failure if such failure is due to the general unavailability of such coverage from reputable insurance companies, or if such coverage is available only at unreasonable cost.

(b) Each such policy shall provide that:

(1) The insurer waives any right to claim (i) by way of subrogation against the Declarant, the Unit Owners Association, the Board of Directors, the Managing Agent, the Unit Owners and their respective agents and employees, and (ii) invalidity arising from acts of the insured.

(2) Such policy may not be canceled, renewed or substantially modified without at least forty-five (45) days prior written notice (fifteen (15) days if due to non-payment of premium) to the Unit Owners Association and any Managing Agent and, in the case of physical damage and fidelity insurance, to all Unit Owners and Mortgagees.

(c) The Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.

(d) All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and, in the case of the physical damage insurance, holding a rating of at least A/IX or better by Best's Insurance Reports (or of similar rating by a comparable rating service).

Section 2. Physical Damage Insurance.

(a) The Unit Owners Association shall obtain and maintain a policy of insurance against fire and such other hazards within the meaning of "special causes of loss" insuring structures within the Condominium, and of such structures that in whole or in part comprise portions of the Common Elements, and naming the Unit Owners Association as insured and the Unit Owners Association as loss payee and as trustee for the use and benefit of all Unit Owners and their Mortgagees, as their interests may appear subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors, in an amount equal to one hundred percent (100%) of the then-current replacement cost of structures within the Condominium, and of such structures that in whole or in part comprise portions of the Common Elements, exclusive of land, excavations, foundations and other items usually excluded from such coverage, such

amount to be re-determined periodically by the Board of Directors with the assistance of the insurance company affording such coverage. Any deductible shall not exceed one percent (1%) of the replacement cost. During the course of alteration of any improvements to a Unit or Limited Common Element, the party causing the alterations to be performed (or its contractor) shall carry replacement cost builder's risk insurance as to the alterations, naming (in addition to such party and its contractor) the Unit Owner of the Unit and the Unit Owners Association (as loss payee) and any Mortgagee(s) of the Unit as insureds, as their interests may appear.

(b) Such policy shall also provide (unless otherwise provided):

(1) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction if a decision is made pursuant to these Bylaws not to do so.

(2) The following endorsements (or equivalent): (i) "no control"; (ii) "contingent liability from operation of building laws", "demolition cost" and "increased cost of construction"; (iii) "agreed amount" or its equivalent and "inflation guard," if available; and (iv) a "severability of interest" endorsement which shall preclude the insurer from denying liability to the Unit Owners Association or to a Unit Owner or to any Mortgagee because of the acts of any other of the foregoing.

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

(4) The right of subrogation against Unit Owners shall be waived.

(c) A duplicate original of the policy of physical damage insurance, all renewals thereof and any subpolicies or certificates and endorsements issued thereunder together with "proof of payment of premiums shall be delivered by the insurer to any Mortgagee so requesting at least ten (10) days prior to expiration of the then-current policy. All Mortgagees of an affected Unit shall be notified of any event giving rise to a claim under such policy in excess of Fifty Thousand Dollars (\$50,000.00) (in the case of damage to the Unit covered by such Mortgagee's lien or to the Common Elements).

(d) The Unit Owners Association shall not obtain a policy where (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against the Unit Owner or Mortgagee or become a lien on the Condominium; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Unit Owners Association, Unit Owners or Mortgagees from collecting insurance proceeds.

(e) The cost of the physical damage insurance required to be carried hereunder by the Unit Owners Association shall be allocated among the Units in the ratio that the cost of insuring each Unit and its appurtenant Common Elements and Limited Common Elements bears to the aggregate cost, as determined by the Board of Directors with input from the insurance company affording such coverage, but, in the absence of excess risk inherent in the use of any Unit, the cost of such insurance shall be allocated amongst the Units based upon their respective Percentage Interests.

Section 3. Liability Insurance. The Unit Owners Association shall obtain and maintain commercial general public liability and property damage insurance in such limits as the Board of Directors may from time to time determine (but not less than \$2,000,000 for bodily injury or property damage for any single occurrence), insuring the Unit Owners Association, each member of the Board of Directors, the Managing Agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership or use of the Common Elements including, to the extent applicable, host liquor liability insurance, employer's liability insurance, comprehensive automobile liability insurance, all-written contractual liability insurance, garage keeper's liability, bailee's liability and any other liabilities that may arise pursuant to use of the water features, trails and other Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross-liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; and (ii) a "severability of interest" endorsement which shall preclude the insurer from denying liability to the Unit Owners Association or to a Unit Owner because of negligent acts of the Unit Owners Association or of another Unit Owner. The Board of Directors shall review such limits periodically. "Umbrella" liability insurance in excess of the primary limits may also be obtained. The obtaining of liability insurance shall not constitute a waiver of sovereign immunity or any other defense by any Person.

Section 4. Other Insurance. The Unit Owners Association shall obtain and maintain:

(a) A blanket fidelity bond or employee dishonesty insurance policy insuring the Unit Owners Association against losses resulting from theft or dishonesty committed by the officers, directors, or persons employed by the Unit Owners' Association, or committed by the common interest community manager or employees of the common interest community manager. Such bond or insurance policy shall provide coverage in an amount equal to the lesser of One Million Dollars (\$1,000,000) or the amount of reserve balances of the Unit Owners Association plus one-fourth of the aggregate annual assessment of such Unit Owners Association. The minimum coverage amount shall be Ten Thousand Dollars (\$10,000). Such bond or insurance policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. The Board of Directors or Managing Agent may obtain such bond or insurance on behalf of the Unit Owners Association. When any policy of insurance has been obtained by or on behalf of the Unit Owners' Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Unit Owner by the officer required to send notices of meetings of the Unit Owners.

(b) Worker's compensation insurance if and to the extent necessary to meet the requirements of law and which, if carried, shall name the Managing Agent as an additional insured; and

(c) Such other insurance as the Board of Directors may determine or as may be requested from time to time by Unit Owners holding a majority of the Percentage Interests.

Section 5. Separate Insurance. **EACH UNIT OWNER SHALL BE RESPONSIBLE, AT HIS OWN EXPENSE, TO OBTAIN INSURANCE FOR BETTERMENTS AND IMPROVEMENTS AND PERSONAL PROPERTY IN ITS UNIT, COMPREHENSIVE GENERAL LIABILITY, AND FOR SUCH OTHER RISKS AS IT MAY DESIRE** (including business interruption and workmen's compensation insurance); provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage so as to decrease the amount which the Unit Owners Association may realize under any insurance policy maintained by the Unit Owners Association or to cause any insurance coverage maintained by the Unit Owners Association to be brought into contribution with insurance coverage obtained by a Unit Owner. **The betterments and improvements within a Unit and a Unit Owner's personal property will not be insured unless a Unit Owner purchases its own insurance policy.** Each Unit Owner shall also have the right and responsibility, at its own expense, to obtain such liability coverage as he shall deem prudent. All such policies shall contain waivers of subrogation as against other Unit Owners, the Unit Owners Association and its Board of Directors, the Declarant, the Managing Agent and their respective agents and employees. No Unit Owner shall obtain separate insurance policies in conflict with this Section 5.

Section 6. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact for each Unit Owner and each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium to adjust and settle all claims arising under insurance policies purchased by the Unit Owners Association and to execute and deliver releases upon the payment of claims and to pursue and settle all claims arising out of the taking by way of eminent domain of any of the Common Elements.

Section 7. Insurance Trustee. Notwithstanding anything in Section 6 of this Article VI or in Article VII to the contrary, in the event of physical damage to the Condominium as to which the cost to repair is expected to exceed One Hundred Thousand Dollars (\$100,000), the proceeds of the policy maintained by the Unit Owners Association pursuant to Section 2 of this Article VI shall be paid to an insurance trustee appointed by the Board of Directors (the "Insurance Trustee"), and the Insurance Trustee shall perform the obligations otherwise imposed on the Board of Directors by Article VII of these Bylaws (except the decision not to repair as set forth in Section 3 thereof and except Subsection 2(b) of Article VII). The fees of the Insurance Trustee shall be assessed as Common Expenses in the same ratio as insurance premiums are assessed pursuant to Subsection 2(e) of this Article VI.

ARTICLE VII
Repair and Reconstruction After Fire or Other Casualty

Section 1. When Repair and Reconstruction are Required. Except as otherwise provided in Section 3 of this Article VII, in the event of damage to or destruction of all or any of the improvements as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the improvements within the Condominium. Notwithstanding the foregoing or anything in Section 2 below to the contrary, the cost and other responsibility for repair and restoration of initial construction or an alteration, either of which is to be covered by builder's risk insurance as set forth in Section 2 of Article VI, shall be that of the Declarant or Unit Owner or its tenant performing such construction or alteration, and the Unit Owners Association and all other insureds under such builder's risk policy shall release the proceeds of such insurance so as to permit such repair or restoration.

Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Subject to the last sentence of Section 1 above and subject to Section 7 of Article VI, promptly after a fire or other casualty causing damage to any improvements, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring such improvements as the Unit Owners Association is required to restore to a condition as good as that existing before such casualty. Such costs may also include professional and consulting fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Assessments. Subject to the last sentence of Section 1 above, if the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof (from all sources including the obligation of tenants to restore) are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed Common Expenses and a special assessment therefore shall be levied against all Unit Owners in accordance with the allocation in Subsection 2(e) of Article VI.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the improvements.

Section 3. When Reconstruction is Not Required. In the event of insubstantial damage to the Condominium not materially affecting the use or occupancy of any Unit and if the Board of Directors shall unanimously elect not to repair the same, then in such event any insurance proceeds received on account of such damage shall be distributed among all Unit Owners and Mortgagees as their interests may appear and in proportion to their respective Percentage Interests. If the Condominium shall be terminated pursuant to Section 55-79.72(1) of the Condominium Act, the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided among all Unit Owners and in proportion to their respective Percentage Interests, after first paying out of the share of each Unit Owner, to the

extent sufficient therefore, the amount of any unpaid liens on his Unit in the order of priority of such liens.

ARTICLE VIII
Mortgages

Section 1. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of his Mortgagee and shall file a certified true copy of the deed of trust with the Board of Directors. Any Mortgagee may give written notice to the Unit Owners Association of its name and address and the Unit number or designation or the address of the Unit to which its deed of trust applies. A Unit Owner shall be responsible for updating the name and address of his Mortgagee if the original Mortgagee changes.

Section 2. Notice of Default, Casualty or Condemnation. Upon request, the Unit Owners Association shall give notice to any Mortgagee of a default in paying an assessment or any other default with respect to that Mortgagee's Unit which has not been cured within sixty (60) days. Each Mortgagee shall also be promptly notified of any casualty giving rise to a possible claim under any insurance purchased by the Unit Owners Association to the extent required by subsection 2(c) of Article VI, of all actions taken under Article VII, of any taking in condemnation or by eminent domain and actions of the Unit Owners Association with respect thereto, any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Unit Owners Association and any proposed action that requires the consent of a specified percentage of Mortgagees.

Section 3. Notice of Amendment of Declaration or Bylaws. The Board of Directors shall give to all Mortgagees requesting same notice seven (7) days before the date of any special meeting at which the Unit Owners, in accordance with the provisions of these Bylaws, may amend the Condominium Instruments if consent of Mortgagees to such amendment is required.

