

MASTER DEED

In the County of Fairfax, and Commonwealth of Virginia, on this 2nd day of May, 1974, Bennett of Virginia, Inc., hereinafter called "Grantor," a corporation organized and existing under the laws of the State of Virginia and qualified to do business in the Commonwealth of Virginia, represented in this Deed by JAMES J. DRISCOLL, President of Bennett of Virginia, Inc., who is fully empowered and qualified to execute this Deed on behalf of said corporation, does hereby publish and declare that the property hereinafter described is hereby submitted to the regime established by Chapter 4.1, Title 55, Code of Virginia 1950, as amended, and known as the "Horizontal Property Act" (the "Act") to be henceforth known as WOODWINDS and is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, uses, litigations, and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into Apartments, Patio Homes, and Townhouses as hereinafter defined, and shall deemed to run with the Property and shall be a burden and a benefit to the Grantor, its successors and assigns, and any persons acquiring or owning an interest in the Apartments, Patio Homes, or Townhouses (as hereinafter defined), the Property and improvements and their grantees, successors, heirs, executors, administrators, devisees, and assigns:

FIRST: That Grantor owns the following property situate in Reston, Fairfax County, Commonwealth of Virginia, which is described on SCHEDULE "A," annexed hereto and incorporated herein and recorded in the Office of the Clerk of the Circuit Court of Fairfax County, in Deed Book 3755, at page 33, and which, together with the improvements erected and to be erected thereon, and the rights, privileges, and appurtenances to the same belonging, is sometimes herein collectively referred to as the "Property."

SECOND: That Grantor is constructing on the Property a project known as WOODWINDS, according to a Site Plan attached hereto as Exhibit "A" and made a part hereof, which was approved by the appropriate agencies of Fairfax County,

Commonwealth of Virginia, on the 27th day of April, 1973, and which further include an Identification Plat which identifies the Apartments, Patio Homes, and Townhouses to be constructed.

THIRD: That the said Project consists of eleven (11) building groups. Building group numbered one (1) contains two [2] Patio Homes and four [4] Townhouses; building group numbered two (2) contains two [2] Patio Homes and four [4] Townhouses; building group numbered three (3) contains two [2] Patio Homes and four [4] Townhouses; building group numbered four (4) contains twelve [12] Apartments; building group numbered five (5) contains eighteen [18] Apartments; building group numbered six (6) contains two [2] Patio Homes and four [4] Townhouses; building group numbered seven (7) contains two [2] Patio Homes and four [4] Townhouses; building group numbered eight (8) contains two [2] Patio Homes and four [4] Townhouses; building group numbered nine (9) contains two [2] Patio Homes and four [4] Townhouses; building group numbered ten (10) contains thirty-six [36] Apartments; and building group numbered eleven (11) contains thirty-six [36] Apartments, all for residential purposes. The condominium Apartments, Patio Homes, and Townhouses are all capable of individual utilization inasmuch as each Apartment, Patio Home, and Townhouse has its own exit to a Common Area and facility of the Project, and the condominium Apartments, Patio Homes, and Townhouses will be sold to one or more owners, each owner obtaining a particular and exclusive property right to the Apartment, Patio Home, or Townhouse so sold and also an undivided interest in the General and/or Limited Common Elements of the Project, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as “General and/or Limited Common Elements,” all of the above in accordance with the Act.

FOURTH: That the aforesaid Project has a total area of approximately 327,571 square feet and that the units include 183,066 square feet.

FIFTH: The term “Apartment, Patio Home or Townhouse” as used in this Master Deed includes both completed Apartments, Patio Homes, or Townhouses and spaces for Apartments, Patio Homes, and Townhouses to be built.

SIXTH: That the Apartments, Patio Homes, Townhouses, and Common Elements of the Project will be as follows:

1. **Patio Homes and Townhouses.** In building group numbered one (1) there is one [1] type 2-A two-bedroom Patio Home, one [1] type 2-B two-bedroom Patio Home, two [2] type 3-A three-bedroom Townhouses, and one [1] type 3-B three-bedroom Townhouse, and one [1] type 3-C three-bedroom Townhouse; in building group numbered two (2) there is one [1] type 2-A two-bedroom Patio Home, one [1] type 2-B two-bedroom Patio Home, two [2] type 3-A three-bedroom Townhouses, and one [1] type 3-B three-bedroom Townhouse, and one [1] type 3-C three-bedroom Townhouse; in building group numbered three (3) there is one [1] type 2-A two-bedroom Patio Home, one [1] type 2-B two-bedroom Patio Home, two [2] type 3-A three-bedroom Townhouses, and one [1] type 3-B three-bedroom Townhouse, and one [1] type 3-C three-bedroom Townhouse; in building group numbered six (6) there is one [1] type 2-A two-bedroom Patio Home, one [1] type 2-B two-bedroom Patio Home, two [2] type 3-A three-bedroom Townhouses, and one [1] type 3-B three-bedroom Townhouse, and one [1] type 3-C three-bedroom Townhouse; in building group numbered seven (7) there is one [1] type 2-A two-bedroom Patio Home, one [1] type 2-B two-bedroom Patio Home, two [2] type 3-A three-bedroom Townhouses, and one [1] type 3-B three-bedroom Townhouse, and one [1] type 3-C three-bedroom Townhouse; in building group numbered eight (8) there is one [1] type 2-A two-bedroom Patio Home, one [1] type 2-B two-bedroom Patio Home, two [2] type 3-A three-bedroom Townhouses, and one [1] type 3-B three-bedroom Townhouse, and one [1] type 3-C three-bedroom Townhouse; ; in building group numbered nine (9) there is one [1] type 2-A two-bedroom Patio Home, one [1] type 2-B two-bedroom Patio Home, two [2] type 3-A three-bedroom Townhouses, and one [1] type 3-B three-bedroom Townhouse, and one [1] type 3-C three-bedroom Townhouse, all with designated numbers as indicated on Exhibit “A.” Hereinafter, such Patio Homes

and Townhouses will sometimes be referred to as Type 2-A, Type 2-B, Type 3-A, Type 3-B and Type 3-C Patio Homes and Townhouses.

2. **Apartments.** In building group numbered four (4) there are four [4] type 2-D two-bedroom Apartments, two [2] type 2-F two-bedroom Apartments, four [4] type 2-G two-bedroom Apartments, two [2] type 2-H two-bedroom Apartments; in building group numbered five (5) there are two [2] type 2-C two-bedroom Apartments, six [6] type 2-D two-bedroom Apartments, , one [1] type 2-E two-bedroom Apartments, three [3] type 2-F two-bedroom Apartments; four [4] type 2-G two-bedroom Apartments, two [2] type 2-H two-bedroom Apartments, in building group numbered ten (10) there are eight [8] type 2-C two-bedroom Apartments, twelve [12] type 2-D two-bedroom Apartments, four [4] type 2-E two-bedroom Apartments, six [6] type 2-F two-bedroom Apartments, four [4] type 2-C two-bedroom Apartments, and two [2] type 2-H two-bedroom Apartments; in building group numbered eleven (11) there are eight [8] type 2-C two-bedroom Apartments, twelve [12] type 2-D two-bedroom Apartments, four [4] type 2-E two-bedroom Apartments, six [6] type 2-F two-bedrooms. Four [4] type 2-G two-bedroom Apartments, all with designated numbers as indicated on Exhibit “a.” Hereinafter such Apartments will sometimes be referred to as Type 2-C, Type 2-D, Type 2-E, Type 2-G, and Type 2-H Apartments.

Each Apartment, Patio Home, and Townhouse is equipped with: sink, range, garbage disposal unit, refrigerator, dishwasher, and trash compactor.

Type 2-A two-bedroom Patio Homes are approximately 1,153 square feet in size; Type 2-B two-bedroom Townhouses are approximately 1,176 square feet in size; Type 3-A three-bedroom Townhouses are approximately 1,635 square feet in size; Type 3-B three-bedroom Townhouses are approximately 1,649 square feet in size, and Type 3-C three-bedroom Townhouses are approximately 1,661 square feet in size; Type 2-C two-bedroom Apartments are approximately 1,170 square feet in size, Type 2-D two-bedroom Apartments are approximately 1,141 square feet in size, Type 2-E two-bedroom Apartments are approximately 1,249 square feet in size; Type 2-F two-bedroom Apartments are approximately 1,220 square feet I size; Type 2-G two-bedroom Apartments are approximately 1,174 square

feet in size; Type 2-H two-bedroom Apartments are approximately 1,253 square feet in size. The horizontal and vertical boundaries with respect to the Type 2-A two-bedroom Patio Homes, the Type 2-B two-bedroom Patio Homes, the Type 3-A three-bedroom Townhouses, the Type 3-B three-bedroom Townhouses, the Type 3-C three-bedroom Townhouses, the Type 2-C two-bedroom Apartments, the Type 2-D two-bedroom Apartments, the Type 2-E two-bedroom Apartments, the Type 2-F two-bedroom Apartments, the Type 2-G two-bedroom Apartments, the Type 2-H two-bedroom Apartments are as follows:

The lower vertical boundary of any such condominium unit is a horizontal plane (or planes) the elevation of which coincides with the surface of the unfinished concrete subfloors thereof, as constructed, and the upper vertical boundary is a horizontal plane (or planes) the elevation of which coincides with the elevation of the topmost surface of the ceiling thereof, as constructed. The lateral or perimetrical boundaries of any such condominium unit are the unexposed surfaces of the interior perimeter walls, to include the perimeter dry-wall, windows, doors, trim, and frames thereof, and vertical planes coincidental with the unexposed surfaces of the of the interior perimeter walls thereof to intersect the upper and lower vertical boundary thereof and to intersect the other lateral or perimetrical boundaries of the condominium unit. Mechanical equipment and appurtenances located within any unit and/or designed to serve only that unit, such as furnaces, appliances, fixtures, air conditioning condensers, cabinets, and the like, shall be considered a part of the condominium unit. Whenever the context so requires, the word "Apartment," "Patio Home," "Townhouse" shall be deemed to include the interest of the owner thereof in the General and/or Limited Common Elements hereinafter defined. The main door of each Type 2-A two-bedroom Patio Home, Type 2-B two-bedroom Patio Home, Type 3-A three-bedroom Townhouse, Type 3-B three-bedroom Townhouse, Type 3-C three-bedroom Townhouse, Type 2-C two-bedroom Apartment, Type 2-D two-bedroom Apartment, Type 2-E two-bedroom Apartment, Type 2-F two-bedroom Apartment, Type 2-G two-bedroom Apartment, and Type 2-H two-bedroom Apartment has access to the common walkways as shown in Exhibit "A."

3. General Common Elements: The General Common Elements of the Project are all portions of the project which are not included within the Apartments, Patio Homes, or Townhouses or within the Limited Common Elements and include without limitation the following:
 - a. The parcel of land described in Paragraph First of this Deed.
 - b. Common paved areas, except for any parking area designated as part of the Limited Common Elements, all corridors, stairways, sidewalks, driveways, roadways, and roads, common planting areas and recreational areas, underground sanitary and storm sewers and systems, and appurtenances thereof, underground gas lines and tanks, water, electric, telephone and television lines, pipes, conduits, wires and appurtenances, underground drainage systems and catch basins, site lighting, masonry meter enclosures, roofs, roof drainage pipes, gutters and leaders, yard hydrant water systems, and appurtenances, and any profits or proceeds therefrom distributed by the Council of Co-Owners as defined in the By-Laws which are made a part of this Deed and attached as Exhibit "B."
4. Limited Common Elements: One (1) unenclosed garage is specifically assigned to each of eighty (80) Apartments, Patio Homes, or Townhouses, as shown on the Identification Plat attached hereto as Exhibit "A," and each such unenclosed garage shall be a Limited Common Element of the Apartment, Patio Home, or Townhouse to which it is assigned on said Exhibit "A" and is reserved for the exclusive use and possession of the Apartment, Patio Home, or Townhouse to which it is assigned. Balconies, patios, and mechanical equipment rooms are Limited Common Elements and are reserved for the exclusive use of the owner or owners of the Apartment, Patio Home, Townhouse, or Apartments, Patio Homes, or Townhouses to which they are appurtenant.

SEVENTH: The undivided interest in the Common Elements appurtenant to each Apartment, Patio Home, and Townhouse and proportionate share of the common expenses of each co-owner of an Apartment, Patio Home, and Townhouse shall be as follows:

<u>TYPE</u>	<u>PERCENTAGE</u>
2-A	.6300
2-B	.6429
3-A	.8938
3-B	.9014
3-C	.9071
2-C	.6394
2-D	.6235
2-E	.6822
2-F	.6665
2-G	.6413
2-H	.6850

Likewise, each Apartment, Patio Home, and Townhouse shall be appurtenant thereto the same undivided interest in and to the Limited Common Elements, subject, however, to the exclusive right of use of the Limited Common Element or Elements, which may be assigned as an appurtenance to a particular Apartment, Patio Home, or Townhouse, or Apartments, Patio Homes, or Townhouses.

