

Condominium Declaration
Terrace Towne Homes of Woodlawn

Not For Resale

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MASTER DEED

*June 12, 1972 - R.I. D...
Mudlick, Wood & Shalby...
College*

In the County of Fairfax, and Commonwealth of Virginia, on this 25th day of May, 1972, J. P. J. ASSOCIATES, a partnership organized and existing under the laws of the Commonwealth of Virginia, represented in this Deed by JEROME S. KING, LUDLOW KING, III, JAMES L. BRZTHONY and JOSEPH C. LINGLE, who constitute all of the partners of the said partnership, and who are fully empowered and qualified to execute this Deed on behalf of said partnership, 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, known as the "Horizontal Property Act" (the "Act") to be henceforth known as "TERRACE TOWNE HOMES OF WOODLAWN" and is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said Property and the division thereof into Family Units as hereinafter defined, and shall be 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 Family Units (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 Mount Vernon Magisterial District in the County of Fairfax, 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, Commonwealth of Virginia, in Deed Book 3559, at page 140, 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 TERRACE TOWNE HOMES OF WOODLAWN, according to a Site plan attached hereto as Exhibit "A", and made a part hereof, which was approved by the appropriate agencies of the County of Fairfax, Commonwealth of Virginia, on the 31st day of August, 1971, and which further includes a Towne Home (Family Unit) identification plat which identifies the Family Units to be constructed.

THIRD: That the said Project consists of 30 building groups. Twenty-nine of the said building groups each contain one (1) two-story split foyer front family unit, two (2) two-story inside family units and two (2) two-story end family units and the other building group contains two (2) two-story inside family units, one (1) two-story end family unit and one (1) two-story split foyer front family unit, all for residential purposes. The condominium Family Units are all capable of individual utilization inasmuch as each Family Unit has its own exit to a Common Area and facility of the Project, and the condominium family units will be sold to one or more owners, each owner obtaining a particular and exclusive property right to the Family Unit 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 building area of 418,241 square feet of which 72,507 square feet will constitute Family Units, and 345,734 square feet will constitute General and/or Limited Common Elements.

FIFTH: The term "Family Unit" as used in this Master Deed is interchangeable with the terms "Terrace Towne Home" and "Towne Home" and includes both completed Family Units and spaces for Family Units to be built.

SIXTH: That the Family Units and Common Elements of the Project will be as follows:

1. Family units. The Family Units will be two-story end Family Units; two-story inside Family Units; and two-story split foyer front Family Units with designated street address numbers as indicated on Exhibit A.

Each Family Unit is equipped with range, refrigerator, disposal, dishwasher, washer and dryer. The floor plan of the Family Units will be as shown in Exhibit A attached hereto. The Family Units are described hereinbelow:

A. The two-story end Family Unit is rectangular in shape, measuring 23.2 feet long and 21 feet wide, with a total floor area of 973.014 square feet, as specifically shown in Exhibit A of this Deed. The two-story end Family Unit is joined by a two-story inside Family Unit along one vertical boundary and by a two-story end Family Unit along another vertical boundary. The horizontal and vertical boundaries with respect to the two-story end Family Unit is as follows:

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

(ii) Vertical Boundaries: The plane of the outer surface of the exterior walls which do not separate a two-story end Family Unit from other Family Units and the plane of the center line of the walls which separate a two-story end Family Unit from other Family Units and shall include windows, window frames, doors, door frames and trim included in such exterior walls, and when there is attached to the Family Unit steps, a stairway or other structure serving only such Family Unit, then such Family Unit shall also include such structures and fixtures thereon. Whenever the context so requires, the word "Family Unit" shall be deemed to include the interest of the owner thereof in the General and/or Limited Common Elements hereafter defined. The main door of each two-story end Family Unit has access to the common walkways as shown on Exhibit A.

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B. The two-story inside Family Unit is rectangular in shape measuring 23.2 feet long and 21 feet wide, with a total floor area of 959.014 square feet, as specifically shown on Exhibit A of this Deed. The two-story inside Family Units are joined along one vertical boundary by a two-story end Family Unit and along another vertical boundary by a two-story inside Family Unit and are joined by the two-story split foyer front Family Unit along a portion of another vertical boundary. The horizontal and vertical boundaries of the two-story inside Family Units are as follows:

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

[ii] Vertical Boundaries: The plane of the outer surface of the walls which do not separate a two-story inside Family Unit from other Family Units and the plane of the center line of the walls which separate a two-story inside Family Unit from other Family Units and shall include windows, window frames, doors, door frames and trim included in such exterior walls and, when there is attached to the Family Unit steps, a stairway or other structure serving only such Family Unit, then such Family Unit shall also include such structures and fixtures thereon. Whenever the context so requires, the word "Family Unit" shall be deemed to include the interest of the co-owner thereof in the General and/or Limited Common Elements hereafter defined. The main door of each two-story inside Family Unit has access to the common walkways as shown on Exhibit A.