Section 4. Mortgagees' Approvals. Except as provided in Section 55-79.44 of the Condominium Act, unless more than 50% of the Mortgagees holding first liens on Units have given their prior written consent, the Unit Owners Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium; or
- (b) Use physical damage insurance proceeds from damage to any portion of the Condominium for other than the repair, replacement or reconstruction of the Condominium.

Section 5. Other Rights of Mortgagees. Upon request, any Mortgagee shall be entitled to receive written notice of meetings of the Unit Owners Association, and all Mortgagees or their designees shall be entitled to attend meetings of the Unit Owners Association and shall have the right to speak thereat. All Mortgagees shall have the right to examine the books and records of the Unit Owners Association.

Section 6. Mortgagee's Consent. Whenever the consent of a Mortgagee for a given Unit is required under the Condominium Instruments or the Condominium Act, such consent shall be deemed given for the Mortgagee of such Unit if the request therefor is sent to the Mortgagee on the Unit Owners Association's records at the Mortgagee's address specified pursuant to Section 1 of Article XI by certified mail, return receipt requested, and such Mortgagee fails to respond to the request in writing to the address specified in the request for consent within ten (10) days after the mailing of such notice to the Mortgagee in accordance with the provisions of the Condominium Instruments.

ARTICLE IX
Compliance and Default

Section 1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Condominium Instruments and the Condominium Act as they may be amended from time to time. In addition to the remedies provided in Section 55-79.53 of the Condominium Act, a default by a Unit Owner shall entitle the Unit Owners Association, acting through its Board of Directors or through the Managing Agent, to the following relief:

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his guests, tenants, employees, agents, visitors and licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Unit Owners Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of his Unit or the Common Elements.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default under the Condominium Instruments, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Unit Owners Association, the Board of Directors or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Condominium Act shall not constitute a waiver of the right of the Unit Owners Association, the Board of Directors, or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners Association, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or the Condominium Act shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies; nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Condominium Instruments or the Condominium Act or at law or in equity.

(d) Interest. In the event of a default by any Unit Owner in paying any sum assessed against his Condominium Unit which continues for a period in excess of ten (10) days, then the amount unpaid shall, at the option of the Unit Owners Association, bear interest from its due date at the lesser of the rate permitted by law without being subject to the defense of usury or eight percent (8%) per annum, from the date due until paid. No Unit Owner who is in default in

104
11

paying any sums due to the Unit Owners Association shall have the right to vote at any meeting of the Unit Owners Association.

(e) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any of the Condominium Instruments or violation of the Condominium Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the portion of the Condominium in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner or his tenant, any condition that may exist therein contrary to the intent and meaning of the provisions of the Condominium Instruments (however, judicial proceedings shall be instituted before any items of construction are altered or demolished), and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(f) Legal Proceedings. Failure to comply with any of the terms of the Condominium Instruments and the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners Association, the Board of Directors, the Managing Agent or by any aggrieved Unit Owner (each shall also have a right of action with respect to decisions of the Unit Owners Association made pursuant to authority granted it by such documents) and shall not constitute an election of remedies.

Section 2. Lien for Assessments.

(a) The total annual assessment of each Unit Owner for Common Expenses or any special assessment made pursuant to these Bylaws, together with any interest or late charge applicable to such assessment and together with any costs of collection (including attorney's fees), is hereby declared to be a lien against the Condominium Unit of such Unit Owner as provided in Section 55-79.84 of the Condominium Act, which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Condominium and, as to special assessments, on the first day of the next month which begins more than thirty (30) days after delivery to the Unit Owner of notice of such special assessment. The Board of Directors or the Managing Agent may file or record such other or further notice or memorandum of any such lien, or such other or further document, as may be required by the Condominium Act or by the laws of the Commonwealth of Virginia to confirm the establishment and priority of such lien.

(b) The lien for assessments may be enforced and foreclosed in the manner provided by the laws of the Commonwealth of Virginia by action in the name of the Board of Directors, or the Managing Agent, acting on behalf of the Unit Owners Association. The plaintiff in such proceeding shall have the right to the appointment of a receiver under the laws of the Commonwealth of Virginia.

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

Section 3. Supplemental Enforcement of the Lien. In addition to the proceedings at law or in equity for the enforcement of the lien established by the Declaration, these Bylaws or the Condominium Act, any Unit Owner may be required by the Board of Directors to execute a bond conditioned upon the faithful performance and payment of the installments of the lien established thereby and may likewise be required to secure the payment of such obligations by a deed of trust upon his interest in the Condominium Unit recorded among the appropriate land records, granting unto a trustee or trustees appropriate powers to the end that, upon default in the performance of such bond such deed of trust may be foreclosed by such trustee or trustees acting at the direction of the Board of Directors. In the event any such bond has been executed or such deed of trust is recorded, then any subsequent purchaser of such interest in a Unit shall take title subject to the obligations therein provided for.

Section 4. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary and to the extent permitted by the Condominium Act, the lien of any assessment levied pursuant to these Bylaws upon any Unit (and any penalties, interest on assessments, late charges and the like) shall be subordinate to, and shall in no way affect, the rights of a Mortgagee who is an institutional lender secured by a first deed of trust recorded before perfection of the Unit Owners Association's lien for assessments; provided however, that such subordination shall apply only to assessments which have become due and payable before a conveyance of such Unit pursuant to a foreclosure or deed in lieu of foreclosure. Such conveyance shall not relieve the purchaser of the Unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE X **Amendments to Bylaws**

Section 1. Amendments. These Bylaws may not be modified or amended except as provided in the Declaration. All amendments to the Bylaws shall be prepared and recorded by the Secretary.

ARTICLE XI **Miscellaneous**

Section 1. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally (pursuant to Section 55-79.75 of the Condominium Act) or if sent by United States Postal Service, postage prepaid or sent by a national overnight courier service (or otherwise as the Condominium Act may permit), or if notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid or sent by a national overnight courier service (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address

of the Unit of such Unit Owner, or (ii) if to the Unit Owners Association, the Board of Directors or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section, or (iii) if to a Mortgagee, to the address provided by the Unit Owner or to such other address as the Mortgagee may specify by written notice to the Unit Owners Association. In addition, all notices for meetings under these Bylaws shall be deemed to have been duly given if delivered by electronic mail.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 4. Construction. These Bylaws are intended to comply with all of the applicable provisions of the Condominium Act and shall be so interpreted and applied.

Section 5. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof, which can be given effect.

Section 6. Waiver. No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 7. Use of New Technology. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under the Condominium Instruments may be accomplished using the most advanced technology available at the time if such use is a generally accepted business practice. The use of technology in implementing the provisions of the Condominium Instruments dealing with notices, payments, signature, votes, consents or approvals shall be governed by this Section.

(a) Electronic Means. To the extent permitted by law, the Unit Owners Association and its Unit Owners and occupants may perform any obligation, or exercise any right, by use of any technological means providing sufficient security, reliability, identification and verifiability. Acceptable technological means shall include, without limitation, electronic communication over the internet or other network, whether by direct connection, intranet, telecopier or email.

(b) Signature Requirements. Any requirement for a signature under the condominium instruments may be satisfied by a digital signature meeting the requirements of applicable law.

(c) Electronic Funds Transfer. Payment of all sums to and from the Unit Owners Association and the Unit Owners and occupants may be made by electronic transfer of funds creating a record evidencing the transaction for the period such record would be required to be available in non-electronic form.

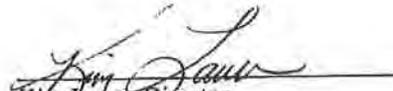
(d) Voting Rights. Voting and approval of any matter under the Condominium Instruments may be accomplished by electronic means provided that a record is created as evidence thereof and maintained as long as such record would be required to be maintained in non-electronic form.

ARTICLE XII
Alternative Dispute Resolution

If, after the Declarant Control Period, the Board of Directors determines by a majority vote that there are outstanding issues remaining between the Condominium and the Declarant, and the Declarant disputes such issues, then any such disputed issues shall be submitted to alternative dispute resolution. Such alternative dispute resolution shall consist of negotiation with an independent facilitator, then mediation and finally binding arbitration in accordance with such methods, rules and procedures as the parties may unanimously agree upon. If the parties cannot agree upon such alternative dispute resolution procedures, then all of the disputed issues shall be submitted to arbitration which shall consist of the appointment of an independent arbitrator appointed by the members of the Board of Directors, the appointment of a second independent arbitrator by the Declarant, and the appointment of a third independent arbitrator by the two previously appointed arbitrators. These arbitrators shall be requested to reach a decision within thirty (30) days after their appointment. The losing party shall pay the cost of arbitration unless the arbitrators determine that the cost should be a common expense.

IN WITNESS WHEREOF, we being all of the initial Directors of The Pond Commercial Condominium Building Unit Owners Association have hereunto set our hands this 13 day of December, 2013


William H. Lauer, Director


Kim Lauer, Director


William A. Lauer, Director

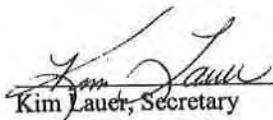
CERTIFICATION OF SECRETARY

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of The Pond Commercial Condominium Building Unit Owners Association, a Virginia non-stock, non-profit corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said association, as duly adopted by the Action by Unanimous Written Consent of the Board of Directors executed by all of the Board members and dated the 13 day of December, 2013 and said Bylaws are presently in effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13 day of December, 2013.



Kim Lauer, Secretary

5/1

EXHIBIT ~~24~~ 27

Description of Submitted Land

All of Lot 4, of a resubdivision of Block 1-A, Section 902, Reston, as resubdivided, platted and recorded in Deed Book 5225, page 233, being a resubdivision of Block 1, Section 902, Reston, as resubdivided, platted and recorded in Deed Book 5101, page 567, original dedication of Section 902 being recorded in Deed Book 3748, page 207, all among the land records of Fairfax County, Virginia.