EIGHTH: That the administration of WOODWINDS consisting as aforesaid of the Project and parcel of land described in Paragraphs “FIRST,” “SECOND,” and “SIXTH” of this Deed shall be in accordance with the provisions of this Deed and with the provisions of the By-Laws which are made a part of this Deed and are attached hereto as Exhibit “B.”

NINTH: That as appears above a Horizontal Property Regime is hereby constituted under and subject to the provisions of the Act so that the Apartments, Patio Homes, and Townhouses may be conveyed and recorded as individual properties capable of independent use, on account of each having its own exit to a common area of the Project, each Apartment, Patio Home, or Townhouse owner having an exclusive and particular

right over his respective Apartment, Patio Home, or Townhouse and also a specified undivided interest in the General and/or Limited Common Elements.

TENTH: That so long as the Grantor owns one or more of the Apartments, Patio Homes, or Townhouses, the Grantor shall be subject to the provisions of this Deed and the Exhibits "A" and "B" attached hereto.

ELEVENTH: That the General and/or Limited Common Elements shall remain undivided and no co-owner shall bring any action for partition or division thereof.

TWELFTH: The fraction of the title and interest of each co-owner of an Apartment, Patio Home, or Townhouse in said General and/or Limited Common Elements established herein shall not be changed except with the unanimous consent of all the co-owners in a amendment to this Deed duly recorded.

THIRTEENTH: That the undivided interest in the General and/or Limited Common Elements shall not be separated from the Apartment, Patio Home, or Townhouse to which it appertains and shall be deemed conveyed or encumbered with the Apartment, Patio Home, or Townhouse even though such interest is not expressly mentioned or described in the conveyance or other instrument.

FOURTEENTH: That each co-owner shall comply with the provisions of this Deed, the By-Laws, decisions and resolutions of the Council of Co-Owners or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due for damages and/or injunctive relief.

FIFTEENTH: That the horizontal property regime hereby established shall not be revoked, or the Property removed therefrom or any of the provisions herein amended unless all of the mortgages under all of the mortgages covering the Apartments, Patio

Homes, or Townhouses and all of the co-owners agree to such revocation, or amendment, or removal of the Property from the regime by duly recorded instruments.

SIXTEENTH: That no co-owner exempt himself from the liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the General Common Elements or by the abandonment of his Apartment, Patio Home, or Townhouse.

SEVENTEENTH: That all co-owners and tenants, present or future, are subject to the provisions of this Deed and its exhibits and that the mere acquisition of any of the Apartments, Patio Homes, or Townhouses in the Project shall signify that the provisions of this Deed and its exhibits are accepted and ratified.

EIGHTEENTH: That if the property subject to the regime is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be provided in subparagraph (D) of Paragraph TWENTY-FIRST below.

NINETEENTH: Non-payment of the assessments provided for in the By-Laws for a period of ten (10) days after same shall constitute a default and upon such a default the unpaid assessment plus service charge and interest as provided in Article VI, Section 8 of the By-Laws, which are made a part of this Deed and attached hereto as Exhibit "B" shall become a lien upon the Apartment, Patio Home, or Townhouse against which such assessment was levied. The lien of such assessments, service charges, and interest provided for in the By-Laws shall be subordinate to the lien of any duly recorded first Deed of Trust or Mortgage.

Sale or transfer of any Apartment, Patio Home, or Townhouse shall not affect the assessment lien. However, the sale or transfer of any Apartment, Patio Home, or Townhouse which is subject to any first Deed of Trust pursuant to a Decree of Foreclosure under such Deed of Trust of any proceedings in lieu of foreclosure shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Apartment, Patio Home, or

Townhouse from liability for any assessments thereafter becoming due or from the lien thereof.

TWENTIETH: That in a voluntary conveyance of an Apartment, Patio Home, or Townhouse, the grantee of the Apartment, Patio Home, or Townhouse shall be jointly and severally liable with the grantor in such conveyances for all unpaid assessments by the Council of Co-Owners against the latter for his share of the common expenses up to the time of the grant of conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantees shall be entitled to a statement from the manager or Board of Directors of the Council of Co-Owners, as the case may be, setting forth the amount of the unpaid assessments against the Grantor due the Council of Co-Owners and such grantee shall not be liable for, nor shall the Apartment, Patio Home, or Townhouse conveyed be subject to a lien for any unpaid assessments made by the Council of Co-Owners against the grantor in excess of the amount therein set forth.