C. The two-story split foyer front Family Unit is rectangular in shape measuring 29.2 feet long and 17.4 feet wide, with a total floor area of 1030.762 square feet, as specifically shown on Exhibit A of this Deed. The two-story split foyer front Family Unit is joined along one vertical boundary by the two (2) two-story inside Family Units. The horizontal and vertical boundaries with respect to the two-story split foyer front Family Unit is as follows:

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

(ii) Vertical Boundaries: The plane of the outer surface of the exterior walls which do not separate a two-story split foyer front Family Unit from other Family Units and the plane of the center line of the walls which separate a two-story split foyer front Family Unit from other Family Units and shall include windows, window frames, doors, door frames and trim included in such exterior walls and, when there is attached to the Family Unit steps, a stairway or other structure serving only such Family Unit, then such Family Unit shall also include such structures and fixtures thereon. Whenever the context so requires, the word "Family Unit" shall be deemed to include the interest of the owner thereof in the General and/or Limited Common Elements hereafter defined. The main door of each two-story split foyer front Family Unit has access to the common walkways as shown on Exhibit A.

2. General Common Elements: The General Common Elements of the Project are as follows:

A. The parcel of land described in Paragraph First of this Deed except for the patios as shown on the town home identification plat as Limited Common Elements.

B. Underground sanitary and storm sewer system, underground water, electric and telephone systems and appurtenances thereof, television aerials and wires, pipes, conduits, wires and appurtenances, site lighting, roofs, roof drainage pipes, gutters and leaders, yard hydrant water systems, and appurtenances, and any profits or proceeds therefrom distributable by the Council of Co-Owners.

C. Swimming Pool, Bath House and Heating Room.

3. Limited Common Elements: Patios as shown on the towne home identification plat prepared by Long & Rinker dated the 27th day of August, 1971, and most recently revised on January 14, 1972, and attached hereto as Exhibit "A", are Limited Common Elements in this Project, and are reserved for the use and benefit of the Family Units for which they are established.

SEVENTH: 1. The title and interest of each co-owner of a Family Unit in the General and/or Limited Common Elements listed in subparagraphs 2 and 3 of Paragraph SIXTH is a fraction, the numerator of which is one and the denominator of which is the aggregate number of Family Units subject to the regime hereby established, which aggregate number is one hundred forty-nine (149).

2. The proportionate share of the common expenses of each co-owner of a Family Unit shall be a fraction, the numerator of which is one (1) and the denominator of which shall be the aggregate number of Family Units subject to the regime hereby established.

EIGHTH: That the administration of TERRACE TOWNE HOMES OF WOODLAWN, 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", and shall be subject to the terms of the Property Maintenance Agreement executed by the Council of Co-Owners (as defined in the Act), which is attached hereto as Exhibit "C" and made a part hereof.

NINTH: That as appears above a Horizontal Property Regime is hereby constituted under and subject to the provisions of the Act so that the Family Units 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 Family Unit owner having an exclusive and particular right over his respective Family Unit 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 Family Units the Grantor shall be subject to the provisions of this Deed and the Exhibits "A", "B" and "C" 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 percentage of the undivided interest in the General and/or Limited Common Elements established herein shall not be changed except with the unanimous consent of all of the co-owners expressed in 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 Family Unit to which it appertains and shall be deemed conveyed or encumbered with the Family Unit 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, and the Property Maintenance Agreement, 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 for 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 mortgagees under all of the mortgages covering the Family Units and ninety-five percent (95%) of 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 may 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 Family Unit.

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SEVENTEENTH: That all co-owners and tenants, present or future, or any other persons who might use the facilities of the Project in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the Family Units of the Project or the mere act of occupancy of any of said Family Units shall signify that the provisions of this Deed are accepted and ratified.

The respective Family Units shall not be rented by the co-owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the Family Unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, or bellboy service. Other than the foregoing obligations, the co-owners of the respective Family Units shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Deed and further subject to the By-Laws and Property Maintenance Agreement attached hereto.

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 as 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 be due and payable shall constitute a default and upon such a default the unpaid assessment shall become a lien upon the Family Unit against which such assessment was levied. The lien of the assessments provided for in the By-Laws attached hereto and incorporated herein by reference shall be subordinate to the lien of any duly recorded first Deed of Trust. Sale or transfer of any Family Unit shall not affect the assessment lien. However, the sale or transfer of any Family Unit which is subject to any first Deed of Trust pursuant to a Decree of Foreclosure under such Deed of Trust or any proceeding 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 Family Unit from liability for any assessments thereafter becoming due or from the lien thereof.

