

# **DECLARATION**

## **Appendix I To Public Offering Statement**

slv:0447  
Rev.4/25/85 p. 4  
Rev.5/24/85 pp. 2, 4  
Rev. 6/10/85 pp. 2, 4, 5, 7, 8

DECLARATION  
OF  
GRAY'S POINTE, A CONDOMINIUM

Pursuant to the provisions of Chapter 4.2, Title 55 of the Code of Virginia, as amended ("The Condominium Act"), The Milton Company, A Virginia Corporation ("The Declarant"), the fee simple owner of the land more particularly described in Exhibit "A" attached hereto located in Fairfax County, Virginia ("Submitted Land"), hereby submits the Submitted Land, together with all improvements, easements, rights and appurtenances thereunto belonging (the "Condominium Property") to the provisions of The Condominium Act and hereby creates with respect to The Condominium Property an expandable condominium.

I. DEFINITIONS: Except as otherwise defined in the Condominium Instruments for the Condominium all capitalized terms in the Condominium Instruments shall have the meanings specified in Section 55-79.41 of the Code of Virginia, 1950 Edition, as amended.

II. NAME OF THE CONDOMINIUM: The condominium established hereby shall be known as GRAY'S POINTE, A CONDOMINIUM ("The Condominium").

III. LOCATION OF BUILDINGS AND UNITS: The location and dimensions of the buildings on the Submitted Land are shown on the "Plat" attached as Exhibit "C" hereto. The location of the Units within the aforesaid buildings are shown on the "Plans" attached as Exhibit "D" hereto.

IV. UNIT BOUNDARIES: The boundaries of each Unit are as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(1) Upper Boundary: The horizontal plane of the bottom surface of the concrete slab or wood joists (as the case may be) of the ceiling except where there is a dropped ceiling in which locations the upper boundary is the horizontal plane which includes the top side of the wallboard of the dropped ceiling.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated concrete floor slab or wood subflooring (as the case may be).

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the unit are the vertical planes which include the back surface of the wallboard of all walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

(c) The unit includes the room containing the heating and air-conditioning apparatus serving only that unit (whether or not located within the unit boundaries), which apparatus is part of the unit. Any portion of a utility system or other apparatus serving more than one unit (e.g., pipes, conduits, ducts) which is located partially within and partially outside the unit is part of the common elements. Any portion of a utility system serving only one unit which is located outside the unit is a limited common element appurtenant to that unit.

(d) Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the By-laws, attached as Exhibit "B" hereto, shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Unit Owners Association of the Condominium.

(e) The Common Elements of the Condominium shall include all portions of the Condominium other than the Units.

V. THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS:  
Pursuant to Section 55-79.55 of The Condominium Act, each Unit in the Condominium has been allocated a percentage of interest in the Common Elements of the Condominium based on the proportion which the par value of each unit bears to the par value of all units then comprising the Condominium. The par value of each of the unit types to be included in the Condominium shall be as follows:

<u>Unit Type</u>	<u>Par Value</u>
One (1) Bedroom	55
One (1) Bedroom with Den	60
Two (2) Bedroom	65

All units labeled on the Plans (Exhibit "D" to the Declaration) as 2A, 2B, 2C, 2AR, 2AR(H), 2BR, or 2CR are two (2) bedroom units. All units labeled 1AD, 1BD, 1ARD, or 1BRD are one (1) bedroom units with a den. All units labeled 1A, 1B, 1AR, 1BR, or 1BR(H) are one (1) bedroom units.

A schedule listing each unit, its par value and its Common Element Interest and labeled "Common Element Interest Schedule" is attached hereto and made a part hereof as Exhibit "E".

VI. LIMITED COMMON ELEMENTS: Limited Common Elements, if any, shall be those specified in Section 55-79.50(e) of the Code of Virginia, 1950, as amended, and those which may be marked and identified on the Plans attached as Exhibit "D". Any expense of replacement relating to such Limited Common Elements and all structural maintenance, repair or replacement thereof, shall be treated as and paid for as part of the expenses of upkeep of the Unit Owners Association.