TWENTY-FIRST: (A) The Council of Co-Owners, for the benefit of each Apartment, Patio Home, or Townhouse and each co-owner, shall, as a Common Expense, obtain and maintain at all times, in single or concurrent policies, insurance against loss by fire, with endorsement for extended coverage for the full insurable replacement value less land, foundation, and excavation (to be determined by a qualified appraiser appointed from time to time by the Council of Co-Owners for such purpose) of the Apartments, Patio Homes, or Townhouses and the General Common Elements, or such other fire and casualty insurance as the Council of Co-Owners, or its delegate, shall determine gives substantially equal or greater protection to the co-owners, containing a "condominium property endorsement" on the FIRAA form, March 1966, or as the same may hereafter be amended for each co-owner and the mortgages of such co-owner; provided, however, that the coverage of any blanket fire insurance policy must be in an amount which is reasonably satisfactory to the mortgages making loans on the individual condominium Apartments, Patio Homes, or Townhouses.

The premiums for the insurance coverage referred to hereinabove shall be a common expense to be paid by monthly assessments levied by the Council of Co-Owners, shall be held in a separate escrow account solely for the purpose of paying such premiums when they fall due, and shall be apportioned among and assessed to each of the co-owners of Apartments, Patio Homes, or Townhouses in accordance with his interest in the General Common Elements as established in Paragraph SEVENTH.

(B) The insurance to be obtained pursuant to subparagraph (A) shall be governed by the following provisions;

- (1) All policies shall be written with a company licensed to do business in the State of Virginia and holding a rating of “AAA” or better by Best’s Insurance Reports and a policyholders’ rating of “A” or better; and
- (2) Exclusive authority to adjust losses under policies hereafter in force shall be vested in the Council of Co-Owners or its delegates by any mortgages affected thereby; and
- (3) In no event shall the insurance coverage obtained and maintained by the Council of Co-Owners hereunder be brought into contribution with insurance purchased by individual co-owners or their mortgages; and
- (4) Each co-owner may obtain additional insurance at his own expense; PROVIDED, HOWEVER, that no co-owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Council of Co-Owners, in behalf of all the co-owners, may realize under any insurance policy which the Council of Co-Owners may have in force on the Project at any particular time; and
- (5) Each co-owner shall be required to notify the Council of Co-Owners or its delegate of all improvements made by the co-owner to his Apartment, Patio Home, or Townhouse, the value of which is in excess of One Thousand Dollars (\$1,000.00); and
- (6) Any co-owner who obtains individual insurance policies covering any portion of the Project other than personal property belonging to such co-owner, shall be required to file a copy of such individual policy or policies with the Council of Co-Owners, or its delegate, within thirty (30) days after purchase of such insurance,

and such policy shall meet the minimum limit requirements as to the Apartment, Patio Home, or Townhouse for which it is obtained as outlined in subparagraph (A) above; and

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

(8) The policy or policies so obtained by the Council of Co-Owners shall contain a provision that the said policy or policies cannot be cancelled, invalidated, or suspended on account of the conduct of any one or more of the individual co-owners; and

(9) That said policy or policies so procured by the Council of Co-Owners cannot be cancelled, invalidated, or suspended on account of the conduct of any officer or employee of the Council of Co-Owners, or of its delegate; and

(10) That the said policy or policies so procured by the Council of Co-Owners shall provide that they may not be cancelled or substantially modified without at least fifteen (15) days prior written notice to all of the insureds, including all mortgages and Apartment, Patio Home, and Townhouse owners. Duplicate originals of all such policies and the renewals thereof together with proof of payment of premium shall be delivered to all such mortgages at least ten (10) days prior to the expiration of the then current policies.

(C) The Council of Co-Owners may select an Insurance Trustee who shall be a bank or trust company in Virginia, Maryland, or the District of Columbia, with trust powers in the State of Virginia, designated from time to time by the Board of Directors, having a capital surplus and undivided profits of \$1,000.00 or more. The Board of Directors shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a common expense of the Project.