52



CURVE DATA

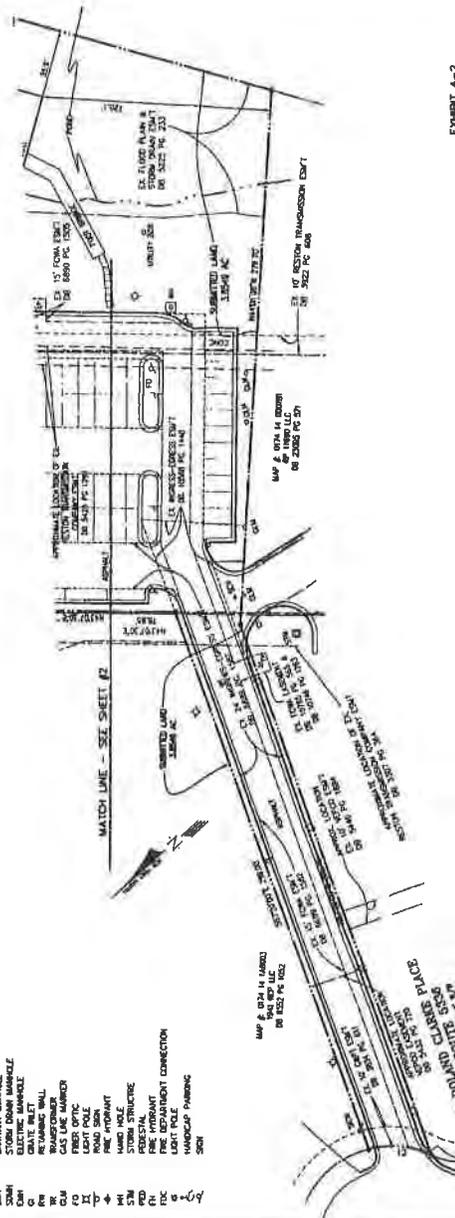
NO.	BEARS	ARC	CHORD	ANGLE	CHORD BEARING
1	56.07	13.78	24.11	17.56	S33.12°W 44.15
2	118.06	27.56	48.22	35.12	N48.57°E 57.32

AREA TABULATION
SUBMITTED LAND 3.8549 AC

- NOTES**
1. THE PROPERTY DELINEATED ON THIS PLAN ARE LOCATED ON FARMER COUNTY TAX MAP NUMBER 17-4-14-10000 AND IS CORRECTED.
 2. THE PROPERTIES SHOWN HEREON ARE LOCATED WITHIN A ZONE "A" AREA, WHICH IS RETURNED TO THE ORIGINAL CONDITION. THE ZONE "A" AREA IS SHOWN ON FLOOD HAZARD MAPS AND IS NOT TO BE CONSIDERED AS A FLOOD HAZARD AREA.
 3. THE PROPERTY IS SHOWN HEREON AS LOCATED IN THE NAME OF MAP AS SHOWN IN THE RECORDS IN FREDERICK COUNTY AT PAGE 1078, DURING THE LAND RECORDS OF FARMER COUNTY, VIRGINIA.
 4. THE TOTAL NUMBER OF PARCELS SHOWN ON THIS SUBMITTAL PROPERTY IS 178 INCLUDING A DESIGNATED HOMEOWNER SPACES.
 5. ALL PARCELS SHOWN ARE COMMON ELEMENTS.
 6. PROPERTY, COMMON AREAS IS SUBJECT TO ALL COVENANTS AND RESTRICTIONS OF RECORD AND THOSE RECORDED HEREON.

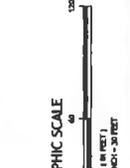
LEGEND

- PT PLOT
- TR TRAIL
- RD ROAD
- SM SANITARY MANHOLE
- ST STREET
- GA GATE
- GR GRATE
- RE RETAINING WALL
- FM FIBER OPTIC
- CS GAS LINE MARKER
- RD ROAD SIGN
- HY HYDRO
- ST STRUCTURE
- PR PRESIDENTIAL
- PO POLICE
- FC FIRE CONNECTION
- LP LIGHT POLE
- MP MUNICIPAL PARKING
- SE SITE



EMBERT 4-2
CONDOMINIUM PLAN SHOWING
LOCATION AND DIMENSIONS OF
SUBMITTED LAND,
IMPROVEMENTS, AND EXISTING
EASEMENTS
BLOCK 1-A
LOT 4
SECTION 902, RESTON
DA. 5225 PLS. 233
FARMER COUNTY, VIRGINIA
DATE DELIVERED, 2012
SCALE: 1" = 30'

SURVEYOR'S CERTIFICATE
I, LOUIS L. BRIDGMAN, A PLAT-CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN, LABELLED EMBERT 4-2, IS ACCURATE AND CORRECT AS WITH THE PROVISIONS OF SECTION 4-2-1 OF THE SURVEYING ACT OF 1958, AS AMENDED, AND THAT THE BELIEVED AND PHYSICAL IMPROVEMENTS SHOWN HEREON ARE COMPLETE.
LOUIS L. BRIDGMAN
12-10-12
DATE
L.L.B. 0007



Handwritten initials "LS" and a signature.

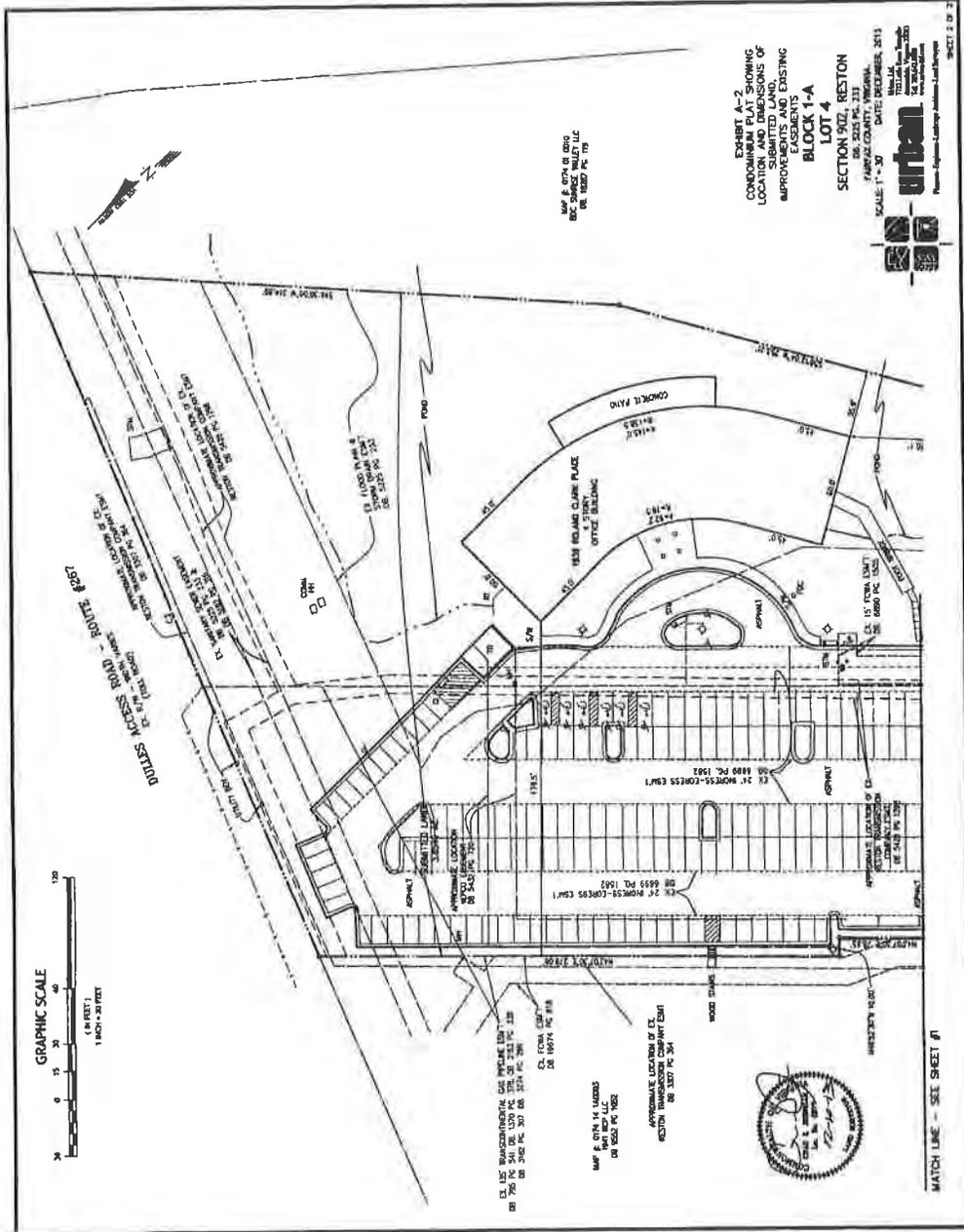


EXHIBIT A-2
 CONDOMINIUM PLAT SHOWING
 LOCATION AND DIMENSIONS OF
 IMPROVEMENTS AND EXISTING
 EASEMENTS
 BLOCK 1-A
 LOT 4

SECTION 902, RESTON
 DISTRICT OF FREDERICKSBURG
 PRINCE GEORGE COUNTY, VIRGINIA
 SCALE: 1" = 30'

DATE: FEBRUARY, 2011
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO.: 2010-0001

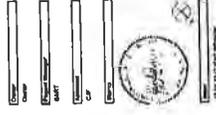


SHEET 2 OF 2

GRAPHIC SCALE
 1 INCH = 30 FEET

57

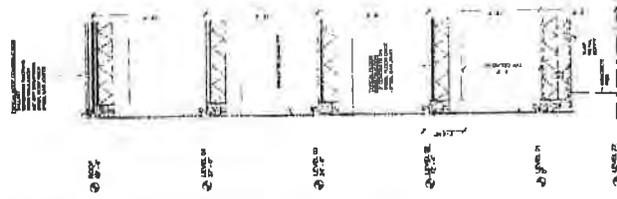
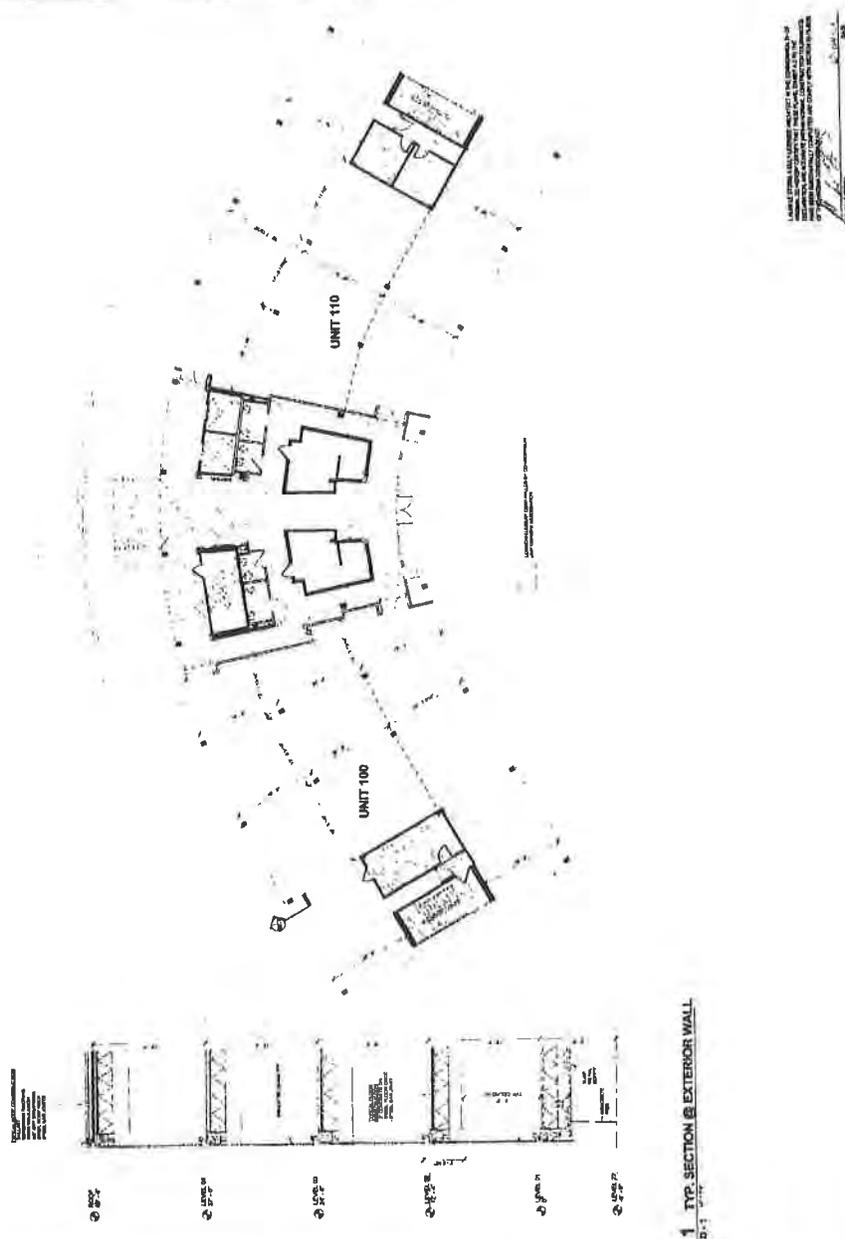
D-B-1