TWENTIETH: That in a voluntary conveyance of a Family Unit, the grantee of the Family Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Council of Co-Owners against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee 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 Family Unit 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 Family Unit 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 and additional extended coverage, for the full insurable replacement value (to be determined by a qualified appraiser appointed from time to time by the Council of Co-Owners for such purpose) of the Family Units 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 mortgagee of such co-owner; provided, however, that the coverage of any blanket fire insurance policy must be in an amount which is satisfactory to the mortgagees making loans on the individual condominium Family Units.

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 Family Units in accordance with his interest in the General Common Elements as established by 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;

(2) Exclusive authority to adjust losses under policies hereafter in force shall be vested in the Council of Co-Owners or its delegates; PROVIDED, HOWEVER, that no adjustment shall be deemed binding until concurred in by any mortgagee affected thereby. Notwithstanding this provision however, first mortgage or deed of trust liens on damaged or destroyed Family Units may be satisfied out of the insurance proceeds, to the extent sufficient for this purpose, at the option of the mortgagee; 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 mortgagees; 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 Family Unit, 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 Family Unit 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, without a prior demand in writing that the Council of Co-Owners or delegate cure the said defect within a period of ninety (90) days from the time of such written demand; 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 mortgagees or Family Unit owners, and duplicate originals of all such policies and the renewals thereof together with proof of payment of premiums shall be delivered to all such mortgagees at least ten (10) days prior to expiration of the then current policies.

C. The Insurance Trustee shall be a bank or trust company in Virginia, Maryland or the District of Columbia, designated from time to time by the Board of Directors, having a capital surplus and undivided profits of \$10,000,000.00 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 the Family Unit damaged or destroyed, 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 Family Unit and the co-owner of such Family Unit shall be obligated to commence, within sixty (60) days from the date of such damage or destruction, the work of reconstructing or repairing such Family Unit according to substantially the same plans, specifications, design and total cubic area pursuant to which such Family Unit was originally constructed, subject to the prior written approval of the Board of Directors. The Insurance Trustee shall apply, make available and pay the amount received by it under such policy or policies to such co-owner with such conditions as the Insurance Trustee shall impose in order to assure full restoration or repair of the damaged portions of such Family Unit in a workmanlike manner, free and clear of any mechanics' liens and any encumbrances, liens, claims or charges. If the cost of such reconstruction or repair shall exceed the amount paid to the Insurance Trustee under the policy or policies as aforesaid, such excess shall be paid by the co-owner, PROVIDED, HOWEVER, that in the event two-thirds or more of the total number of Family Units are substantially damaged or destroyed, a decision not to reconstruct or repair such damaged or destroyed Family Units 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, cast in person, or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, and in such event the Horizontal Property Regime shall be considered to be terminated and the property shall be owned as hereinafter provided in the case of termination. If less than two-thirds of the total number of Family Units are damaged or destroyed, it shall be mandatory that such Family Units be repaired and restored as aforesaid.

E. During the period of construction of the Project, the Grantor, for its own benefit and the benefit of each co-owner, shall obtain and maintain at all times, in single or concurrent policies, insurance against:

(1) any liability for torts arising either in Family Units or spaces, or on land in which both the Grantor and the Family Unit owners have an undivided interest, 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; and

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

The premiums for such liability insurance policy and workmen's compensation insurance are to be paid by the Grantor until construction is completed. After the total condominium community has been developed, this provision relative to liability insurance and/or workmen's compensation insurance shall no longer be operative. The Council of Co-Owners however, shall be required to obtain and maintain at all times insurance against any liability for torts arising either in Family Units or spaces, or on land in which the Family Unit owners have an undivided interest, with appropriate limits of liability to be determined by the Council of Co-Owners. The premium for such liability insurance policy shall be a common expense to be paid by the monthly assessments levied by the Council on each co-owner of the Family Units in accordance with his fractional interest in the General Common Elements as established in Paragraph SEVENTH.

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 Family Units for the benefit of any adjoining Family Unit as may be required for electrical lines and conduits, heating and ventilating ducts, water lines, drain pipes and other appurtenances to such utility systems in order to adequately serve each of such Family Units.

TWENTY-THIRD: There is reserved to the Council of Co-Owners the exclusive right to provide for all exterior painting and other exterior maintenance of all Family Units in the Project and such maintenance of the exterior of the Family Unit in the Project shall be a common expense to be paid from this reserve fund as provided in the Property Maintenance Agreement attached hereto as Exhibit "C".

TWENTY-FOURTH: 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 Family Unit 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 at the expense of the Council of Co-Owners, PROVIDED, HOWEVER, that if such entry is made to perform any obligation 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-FIFTH: 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, and in force on the date of the recording of this Deed.