(D) Except as hereinafter provided and subject to the approval of the mortgagee holding the mortgage covering any Apartment, Patio Home, or Townhouse damaged or destroyed, the Council of Co-Owners or the Insurance Trustee named in the Condominium Property Endorsement shall receive and hold the amount

payable under any of such policy or policies of casualty insurance and apply the same to the cost of reconstruction or repair of such damaged or destroyed Apartments, Patio Homes, or Townhouses and the Council of Co-Owners shall be obligated to commence, within sixty (60) days from the date of such damage or destruction, the work of reconstruction or replacing such Apartment, Patio Home, or Townhouse according to substantially the same plans, specifications, design and total cubic area pursuant to which such Apartment, Patio Home, or Townhouse was originally constructed, subject to the prior written approval of the Board of Directors. The Council of Co-Owners or the Insurance Trustee shall apply, make available, and pay the amount received by it under such policy or policies with such conditions as the Council of Co-Owners or the Insurance Trustee shall impose in order to assure full restoration or repair of the damaged portions of any such Apartment, Patio Home, or Townhouse in a workmanlike manner, free and clear of any mechanics' liens and any encumbrances, liens, claims, to charges. If the cost of such reconstruction or repair shall exceed the amount paid to the Council of Co-Owners of the Insurance Trustee under the policy or policies as aforesaid, such excess shall be considered a common expense, PROVIDED, HOWEVER, that in the event two-thirds or more of the total number of Apartments, Patio Homes, or Townhouses are substantially damaged or destroyed, a decision not to reconstruct or repair such damaged or destroyed Apartments, Patio Homes, or Townhouses may be made within sixty (60) days of the date of such damage or destruction by the vote of at least two-thirds in interest of the co-owners, case in person, or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, and in such even the Horizontal Property Regime shall be considered to be terminated and the property shall be owned as hereinafter provided in the case of termination. If less than two-thirds of the total number of Apartments, Patio Homes, or Townhouses are damaged or destroyed, it shall be mandatory that such Apartments, Patio Homes, or Townhouses be repaired and restored as aforesaid.

(E) The Council of Co-Owners shall obtain and maintain at all times, at common expense, in single or concurrent policies, insurance against:

- (1) Any liability for torts arising either in Apartments, Patio Homes, Townhouses or upon the Common Elements, either General or Limited, with limits of liability of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any person injured, for any one accident, which said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of the named insureds shall not be prejudiced as respects his, her, its, or their action against another named insured;
 - (2) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;
 - (3) Officers and Directors liability insurance; and
 - (4) Such other insurance as the Board of Directors of the Council of Co-Owners deems desirable from time to time.
- (F) The insurance to be obtained pursuant to subparagraph (E) shall be governed by the provisions contained in subparagraph (B) of this Paragraph TWENTY-FIRST.

TWENTY-SECOND: Easements are reserved through each of the Apartments, Patio Homes, and Townhouses for the benefit of any adjoining Apartment, Patio Home, or Townhouse as may be required for electrical lines and conduits, gas lines, heating and ventilating ducts, water lines, drain pipes, and other appurtenances to such utility systems in order to adequately serve each of such Apartments, Patio Homes, or Townhouses.

TWENTY-THIRD: If any portion of the Common Elements encroaches upon any Apartment, Patio Home, or Townhouse upon completion of construction, or if any Apartment, Patio Home, or Townhouse encroaches upon any other Apartment, Patio Home, or Townhouse, or upon any portion of the Common Elements upon completion of construction, or if any encroachment shall occur as a result of (a) settling of the buildings or (b) alterations or repairs to the Common Elements made by or with the consent of the Board of Directors; or (c) as a result of repair or restoration of the buildings or Apartments, Patio Homes, or Townhouses after damage by fire or other casualty; or (d)

as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the buildings stand.

TWENTY-FOURTH: Easements or support are hereby reserved for the benefit of each Apartment, Patio Home, or Townhouse to the extent necessary in and to the Horizontal and vertical walls required to support such Apartment, Patio Home, or Townhouse.

TWENTY-FIFTH: There is reserved to the Council of Co-Owners the exclusive right and obligation to provide for all exterior painting and other exterior maintenance of all Apartments, Patio Homes, and Townhouses and unenclosed garages in the Project and such maintenance of the exterior of the Apartments, Patio Homes, and Townhouses and unenclosed garages in the Project shall be a common expense. The Council of Co-Owners, in discharging its obligation to provide for such exterior painting and such exterior maintenance of all Apartments, Patio Homes, or Townhouses and unenclosed garages in the Project, may permit the Board of Directors of the Council of Co-Owners to determine when such exterior painting or other maintenance is required, and may further permit the Board of Directors of the Council of Co-Owners to employ the appropriate personnel or companies to perform such services.