1939 ROLAND CLARK DRIVE, RESTON, VA

POND BUILDING

PROJECT FLOOR CONDO DOCUMENTS
CD - 1



1 TYP. SECTION @ EXTERIOR WALL

ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

25

0-8-1

DATE	12/15/11
PROJECT	1939 ROLAND CLARK DRIVE, RESTON, VA
CLIENT	1939 ROLAND CLARK DRIVE, RESTON, VA
DESIGNER	1939 ROLAND CLARK DRIVE, RESTON, VA
SCALE	AS SHOWN
STATUS	AS SHOWN
REVISIONS	

DATE	12/15/11
PROJECT	1939 ROLAND CLARK DRIVE, RESTON, VA
CLIENT	1939 ROLAND CLARK DRIVE, RESTON, VA
DESIGNER	1939 ROLAND CLARK DRIVE, RESTON, VA
SCALE	AS SHOWN
STATUS	AS SHOWN
REVISIONS	

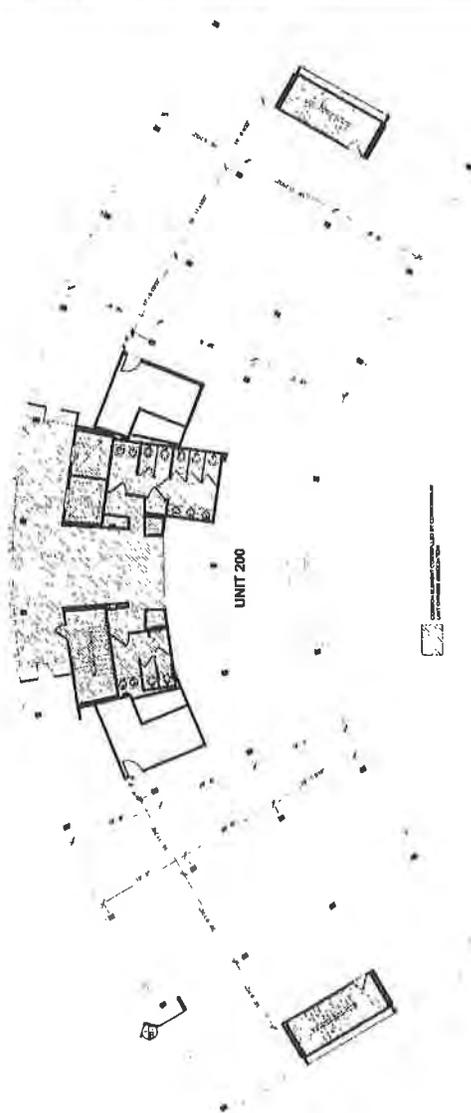


1939 ROLAND CLARK DRIVE, RESTON, VA

POND BUILDING

DATE	12/15/11
PROJECT	1939 ROLAND CLARK DRIVE, RESTON, VA
CLIENT	1939 ROLAND CLARK DRIVE, RESTON, VA
DESIGNER	1939 ROLAND CLARK DRIVE, RESTON, VA
SCALE	AS SHOWN
STATUS	AS SHOWN
REVISIONS	

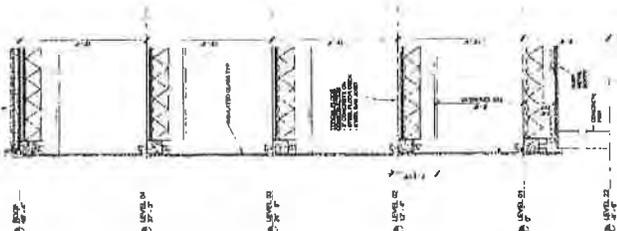
CD - 2



UNIT 200

1. ITP SECTION @ EXTERIOR WALL
 CD - 2

1. ITP SECTION @ EXTERIOR WALL
 CD - 2



1. ITP SECTION @ EXTERIOR WALL
 CD - 2

24 52

DBI

DATE	12/14/13
PROJECT	1939 ROLAND CLARK DRIVE, RESTON, VA
CLIENT	AMERISOL
DESIGNER	AMERISOL
SCALE	AS SHOWN
BY	AMERISOL
CHECKED	AMERISOL
APPROVED	AMERISOL

DATE	12/14/13
PROJECT	1939 ROLAND CLARK DRIVE, RESTON, VA
CLIENT	AMERISOL
DESIGNER	AMERISOL
SCALE	AS SHOWN
BY	AMERISOL
CHECKED	AMERISOL
APPROVED	AMERISOL



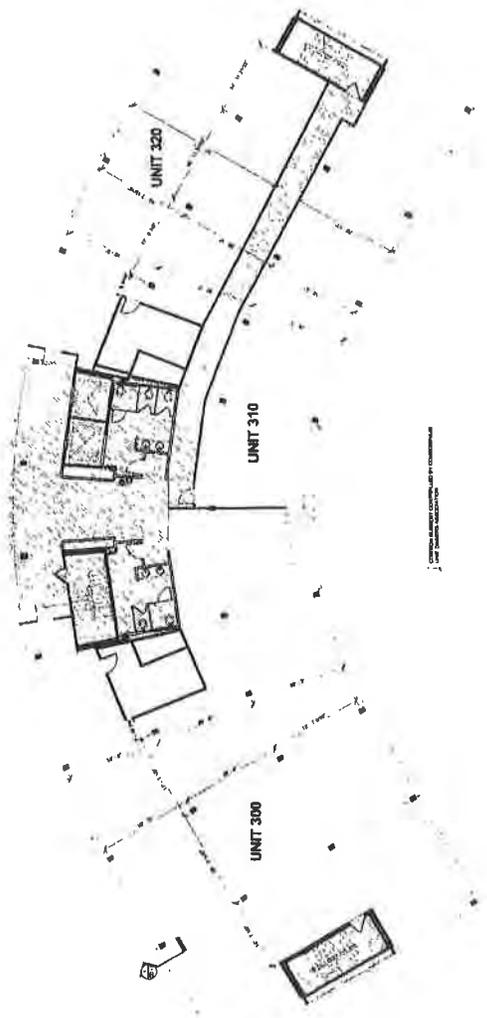
USA - LICENSE NUMBER

1939 ROLAND CLARK DRIVE, RESTON, VA

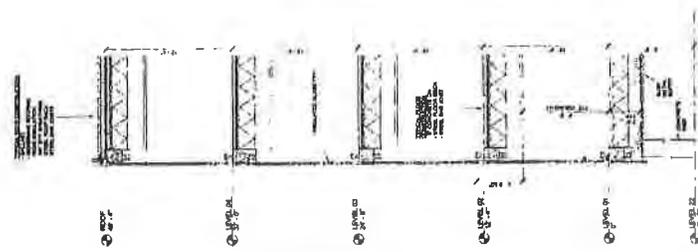
POND BUILDING

DATE	12/14/13
PROJECT	1939 ROLAND CLARK DRIVE, RESTON, VA
CLIENT	AMERISOL
DESIGNER	AMERISOL
SCALE	AS SHOWN
BY	AMERISOL
CHECKED	AMERISOL
APPROVED	AMERISOL

CD - 3



AMERISOL
 12-14-13
 AMERISOL



1 TYP. SECTION @ EXTERIOR WALL

2257

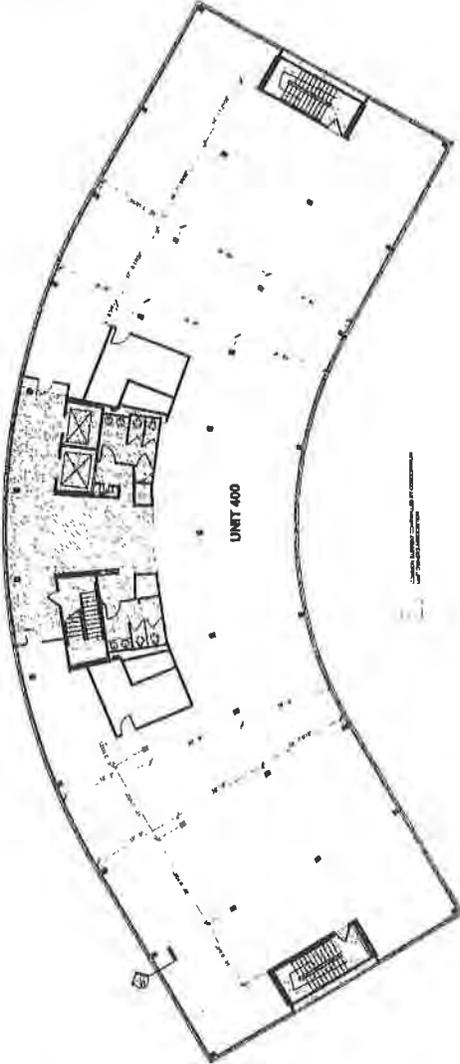
0-8-1

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT NO.: _____
 SHEET NO.: _____
 TOTAL SHEETS: _____
 SCALE: _____
 PROJECT NAME: _____
 CLIENT: _____
 ARCHITECT: _____
 ENGINEER: _____
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF VIRGINIA
 LICENSE NO. _____
 EXPIRES _____
 SEAL: _____
 TITLE: _____

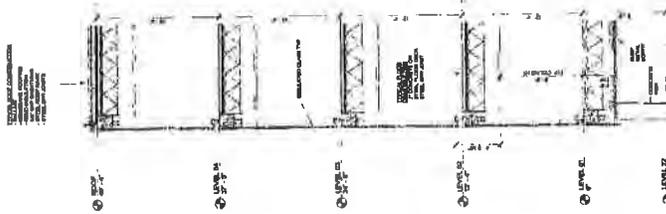
1939 ROLAND
 CLARK DRIVE,
 RESTON, VA

POND BUILDING

FOURTH FLOOR
 CONDO DOCUMENTS
 CD - 4



I HAVE REVIEWED THE ABOVE SET OF CONDO DOCUMENTS FOR THE PROJECT AND, IN COMPLIANCE WITH THE REQUIREMENTS OF THE VIRGINIA CONDO ACT, I HEREBY CERTIFY THAT I AM A LICENSED ARCHITECT AND REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF VIRGINIA.