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

(a) The property shall be deemed to be owned in common by the Family Unit owners;

(b) The undivided interest in the property owned in common which shall appertain to each family unit owner shall be the percentage of undivided interest previously owned by such owner in the General Common Elements;

(c) Any liens affecting any of the Towne Homes shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Family Unit owner in the Property as provided herein; and

(d) The property shall be subject to an action for partition at the suit of any Family Unit owner, in which event 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 among all the Family Unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the Property, after first paying out of the respective shares of the Family Unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Family Unit owner.

(e) Notwithstanding any other provisions contained in subparagraphs (a) through (d) of this Paragraph TWENTY-SIXTH of this Master Deed, first Mortgage or Deed of Trust liens on damaged or destroyed Family Units 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 Family Unit owners, whose first Mortgages or Deeds of Trust have been so satisfied, shall be equitably adjusted.

TWENTY-SEVENTH: 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.

TWENTY-EIGHTH: This Deed shall take effect upon recording.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its partnership name by all of the partners of said partnership all on the date first above written.

J. P. J. ASSOCIATES

BY: Jerome S. King
 Jerome S. King

BY: Ludlow King, III
 Ludlow King, III

BY: James L. Brehon
 James L. Brehon

BY: Joseph C. Lingle
 Joseph C. Lingle

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STATE OF VIRGINIA

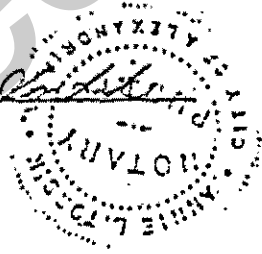
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a notary public for the State and County aforesaid, do hereby certify that Jerome S. King by Ludlow King, his attorney-in-fact, Ludlow King, III, James L. Erehony and Joseph C. Lingle, whose names are signed to the foregoing Deed dated May 26, 1972, have acknowledged the same before me in my County aforesaid.

Given under my hand and notarial seal this 26th day of May, 1972.

My Commission Expires: February 11, 1973.

Annie L. Phillips



Not For Resale

SCHEDULE A

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Beginning at a point in the easterly right-of-way line of the proposed widened Lukens Lane at the point in the northerly property line of the Board of Supervisors of Fairfax County property; thence along said side of Lukens Lane, N 18° 19' 31" W 168.11 feet to a point in the dividing line between the property of the Custis Corporation and the property of J. P. J. Associates; thence running along the northerly line of the property herein described N 58° 01' 40" E 448.41 feet to a set pipe, corner of I. Pettit; thence along the westerly property line of I. Pettit S 31° 16' 20" E 186.82 feet to a found pipe at the southwesterly corner of I. Pettit; thence running along the southerly property lines of I. Pettit, C. J. Pettit and Griffin Plumbing & Heating N 57° 53' 22" E 505.30 feet to a set pipe; thence N 31° 27' 26" W 389.47 feet to a pipe on the southerly side of Richmond Highway (U. S. Route #1); thence running along the southerly side of said highway N 58° 08' 09" E 28.60 feet to a pipe; thence departing said highway and running along the westerly boundary of the property of Virginia Electric Power Co. S 30° 49' 01" E 389.42 feet to a point in the southwesterly corner of VEPCO; thence with the southerly line of said VEPCO N 57° 53' 22" E 61.04 feet to a pipe found at the southeasterly property corner of VEPCO and the property now or formerly W. D. Green; thence along the westerly property line of said Green S 12° 49' 15" E 309.87 feet to a pipe found in the center line of Old Pole Road [abandoned]; thence with the center line of said Old Pole Road the following courses and distances: S 46° 43' 54" W 214.00 feet; S 33° 06' 37" W 219.79 feet to a point in the northeasterly corner of the property now or formerly R. C. Deemer; thence with the northerly line of the property of R. C. Deemer S 70° 38' 10" W 191.80 feet to a found pipe; thence continuing with the northerly line of the property of said Deemer and the northerly line of the property of R. H. Herson, and the northerly line of a portion of the property of the Faith Gospel Church, S 70° 26' 52" W 292.56 feet to a found pipe at the southeasterly corner of the property of V. G. Herring; thence with the easterly property line of said V. G. Herring N 18° 03' 01" W 99.92 feet to a found pipe at the southeasterly corner of the Board of Supervisors of Fairfax County property; thence with the easterly property line of the Board of Supervisors property N 18° 19' 31" W 212.88 feet to a set pipe in the northeasterly corner of the property of the Board of Supervisors and thence with the northerly line of said property S 71° 40' 29" W 169.71 feet to the point and place of beginning and containing all of those parcels heretofore described as Parcels 2, 3, 4 and 5, in that certain Deed by and between King Homes, Inc. and J. P. J. Associates recorded on January 6, 1972 at 3:34 p.m. as Instrument #624, among the land records of Fairfax County, Virginia, and containing 9.6015 acres of land.