TWENTY-SIXTH: There is reserved to the Council of Co-Owners, or to its delegate, as provided in the By-Laws, the right of entry to any Apartment, Patio Home, or Townhouse when necessary in connection with any repairs, maintenance, landscaping, or construction for which the Council of Co-Owners is responsible, or for which any co-owner is responsible hereunder. Except in emergencies, such entry shall be scheduled with the co-owner so as to cause as little inconvenience to the co-owner as practicable, and any damage caused thereby shall be repaired as the expense of the Council of Co-Owners, PROVIDED, HOWEVER, that if such entry is made to perform any obligations for which the co-owner is responsible such entry and all work done shall be at the risk and expense of such co-owner.

TWENTY-SEVENTH: The rights and obligations of any co-owner not otherwise herein or by reference specifically provided for shall be determined pursuant to the provisions of the Act, as amended.

TWENTY-EIGHTH: In the event this condominium regime is terminated:

- (a) The property shall be deemed to be owned in common by the Apartment, Patio Home, and Townhouse owners;
- (b) The undivided interest in the property owned in common which shall appertain to each Apartment, Patio Home, or Townhouse owner shall be the percentage of undivided interest previously owned by such owner in the General Common Elements;
- (c) Any liens affecting in accordance with the existing priorities to the percentage of the undivided interest of the Apartment, Patio Home, or Townhouse owner in the Property as provided herein;
- (d) The property shall be subject to an action for partition at the suit of any Apartment, Patio Home, or Townhouse owner, in which even the net proceeds of sale, together with the net proceeds of the insurance of the property, if any, shall be considered as one fund and shall be divided amount all the Apartment, Patio Home or Townhouse owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of each respective share of the Apartment, Patio Home, or Townhouse owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Apartment, Patio Home, and Townhouse owner; and
- (e) Notwithstanding any other provisions contained in subparagraphs (a) through (d) of this Paragraph TWENTY-EIGHTH of this Master Deed, first Mortgage or Deed of Trust liens or damaged or destroyed Apartments, Patio Homes, or Townhouses shall be satisfied out of the insurance proceeds, to the extent sufficient for this purpose, prior to a partition suit being instituted and thereafter the interest in the property owned or in the distribution of the proceeds derived from a partition suit, of all such Apartment, Patio Home, and

Townhouse owners, whose first Mortgages or Deeds of Trust have been so satisfied shall be equitably adjusted.

TWENTY-NINTH: Until the Grantor has sold all of the Apartments, Patio Homes, and Townhouses in the Project and title to all said Apartments, Patio Homes, and Townhouses has been conveyed from the Grantor to purchasers, the Grantor shall have the right to display merchandising signs on unsold Apartments, Patio Homes, and Townhouses, or Common Elements of the Project, and to maintain in a sales office and/or models in unsold Apartments, Patio Homes, and Townhouses and/or Common Elements of the Project.

THIRTIETH: The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

THIRTY-FIRST: This Deed shall take effect upon recordation.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its corporate name by JAMES J. DRISCOLL, its President and its corporate seal to be affixed hereto by MARJORIE P. HOWARD, its Assistant Secretary, all on the date first above written.

BENNETT OF VIRGINIA, INC.

By: //S// James J. Driscoll

President

SEAL

ATTEST:

//S// Marjorie P. Howard

Assistant Secretary

STATE OF MARYLAND

COUNTY OF MONTGOMERY

To wit:

I, the undersigned, a notary public in and for the State and County aforesaid, do certify that JAMES J. DRISCOLL and MARJORIE P. HOWARD, whose names as President and Assistant Secretary, respectively, of BENNETT OF VIRGINIA, INC., are signed to the writing foregoing and hereto annexed, bearing date on the 2nd day of May, 1974, personally appeared before me in my said State and County aforesaid and acknowledged said writing to be the act and deed of their said corporation, and the seal thereto affixed to be the corporate seal, and the writing was so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said Corporation.

Given under my hand this 3rd day of May, 1974.

My commission expires on the FIRST day of JULY, 19____.

//S// Notary Public

SEAL