1 TYP. SECTION @ EXTERIOR WALL

2350

Fairfax County Land Records Cover Sheet

Instruments

DECLARATION MODIFICATION

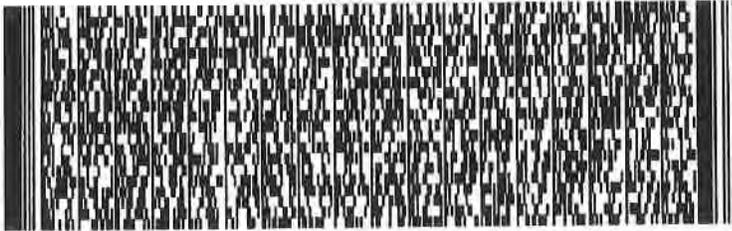
Grantor(s)

THE POND BUILDING, LLC_F_N, POND COMMERCIAL CONDOMINIUM BUILDING
ASSOCIATON_F_N

Grantee(s)

THE POND BUILDING, LLC_F_N, POND COMMERCIAL CONDOMINIUM BUILDING
ASSOCIATON_F_N

Consideration		Consideration %	100
Tax Exemption		Amount Not Taxed	
DEM Number		Tax Map Number	
Original Book	23500	Original Page	444
Title Company	WALKER TITLE LLC		Title Case
Property Descr.	UNIT 350 THE PONDS		
Certified	No	Copies	0
		Page Range	



Print Cover Sheet

272

Prepared by and return to: Roeder, Cochran & Haight, PLLC
8280 Greensboro Drive, Suite 601
McLean Va. 22102
Attention: William F. Roeder, Jr. (VSB#6225)

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE POND COMMERCIAL CONDOMINIUM BUILDING
AND AMENDMENT TO BYLAWS OF POND COMMERCIAL CONDOMINIUM
BUILDING CONDOMINIUM ASSOCIATION**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE POND COMMERCIAL CONDOMINIUM BUILDING AND AMENDMENT TO BYLAWS OF POND COMMERCIAL CONDOMINIUM BUILDING CONDOMINIUM ASSOCIATION ("Amendment") is dated and made effective as of the 20 day of June, 2014 by **THE POND BUILDING, LLC**, a Virginia limited liability company (Grantor for indexing purposes.)

WITNESSETH

WHEREAS, by Declaration of Condominium of The Pond Commercial Condominium Building dated December 10, 2013 and recorded among the land records of Fairfax County, Virginia (the "Land Records") in Deed Book 23500 at Page 0444 (the "Declaration") The Pond Building, LLC submitted certain real estate more particularly described therein to the provisions of Virginia Condominium Act, Va. Code Ann. Section 55-79.39 et seq. (the "Condominium Act") and created the Condominium known as "The Pond Commercial Condominium Building" (the "Condominium") The Condominium is comprised of commercial property and units only – there are no residential units nor will any residential units be constructed within the Condominium; and

WHEREAS, the Bylaws of the Pond Commercial Condominium Building Condominium Association (the "Bylaws") were recorded as an Exhibit C to the Declaration; and

WHEREAS, the "Declarant Control Period" as set forth in the Declaration as set Declaration remains in effect; and

WHEREAS, The Pond Building, LLC, with the consent of Winnebago Pond, LLC, a Virginia limited liability company, now desires to amend the Declaration; and

WHEREAS, Winnebago Pond, LLC, a Virginia limited liability company, as the sole mortgagee, having the right to consent to this Amendment, hereby consents to the Declaration as amended by this Amendment and subordinates its lien to the Declaration, as amended by this Amendment, by that certain consent agreement to be recorded with this Amendment.

NOW, THEREFORE, Pursuant to the Condominium Act, the Condominium Declaration and Bylaws are hereby amended as follows:

WALKER TITLE LLC
A#
CL

1. The foregoing recitals to this Amendment are all hereby incorporated in and made a part of this Amendment to the same extent as if herein set forth in full. Any terms used herein but not defined herein shall have the meaning described in the Declaration.

2. All references in text of the Declaration, but excluding headers on the Exhibits to the Declaration, to "Exhibit A-1", "Exhibit "A-2" and "Exhibit A-3" are hereby deleted and replaced with "Exhibit D".

3. All references in text of the Declaration, but excluding headers on the Exhibits to the Declaration, to "Exhibit B" are hereby deleted and replaced with "Exhibit A".

4. All references in text of the Declaration, but excluding headers on the Exhibits to the Declaration, to "Exhibit C" are hereby deleted and replaced with "Exhibit B".

5. All references in text of the Declaration, but excluding headers on the Exhibits to the Declaration, to "Exhibit D" are hereby deleted and replaced with "Exhibit C".

6. The following definitions are added to Article I of the Declaration:

Section 12. "***Mortgagee***" shall mean the holder of a note or other obligation secured by a deed of trust encumbering a Unit.

Section 13. "***Percentage Interest***" shall mean the respective percentage interest appurtenant to each Unit and representing the Unit's interest in Common Elements and voting interest and, except as otherwise provided in the Condominium Instruments, liability for Common Expenses. The Percentage Interest of each Unit is described on EXHIBIT A of the Declaration.

Section 14. "***Person***" shall have the meaning set forth in Va. Code §55-79.41.

Section 15. "***Plenum***" shall mean the space between the ceiling (the ceiling and grid are part of the Unit) of each Unit and floor of the Unit above it, or between the floor of a Unit and the ceiling of the Unit below it. In the event that there is no ceiling installed in a Unit, the Upper Horizontal Boundary, as hereinafter defined in Section 17 below, shall be used to measure the Plenum in lieu of the ceiling of said Unit.

Section 16. "***Rules and Regulations***" shall mean the rules and regulations adopted, and from time to time amended, by the Board of Directors pursuant to the Bylaws.

Section 17. "***Unit***" shall mean a portion of the Condominium located within a building designed and intended for individual

ownership and use. The vertical boundaries of each Unit shall be the vertical planes located and described for such Unit on the Plat and Plans extended to intersections with each other and with the upper and lower horizontal boundaries. The upper horizontal boundary shall be the horizontal plane of the finished ceiling (the ceiling and grid are part of the Unit). The lower horizontal boundary shall be the horizontal plane of the top surface of the undecorated concrete floor slab. A Unit shall consist of the areas bounded by the finished ceiling and the inside face of the walls that are adjacent to the building core walls and the center line of any demising walls between adjacent condominium units. In the event there is no finished ceiling (such as in mechanical and/or electrical rooms), the upper horizontal boundary shall be a horizontal plane eight and one half (8.5) feet in height (the "**Upper Horizontal Boundary**") when measured from the top surface of the undecorated concrete floor slab and extending across from the unfinished exterior walls. A finished ceiling means the drywall, paneling (i.e., acoustical tile) or sheetrock located beneath the bottom side of the concrete slab that constitutes the floor of the Unit above. An unfinished floor means the concrete slab that constitutes the floor of a Unit. A Unit shall include the windows, window frames and glass, shutters, awning, doorsteps, stoops and interior doors and door frames. A Unit shall further include fixtures and hardware and all improvements contained within the demising walls and floors and the finished ceiling. A Unit shall include any heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical or other utility services to a Unit and located within the finished ceiling and the demising walls and floors; provided, however, that a Unit shall not include any of the structural components of the building in which the Unit is located. A Unit shall not include utility or service lines located within columns, demising walls and floors and the finished ceiling that serve more than one Unit. Such utility or service lines shall be Limited Common Elements appurtenant to the Units served thereby. The Percentage Interests attached as **EXHIBIT A** is a list of all Units, their identifying numbers, and location (all as shown more fully on the Plats and Plans) of each Unit.

7. The location and dimensions of the Units on the third floor of the Condominium are depicted on the Schedule 1 attached hereto, which Schedule 1, is hereby substituted, with regard to the third floor only, for the description of the third floor contained on Exhibit D of the Declaration, and from and after the date hereof, Schedule 1 attached hereto shall be substituted for the third floor description contained in Exhibit D of the Declaration, for all purposes.

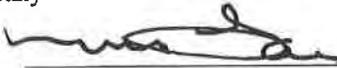
8. The Percentage Interest Table attached hereto as Schedule 2 is hereby substituted for the Exhibit A of the Declaration, and, from and after the date hereof Schedule 2 attached hereto shall be deemed to be the Percentage Interest Table Exhibit A of the Condominium, for all purposes.

4. Pursuant to Section 55-79.62 of the Condominium Act, the Bylaws are hereby amended to reflect the reallocation of Percentage Interests among the Unit Owners set forth in Exhibit "A" attached hereto.

{Signatures to follow}

WITNESS the following duly authorized signatures and seals

The Pond Building, LLC, a Virginia limited liability company

By: 
William H. Lauer, Manager

COMMONWEALTH OF VIRGINIA:
COUNTY OF FAIRFAX:

The foregoing instrument was acknowledged before me this 19th day of June, 2014 by William H. Lauer, as Manager of The Pond Building, LLC, a Virginia limited liability company, on behalf of the corporation.


Notary Public

My commission expires: September 30, 2017
My registration number: 7249990



**CONSENT OF MORTGAGEE TO
FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE POND COMMERCIAL CONDOMINIUM BUILDING**

THIS CONSENT OF MORTGAGEE is made as this 20 day of June, 2013 by WINNEBAGO POND, LLC, a Virginia limited liability company, ("Mortgagee") and WALKER TITLE, LLC, a Virginia limited liability company, Trustee ("Trustee").

WITNESSETH THAT

The undersigned Mortgagee, as beneficiary under a certain Deed of Trust dated December 13, 2013 of and recorded among the Land Records of Fairfax County, Virginia, as the same may be amended or supplemented from time to time (the "Deed of Trust"), hereby consents to: (1) The execution and recordation of the First Amendment to Declaration of Condominium of The Pond Commercial Condominium Building and Amendment to Bylaws of Pond Commercial Condominium Building Condominium Association (the "Amendment"), and (2) the subordination of the Deed of Trust to the Amendment and, for such purposes, hereby directs the Trustee under the Mortgage to join in the execution delivery hereof.

MORTGAGEE

WINNEBAGO POND, LLC, a Virginia limited liability company

By: *Matt Walker*
Name: *Matt Walker*
Title: *Managing Member*

I the undersigned, a Notary Public in and for the jurisdiction aforesaid do hereby certify that *Matt Walker*, as *Managing Member* of WINNEBAGO POND, LLC, a Virginia limited liability company, whose name is signed to the foregoing Consent of Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the corporation.

GIVEN under my hand and seal on *June 19*, 2014

Jorge A. Carver [SEAL]
Notary Public



My commission expires: *Jan. 31, 2016*
My Registration Number: *244591*

TRUSTEE

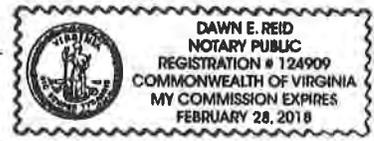
WALKER TITLE, LLC, a Virginia limited liability company

By: [Signature]
Name: [Signature]
Title: _____

I the undersigned, a Notary Public in and for the jurisdiction aforesaid do hereby certify that [Signature] as V.P. of WALKER TITLE, LLC, a Virginia limited liability company, Trustee, whose name is signed to the foregoing Consent of Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the corporation.

GIVEN under my hand and seal on June 20th, 2014
[Signature]
Notary Public

My commission expires: 2/28/2018



Schedule 2

PERCENTAGE INTERESTS TABLE

Unit No.	Size (Gross)	Percentage Interest
UNIT 100	5,321	11.20%
UNIT 110	5,479	11.54%
UNIT 200	12,286	25.87%
UNIT 300	6,408	13.49%
UNIT 320	2,772	5.84%
UNIT 330	1,207	2.54%
UNIT 350	1,661	3.50%
UNIT 400	12,359	26.02%
TOTAL	47,493	100%

NOTES:

- (1) The Identifying number for each condominium unit consists of the tenant unit number as set forth above. The identifying number is a sufficient legal description of the condominium Unit for all purposes when set forth together with the name of the Condominium, the name of the jurisdiction in which the Condominium is situated and the deed book and page number where the first page of the Declaration is recorded (along with any amendments thereto)
- (2) Percentage Interest per Unit has been determined by taking the ratio of the net size of each Unit to the total net size of all Units in the Condominium. The calculation of Percentage Interests has been rounded. The Percentage Interest shown for each Unit is subject to change if Declarant or the Board of Directors, at the request of any Unit Owner, changes the Percentage Interests allocated to a Unit pursuant to the procedures set forth in section 55-79.69 or 55-79.70 of the Condominium Act as permitted by the Bylaws of the Condominium.
- (3) The Percentage Interest also is the percentage appurtenant to each Unit for common expense liability and voting.

8

06/23/2014
RECORDED FAIRFAX CO VA
TESTE
CLERK

Fairfax County Circuit Court DMZ Cover Sheet v2.1

Instruments

DECLARATION MODIFICATION

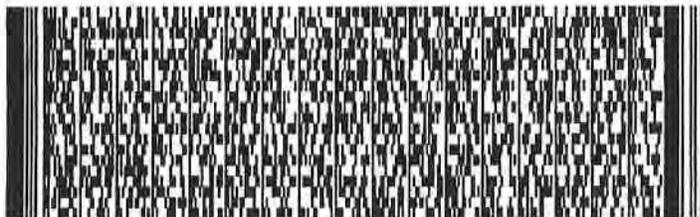
Grantor(s)

THE POND BUILDING, LLC_I_N

Grantee(s)

WALKER TITLE, LLC_F_T

Consideration	47493.000	Consideration %	100
Tax Exemption		Amount Not Taxed	
DEM Number		Tax Map Number	017-4- -34- -0110-
Original Book		Original Page	
Title Company	WALKER TITLE	Title Case	A1400984CL
Property Descr.	UNIT 120, THE POND COMMERCIAL CONDO		
Certified	NO	Copies	0
		Page Range	



230

Prepared by and return to: Roeder & Cochran, PLLC
8280 Greensboro Drive, Suite 601
McLean, Virginia 22102
Attention: Robert G. Deal (VSB#70938)

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE POND COMMERCIAL CONDOMINIUM BUILDING
AND AMENDMENT TO BYLAWS OF POND COMMERCIAL CONDOMINIUM
BUILDING CONDOMINIUM ASSOCIATION**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE POND COMMERCIAL CONDOMINIUM BUILDING AND AMENDMENT TO BYLAWS OF POND COMMERCIAL CONDOMINIUM BUILDING CONDOMINIUM ASSOCIATION ("Second Amendment") is dated and made effective as of the 14 day of December, 2014 by **THE POND BUILDING, LLC**, a Virginia limited liability company ("Grantor" or "Declarant") (Grantor for indexing purposes.)

WITNESSETH

WHEREAS, by Declaration of Condominium of The Pond Commercial Condominium Building dated December 10, 2013 and recorded among the land records of Fairfax County, Virginia (the "Land Records") in Deed Book 23500 at Page 0444, The Pond Building, LLC, as Declarant, submitted certain real estate more particularly described therein to the provisions of Virginia Condominium Act, Va. Code Ann. Section 55-79.39 et seq. (the "Condominium Act") and created the Condominium known as "The Pond Commercial Condominium Building" (the "Condominium"), which Declaration was amended by that certain First Amendment to Declaration of Condominium of The Pond Commercial Condominium Building and Amendment to Bylaws of Pond Commercial Condominium Building Condominium Association dated June 20, 2014, and recorded among the Land Records in Deed Book 23696 at Page 1185 (collectively the "Declaration"). The Condominium is comprised of commercial property and units only – there are no residential units nor will any residential units be constructed within the Condominium; and

WALKER TITLE LLC
A#
CL

WHEREAS, the Bylaws of the Pond Commercial Condominium Building Condominium Association (the "Bylaws") were recorded as an Exhibit C to the Declaration; and

WHEREAS, the "Declarant Control Period" as set forth in the Declaration as set Declaration remains in effect; and

WHEREAS, the Grantor, with the consent of Winnebago Pond, LLC, a Virginia limited liability company, now desires to amend the Declaration to relocate certain boundaries between Units which are owned by Grantor; and

WHEREAS, Winnebago Pond, LLC, a Virginia limited liability company, as the sole mortgagee, having the right to consent to this Amendment, hereby consents to the Declaration as

1

amended by this Amendment and subordinates its lien to the Declaration, as amended by this Amendment, by that certain consent agreement to be recorded with this Second Amendment.

NOW, THEREFORE, pursuant to the Condominium Act and the Declaration, the foregoing recitals are incorporated into the body of this Second Amendment as if fully restated herein, and the Declaration and Bylaws are amended as follows:

1. The location and dimensions of the Units on the first floor of the Condominium are depicted on Schedule 1 attached hereto, which Schedule 1, is hereby substituted, with regard to the first floor only, for the description of the first floor contained on Exhibit D of the Declaration, and from and after the date hereof, Schedule 1 attached hereto shall be substituted for the first floor description contained in Exhibit D of the Declaration, for all purposes.

2. The Percentage Interest Table attached hereto as Schedule 2 is hereby substituted for the Exhibit A of the Declaration, and, from and after the date hereof Schedule 2 attached hereto shall be deemed to be the Percentage Interest Table Exhibit A of the Condominium, for all purposes.

3. Pursuant to Section 55-79.62 of the Condominium Act, the Bylaws are hereby amended to reflect the reallocation of Percentage Interests among the Unit Owners set forth in Schedule 2 attached hereto.

This Second Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same document, notwithstanding that all the parties are not signatory to the original or the same counterpart.

WITNESS the following duly authorized signatures and seals

THE POND BUILDING, LLC, a Virginia limited liability company, Declarant

By: [Signature]
William H. Lauer, Manager

COMMONWEALTH OF VIRGINIA:
COUNTY OF Stafford :

The foregoing instrument was acknowledged before me this 16 day of December, 2014 by William H. Lauer, as Manager of The Pond Building, LLC, a Virginia limited liability company, on behalf of the corporation.

[Signature]
Notary Public



My commission expires: 4-30-18
My registration number: 271173

7

**CONSENT OF MORTGAGEE TO
SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE POND COMMERCIAL CONDOMINIUM BUILDING**

THIS CONSENT OF MORTGAGEE is made as this 16 day of December, 2014 by WINNEBAGO POND, LLC, a Virginia limited liability company, ("Mortgagee") and WALKER TITLE, LLC, a Virginia limited liability company, Trustee ("Trustee").

WITNESSETH THAT

The undersigned Mortgagee, as beneficiary under a certain Deed of Trust dated December 13, 2013 of and recorded among the Land Records of Fairfax County, Virginia, as the same may be amended or supplemented from time to time (the "Deed of Trust"), hereby consents to: (1) The execution and recordation of the Second Amendment to Declaration of Condominium of The Pond Commercial Condominium Building and Amendment to Bylaws of Pond Commercial Condominium Building Condominium Association (the "Amendment"), and (2) the subordination of the Deed of Trust to the Amendment and, for such purposes, hereby directs the Trustee under the Mortgage to join in the execution delivery hereof.

MORTGAGEE

WINNEBAGO POND, LLC, a Virginia limited liability company

By: Matthew E. Webb
Name: Matthew Webb
Title: Managing Member

I the undersigned, a Notary Public in and for the jurisdiction aforesaid do hereby certify that Matthew E. Webb as Managing Member of WINNEBAGO POND, LLC, a Virginia limited liability company, whose name is signed to the foregoing Consent of Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the corporation.

GIVEN under my hand and seal on December 15, 2014

Joseph A. Caruso [SEAL]
Notary Public

My commission expires: Jan. 31, 2016
My Registration Number: 244591



TRUSTEE

WALKER TITLE, LLC, a Virginia limited liability company

By: [Signature]
Name: Cheryl Jones
Title: V.P.

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid do hereby certify that Cheryl Jones, as V.P. of WALKER TITLE, LLC, a Virginia limited liability company, Trustee, whose name is signed to the foregoing Consent of Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the corporation.

GIVEN under my hand and seal on Dec. 14, 2014

[Signature] [SEAL]
Notary Public

My commission expires: _____

David A. Green
NOTARY PUBLIC
Commonwealth of Virginia
My Commission Expires 2/28/2018
ID # 123882

4

Schedule 1

Plot

Schedule 2

PERCENTAGE INTERESTS TABLE

Unit No.	Size (Gross)	Percentage Interest
UNIT 110	2,302	4.85%
UNIT 100	5,320	11.20%
Unit 120	3,178	6.69%
UNIT 200	12,286	25.87%
UNIT 300	6,408	13.49%
UNIT 320	2,772	5.84%
UNIT 330	1,207	2.54%
UNIT 350	1,661	3.50%
UNIT 400	12,359	26.02%
TOTAL	47,493	100%

NOTES:

- (1) The identifying number for each condominium unit consists of the tenant unit number as set forth above. The identifying number is a sufficient legal description of the condominium Unit for all purposes when set forth together with the name of the Condominium, the name of the jurisdiction in which the Condominium is situated and the deed book and page number where the first page of the Declaration is recorded (along with any amendments thereto)
- (2) Percentage Interest per Unit has been determined by taking the ratio of the net size of each Unit to the total net size of all Units in the Condominium. The calculation of Percentage Interests has been rounded. The Percentage Interest shown for each Unit is subject to change if Declarant or the Board of Directors, at the request of any Unit Owner, changes the Percentage Interests allocated to a Unit pursuant to the procedures set forth in section 55-79.69 or 55-79.70 of the Condominium Act as permitted by the Bylaws of the Condominium.
- (3) The Percentage Interest also is the percentage appurtenant to each Unit for common expense liability and voting.

u

DATE	DESCRIPTION
12/14/11	ISSUED FOR PERMITS
12/14/11	ISSUED FOR CLIENT REVIEW
12/14/11	ISSUED FOR RECORDS

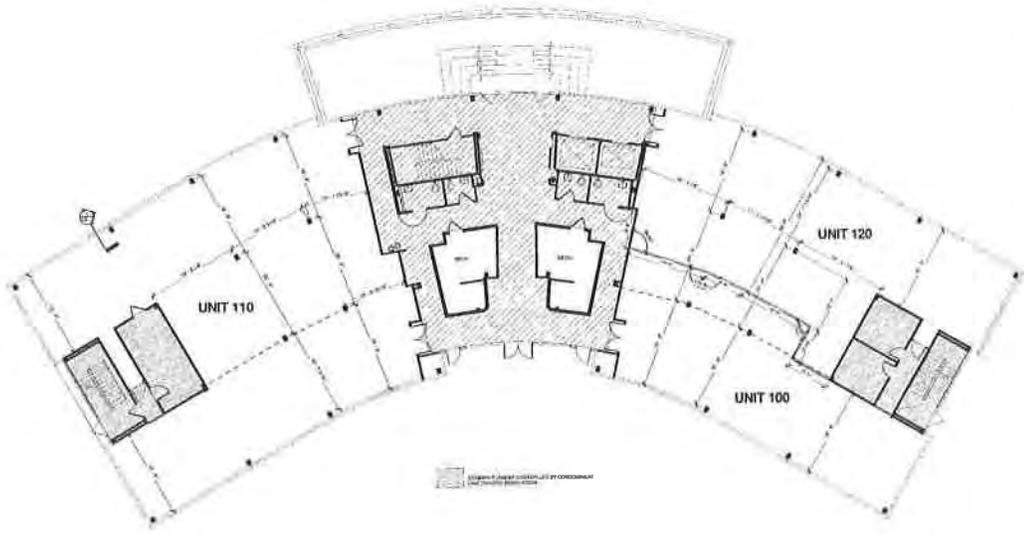
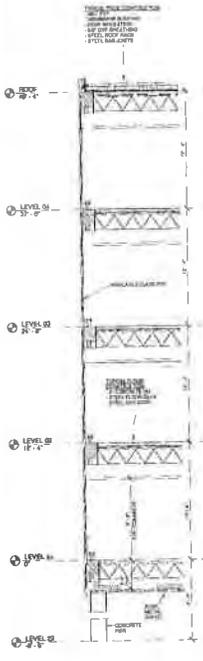
Owner _____
 Designer _____
 Project Manager _____
 BART
 Architect _____
 C/P _____
 Stamp _____



Location _____
1939 ROLAND CLARK DRIVE, RESTON, VA

Project _____
POND BUILDING

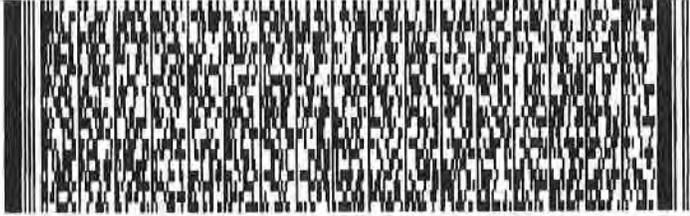
Client _____
 Address _____
 City _____
 State _____
FIRST FLOOR CONDO DOCUMENTS
 Sheet _____
CD - 1



1 TYPICAL SECTION @ EXTERIOR WALL
 CD - 1

I, DAVID STONE, a duly licensed architect in the Commonwealth of Virginia, do hereby certify that these plans comply with all the applicable laws, codes and regulations of the State of Virginia and the County of Loudoun, Virginia, and that I am a duly licensed architect in the Commonwealth of Virginia.
 DAVID STONE ARCHITECTS
 DATE

Fairfax County Land Records Cover Sheet



Consideration		Consideration/Actual Value %	100	
Actual/Assessed Value	Tax Exemption		Amount Not Taxed	
Code Section				
DEM Number		Tax Map Number		
Original Book	23500	Original Page	444	
Title Company	WALKER TITLE LLC		Title Case	
Property Descr.	THE PONDS COMMERCIAL CONDOMINIUM		Multiple Lots?	No
Return to Party - Name:	Address:			
Certified	No	Copies	0	Page Range

Instruments

DECLARATION MODIFICATION

Grantor(s)

THE POND BUILDING LLC_F_N

Grantee(s)

THE POND BUILDING LLC_F_N

Print Cover Sheet 1

109

Prepared by and return to:

Dunlap, Bennett & Ludwig PLLC
8300 Boone Boulevard, Suite 225
Vienna, Virginia 22182
Attention: Robert G. Deal (VSB#70938)

tax #
017-4-34-0320

**THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE POND COMMERCIAL CONDOMINIUM BUILDING
AND AMENDMENT TO BYLAWS OF POND COMMERCIAL CONDOMINIUM
BUILDING CONDOMINIUM ASSOCIATION**

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE POND COMMERCIAL CONDOMINIUM BUILDING AND AMENDMENT TO BYLAWS OF POND COMMERCIAL CONDOMINIUM BUILDING CONDOMINIUM ASSOCIATION ("Third Amendment") is dated and made effective as of the 14 day of October, 2015 by **THE POND BUILDING, LLC**, a Virginia limited liability company ("Grantor" or "Declarant") (Grantor for indexing purposes.)

WITNESSETH

WHEREAS, by Declaration of Condominium of The Pond Commercial Condominium Building dated December 10, 2013 and recorded among the land records of Fairfax County, Virginia (the "Land Records") in Deed Book 23500 at Page 0444, The Pond Building, LLC, as Declarant, submitted certain real estate more particularly described therein to the provisions of Virginia Condominium Act, Va. Code Ann. Section 55-79.39 et seq. (the "Condominium Act") and created the Condominium known as "The Pond Commercial Condominium Building" (the "Condominium"), which Declaration was amended by that certain First Amendment to Declaration of Condominium of The Pond Commercial Condominium Building and Amendment to Bylaws of Pond Commercial Condominium Building Condominium Association dated June 20, 2014, and recorded among the Land Records in Deed Book 23696 at Page 1185, and by that certain Second Amendment to Declaration of Condominium of The Pond Commercial Condominium Building and Amendment to Bylaws of Pond Commercial Condominium Building Condominium Association dated December 16, 2014, and recorded among the Land Records in Deed Book 23908 at Page 0299 (collectively the "Declaration"). The Condominium is comprised of commercial property and units only – there are no residential units nor will any residential units be constructed within the Condominium; and

WHEREAS, the Bylaws of the Pond Commercial Condominium Building Condominium Association (the "Bylaws") were recorded as an Exhibit C to the Declaration; and

WHEREAS, the "Declarant Control Period" as set forth in the Declaration as set Declaration remains in effect; and

WHEREAS, the Grantor, with the consent of Winnebago Pond, LLC, a Virginia limited liability company, now desires to amend the Declaration to relocate certain boundaries between Units which are owned by Grantor; and

WHEREAS, Winnebago Pond, LLC, a Virginia limited liability company, as the sole mortgagee, having the right to consent to this Amendment, hereby consents to the Declaration as amended by this Amendment and subordinates its lien to the Declaration, as amended by this Amendment, by that certain consent agreement to be recorded with this Third Amendment.

NOW, THEREFORE, pursuant to the Condominium Act and the Declaration, the foregoing recitals are incorporated into the body of this Third Amendment as if fully restated herein, and the Declaration and Bylaws are amended as follows:

1. The location and dimensions of the Units on the third floor of the Condominium are depicted on Schedule 1 attached hereto, which Schedule 1, is hereby substituted, with regard to the third floor only, for the description of the third floor contained on Exhibit D of the Declaration, and from and after the date hereof, Schedule 1 attached hereto shall be substituted for the third floor description contained in Exhibit D of the Declaration, for all purposes.

2. The Percentage Interest Table attached hereto as Schedule 2 is hereby substituted for the Exhibit A of the Declaration, and, from and after the date hereof Schedule 2 attached hereto shall be deemed to be the Percentage Interest Table Exhibit A of the Condominium, for all purposes.

3. Pursuant to Section 55-79.62 of the Condominium Act, the Bylaws are hereby amended to reflect the reallocation of Percentage Interests among the Unit Owners set forth in Schedule 2 attached hereto.

This Third Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same document, notwithstanding that all the parties are not signatory to the original or the same counterpart.

WITNESS the following duly authorized signatures and seals

THE POND BUILDING, LLC, a Virginia limited liability company, Declarant

By: Rosemary Bauer
~~Bang Trinh~~, Manager

COMMONWEALTH OF VIRGINIA:
COUNTY OF Fairfax:

The foregoing instrument was acknowledged before me this 16 day of October, 2015 by Bang Trinh, as Manager of The Pond Building, LLC, a Virginia limited liability company, on behalf of the corporation.

My commission expires: 4-30-18
My registration number: 271173

Gherie Long
Notary Public



**CONSENT OF MORTGAGEE TO
THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE POND COMMERCIAL CONDOMINIUM BUILDING**

THIS CONSENT OF MORTGAGEE is made as this 16 day of October, 2015 by WINNEBAGO POND, LLC, a Virginia limited liability company, ("Mortgagee") and WALKER TITLE, LLC, a Virginia limited liability company, Trustee ("Trustee").

WITNESSETH THAT

The undersigned Mortgagee, as beneficiary under a certain Deed of Trust dated December 13, 2013 of and recorded among the Land Records of Fairfax County, Virginia, as the same may be amended or supplemented from time to time (the "Deed of Trust"), hereby consents to: (1) The execution and recordation of the Third Amendment to Declaration of Condominium of The Pond Commercial Condominium Building and Amendment to Bylaws of Pond Commercial Condominium Building Condominium Association (the "Amendment"), and (2) the subordination of the Deed of Trust to the Amendment and, for such purposes, hereby directs the Trustee under the Mortgage to join in the execution delivery hereof.

MORTGAGEE

WINNEBAGO POND, LLC, a Virginia limited liability company

By: Matthew E. Weber
Name: Matthew E. Weber
Title: Managing Member

I the undersigned, a Notary Public in and for the jurisdiction aforesaid do hereby certify that Matthew E. Weber as Managing Member of WINNEBAGO POND, LLC, a Virginia limited liability company, whose name is signed to the foregoing Consent of Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the corporation.

GIVEN under my hand and seal on Oct. 16, 2015

Joyce A. Carver (SEAL)
Notary Public

My commission expires:
My Registration Number:

Jan 31, 2016
244591



TRUSTEE

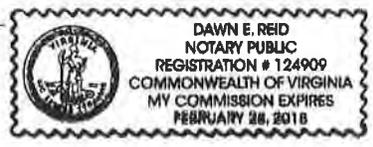
WALKER TITLE, LLC, a Virginia limited liability company

By: [Signature]
Name: Cherie Long
Title: V.P.

I the undersigned, a Notary Public in and for the jurisdiction aforesaid do hereby certify that Cherie Long as V.P. of WALKER TITLE, LLC, a Virginia limited liability company, Trustee, whose name is signed to the foregoing Consent of Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the corporation.

GIVEN under my hand and seal on October 16th, 2015
[Signature] [SEAL]
Notary Public

My commission expires: 2/28/2018



PERCENTAGE INTERESTS TABLE

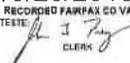
Unit No.	Size (Gross)	Percentage Interest
UNIT 110	2,302	4.85%
UNIT 100	5,320	11.20%
Unit 120	3,178	6.69%
UNIT 200	12,286	25.87%
UNIT 300	6,408	13.49%
UNIT 310	1,376	2.90%
UNIT 340	1,396	2.94%
UNIT 330	1,207	2.54%
UNIT 350	1,661	3.50%
UNIT 400	12,359	26.02%
TOTAL	47,493	100%

NOTES:

- (1) The identifying number for each condominium unit consists of the tenant unit number as set forth above. The identifying number is a sufficient legal description of the condominium Unit for all purposes when set forth together with the name of the Condominium, the name of the jurisdiction in which the Condominium is situated and the deed book and page number where the first page of the Declaration is recorded (along with any amendments thereto)
- (2) Percentage Interest per Unit has been determined by taking the ratio of the net size of each Unit to the total net size of all Units in the Condominium. The calculation of Percentage Interests has been rounded. The Percentage Interest shown for each Unit is subject to change if Declarant or the Board of Directors, at the request of any Unit Owner, changes the Percentage Interests allocated to a Unit pursuant to the procedures set forth in section 55-79.69 or 55-79.70 of the Condominium Act as permitted by the Bylaws of the Condominium.
- (3) The Percentage Interest also is the percentage appurtenant to each Unit for common expense liability and voting.

5

PLAT ATTACHED

10/20/2015
 RECORDED FAIRFAX CO VA
 TESTE: 
 CLERK

Prepared by and return to:

Dunlap, Bennett & Ludwig PLLC
8300 Boone Boulevard, Suite 550
Vienna, Virginia 22182
Attention: Robert G. Deal (VSB#70938)

PJ. 9/1
- 1/26 # 017-4-34-0100A

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE POND COMMERCIAL CONDOMINIUM BUILDING
AND AMENDMENT TO BYLAWS OF POND COMMERCIAL CONDOMINIUM
BUILDING CONDOMINIUM ASSOCIATION**

THIS FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE POND COMMERCIAL CONDOMINIUM BUILDING AND AMENDMENT TO BYLAWS OF POND COMMERCIAL CONDOMINIUM BUILDING CONDOMINIUM ASSOCIATION ("Fourth Amendment") is dated and made effective as of the 25 day of Feb., 2016 by **THE POND BUILDING, LLC**, a Virginia limited liability company ("Grantor" or "Declarant") (Grantor for indexing purposes.)

WITNESSETH

WHEREAS, by Declaration of Condominium of The Pond Commercial Condominium Building dated December 10, 2013 and recorded among the land records of Fairfax County, Virginia (the "Land Records") in Deed Book 23500 at Page 0444, The Pond Building, LLC, as Declarant, submitted certain real estate more particularly described therein to the provisions of Virginia Condominium Act, Va. Code Ann. Section 55-79.39 et seq. (the "Condominium Act") and created the Condominium known as "The Pond Commercial Condominium Building" (the "Condominium"), which Declaration was amended by that certain First Amendment to Declaration of Condominium of The Pond Commercial Condominium Building and Amendment to Bylaws of Pond Commercial Condominium Building Condominium Association dated June 20, 2014, and recorded among the Land Records in Deed Book 23696 at Page 1185, and by that certain Second Amendment to Declaration of Condominium of The Pond Commercial Condominium Building and Amendment to Bylaws of Pond Commercial Condominium Building Condominium Association dated December 16, 2014, and recorded among the Land Records in Deed Book 23908 at Page 0299, and by that certain Third Amendment to Declaration of Condominium of The Pond Commercial Condominium Building and Amendment to Bylaws of Pond Commercial Condominium Building Condominium Association dated October 16, 2015, and recorded among the Land Records in Deed Book 24330 at Page 2050 (collectively the "Declaration"). The Condominium is comprised of commercial property and units only – there are no residential units nor will any residential units be constructed within the Condominium; and

WHEREAS, the Bylaws of the Pond Commercial Condominium Building Condominium Association (the "Bylaws") were recorded as an Exhibit C to the Declaration; and

WHEREAS, the "Declarant Control Period" as set forth in the Declaration as set Declaration remains in effect; and

Prepared by and return to:

Dunlap, Bennett & Ludwig PLLC
8300 Boone Boulevard, Suite 550
Vienna, Virginia 22182
Attention: Robert G. Deal (VSB#70938)

PJ. 9/1
Title # 017-4-34-0100A

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE POND COMMERCIAL CONDOMINIUM BUILDING
AND AMENDMENT TO BYLAWS OF POND COMMERCIAL CONDOMINIUM
BUILDING CONDOMINIUM ASSOCIATION**

THIS FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE POND COMMERCIAL CONDOMINIUM BUILDING AND AMENDMENT TO BYLAWS OF POND COMMERCIAL CONDOMINIUM BUILDING CONDOMINIUM ASSOCIATION (“Fourth Amendment”) is dated and made effective as of the 25 day of Feb., 2016 by **THE POND BUILDING, LLC**, a Virginia limited liability company (“Grantor” or “Declarant”) (Grantor for indexing purposes.)

WITNESSETH

WHEREAS, by Declaration of Condominium of The Pond Commercial Condominium Building dated December 10, 2013 and recorded among the land records of Fairfax County, Virginia (the “Land Records”) in Deed Book 23500 at Page 0444, The Pond Building, LLC, as Declarant, submitted certain real estate more particularly described therein to the provisions of Virginia Condominium Act, Va. Code Ann. Section 55-79.39 et seq. (the “Condominium Act”) and created the Condominium known as “The Pond Commercial Condominium Building” (the “Condominium”), which Declaration was amended by that certain First Amendment to Declaration of Condominium of The Pond Commercial Condominium Building and Amendment to Bylaws of Pond Commercial Condominium Building Condominium Association dated June 20, 2014, and recorded among the Land Records in Deed Book 23696 at Page 1185, and by that certain Second Amendment to Declaration of Condominium of The Pond Commercial Condominium Building and Amendment to Bylaws of Pond Commercial Condominium Building Condominium Association dated December 16, 2014, and recorded among the Land Records in Deed Book 23908 at Page 0299, and by that certain Third Amendment to Declaration of Condominium of The Pond Commercial Condominium Building and Amendment to Bylaws of Pond Commercial Condominium Building Condominium Association dated October 16, 2015, and recorded among the Land Records in Deed Book 24330 at Page 2050 (collectively the “Declaration”). The Condominium is comprised of commercial property and units only – there are no residential units nor will any residential units be constructed within the Condominium; and

WHEREAS, the Bylaws of the Pond Commercial Condominium Building Condominium Association (the “Bylaws”) were recorded as an Exhibit C to the Declaration; and

WHEREAS, the “Declarant Control Period” as set forth in the Declaration as set Declaration remains in effect; and

WHEREAS, the Grantor, with the consent of Winnebago Pond, LLC, a Virginia limited liability company, now desires to amend the Declaration to relocate certain boundaries between Units which are owned by Grantor; and

WHEREAS, Winnebago Pond, LLC, a Virginia limited liability company, as the sole mortgagee, having the right to consent to this Amendment, hereby consents to the Declaration as amended by this Amendment and subordinates its lien to the Declaration, as amended by this Fourth Amendment, by that certain consent agreement to be recorded with this Fourth Amendment.

NOW, THEREFORE, pursuant to the Condominium Act and the Declaration, the foregoing recitals are incorporated into the body of this Fourth Amendment as if fully restated herein, and the Declaration and Bylaws are amended as follows:

1. The location and dimensions of the Units on the first floor of the Condominium are depicted on Schedule 1 attached hereto, which Schedule 1, is hereby substituted, with regard to the first floor only, for the description of the first floor contained on Exhibit D of the Declaration, and from and after the date hereof, Schedule 1 attached hereto shall be substituted for the first floor description contained in Exhibit D of the Declaration, for all purposes.

2. The Percentage Interest Table attached hereto as Schedule 2 is hereby substituted for the Exhibit A of the Declaration, and, from and after the date hereof Schedule 2 attached hereto shall be deemed to be the Percentage Interest Table Exhibit A of the Condominium, for all purposes.

3. Pursuant to Section 55-79.62 of the Condominium Act, the Bylaws are hereby amended to reflect the reallocation of Percentage Interests among the Unit Owners set forth in Schedule 2 attached hereto.

This Fourth Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same document, notwithstanding that all the parties are not signatory to the original or the same counterpart.

{Signatures to follow}

WITNESS the following duly authorized signatures and seals

THE POND BUILDING, LLC, a Virginia limited liability company, Declarant

By: *Rosemary Mauzer*
Bang Trinh, Manager
Rosemary Mauzer

COMMONWEALTH OF VIRGINIA:
COUNTY OF *Fairfax* :

Rosemary Mauzer The foregoing instrument was acknowledged before me this *25* day of February, 2016 by *Bang Trinh*, as Manager of The Pond Building, LLC, a Virginia limited liability company, on behalf of the corporation.

[Signature]
Notary Public

My commission expires: *4-30-18*
My registration number: *271173*



**CONSENT OF MORTGAGEE TO
THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE POND COMMERCIAL CONDOMINIUM BUILDING**

THIS CONSENT OF MORTGAGEE is made as this ____ day of _____, 2016, by WINNEBAGO POND, LLC, a Virginia limited liability company, ("Mortgagee") and WALKER TITLE, LLC, a Virginia limited liability company, Trustee ("Trustee").

WITNESSETH THAT

The undersigned Mortgagee, as beneficiary under a certain Deed of Trust dated December 13, 2013 of and recorded among the Land Records of Fairfax County, Virginia, as the same may be amended or supplemented from time to time (the "Deed of Trust"), hereby consents to: (1) The execution and recordation of the Fourth Amendment to Declaration of Condominium of The Pond Commercial Condominium Building and Amendment to Bylaws of Pond Commercial Condominium Building Condominium Association (the "Amendment"), and (2) the subordination of the Deed of Trust to the Amendment and, for such purposes, hereby directs the Trustee under the Mortgage to join in the execution delivery hereof.

MORTGAGEE

WINNEBAGO POND, LLC, a Virginia limited liability company

By: *Matt Weber*
Name: Matt Weber
Title: Manager

I the undersigned, a Notary Public in and for the jurisdiction aforesaid do hereby certify that Matt Weber, as Manager of WINNEBAGO POND, LLC, a Virginia limited liability company, whose name is signed to the foregoing Consent of Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the corporation.

GIVEN under my hand and seal on Feb 25, 2016

Joyce A. Carver [SEAL]
Notary Public

My commission expires: 1/31/20
My Registration Number: 244591



TRUSTEE

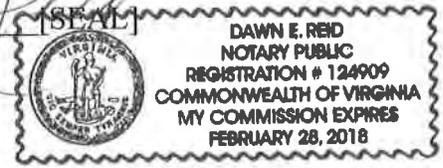
WALKER TITLE, LLC, a Virginia limited liability company

By: *[Signature]*
Name: *Cheryl King*
Title: *V.P.*

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid do hereby certify that *Cheryl King*, as *V.P.* of WALKER TITLE, LLC, a Virginia limited liability company, Trustee, whose name is signed to the foregoing Consent of Mortgagee, has acknowledged the same before me in the aforesaid jurisdiction as an authorized officer of the corporation.

GIVEN under my hand and seal on *Feb-25*, 2016
[Signature]
Notary Public

My commission expires: *2/28/2018*



Schedule 2

PERCENTAGE INTERESTS TABLE

Unit No.	Size (Gross)	Percentage Interest
UNIT 110	2,302	4.85%
UNIT 100	2,995	6.31%
UNIT 150	2,325	4.90%
Unit 120	3,178	6.69%
UNIT 200	12,286	25.87%
UNIT 300	6,408	13.49%
UNIT 310	1,376	2.90%
UNIT 340	1,396	2.94%
UNIT 330	1,207	2.54%
UNIT 350	1,661	3.50%
UNIT 400	12,359	26.02%
TOTAL	47,493	100%

NOTES:

- (1) The identifying number for each condominium unit consists of the tenant unit number as set forth above. The identifying number is a sufficient legal description of the condominium Unit for all purposes when set forth together with the name of the Condominium, the name of the jurisdiction in which the Condominium is situated and the deed book and page number where the first page of the Declaration is recorded (along with any amendments thereto)
- (2) Percentage Interest per Unit has been determined by taking the ratio of the net size of each Unit to the total net size of all Units in the Condominium. The calculation of Percentage Interests has been rounded. The Percentage Interest shown for each Unit is subject to change if Declarant or the Board of Directors, at the request of any Unit Owner, changes the Percentage Interests allocated to a Unit pursuant to the procedures set forth in section 55-79.69 or 55-79.70 of the Condominium Act as permitted by the Bylaws of the Condominium.
- (3) The Percentage Interest also is the percentage appurtenant to each Unit for common expense liability and voting.