VII. ASSIGNMENT OF LIMITED COMMON ELEMENTS: Declarant reserves the right to assign any Common Elements shown on the Plats and Plans and labeled "Common Elements which may be assigned as Limited Common Elements", for the exclusive use of certain Unit Owners to whose Units the Common Element so assigned would become appurtenant. The Declarant may assign any such Common Element as a Limited Common Element pursuant to the provisions of Section 55-79.57(c) of the Code of Virginia, 1950, as amended, by making such an assignment in the Deed to the Unit to which such designated Limited Common Element shall become appurtenant and subsequently confirming such assignment by recording an appropriate amendment to this Declaration or to the Plans.

VIII. DESIGNATION OF RESERVED COMMON ELEMENTS: The Board of Directors of the Unit Owners Association shall have the power in its discretion to: (i) designate from time to time any portion of the Common Elements (not designated by Declarant pursuant to Article VII herein) as "Reserved Common Elements"; (ii) grant reserved rights therein to the Unit Owners Association and to any or less than all of the Unit Owners; and (iii) establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

IX. OPTION TO EXPAND CONDOMINIUM: Declarant hereby expressly reserves unto itself and/or its successors and assigns, the option and right to expand this Condominium pursuant to Section 55-79.63 of the Condominium Act and subject to the provisions of this Article.

(a) The option to expand shall be at the sole option of Declarant and shall not require the consent of any Unit Owner or Mortgagee.

(b) This option to expand the Condominium project shall expire seven (7) years after the date of recording of this Declaration if not sooner exercised; however, Declarant may, at any time prior to the expiration of such period, terminate its option to expand by recording among the land records wherein this Declaration is recorded, an executed and notarized document terminating this option.

(c) The metes and bounds description of that property which may be added to this Condominium is set forth in Exhibit "A-1" and hereinafter referred to as "Additional Land".

(d) Declarant expressly reserves the right to add any or all portions of the Additional Land at any time, at different times, in any order, without limitation, provided, however, that the Additional Land shall not exceed the total area of all that parcel described in Exhibit "A-1" attached hereto. Both the Submitted Land and Additional Land are graphically depicted on Exhibit "C" entitled "Plat", which Plat is attached hereto and made a part hereof.

(e) At such time as the Condominium is expanded, the maximum number of Units on the Additional Land will not exceed two hundred seventy-five (275) Units. The maximum number of Units on any portion of the Additional Land added to the Condominium shall not exceed fifty (50) Units per acre. Moreover, the maximum number of Units in the Condominium, as a whole, shall never exceed two hundred eighty-seven (287) Units or fifty (50) Units per acre.

(f) Declarant expressly reserves the right to create Common Elements upon the Additional Land which may be subsequently assigned as Limited Common Elements. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.

(g) The Declarant makes no assurances as to the location of buildings in which Units are located on the Additional Land.

(h) All Units to be created on any portion of the Additional Land shall, except for model Units or administrative offices of Declarant, be restricted exclusively to residential use.

(i) Upon the Additional Land, Declarant may (but shall not be obligated to) construct facilities for the purpose of serving this Condominium as may be expanded by the Additional Land or portions of the Additional Land which Declarant may retain for rental. Declarant reserves the right to construct such service facilities on such portion or portions of the Additional Land as it deems necessary, but Declarant makes no assurances that such improvements will be compatible in quality, materials and style with the improvements on the Submitted Land.

(j) The Units to be created in the improvements on the Additional Land will be reasonably compatible in quality with the improvements on the submitted land but need not be the same materials or style. No assurances are made by the Declarant as to the size or type of Units that may be created in the future on the Additional Land.

(k) The allocation of Common Element Interests for Units created on the Additional Land shall be based on the relative par value of each Unit as set forth in Article V of this Declaration. Therefore, in the event that the Condominium is

expanded to include any portion of the Additional Land, the Common Element Interests of all Units in the Condominium shall be based on the proportion which the par value of each Unit in the Condominium bears to the par value of all Units then comprising the Condominium.

(l) In the event Declarant shall not add or adds and then subsequently withdraws, all or any portion of the Additional Land in accordance with Sections 55-79.54(b) and 55-79.54(d) of the Code of Virginia, as amended, Declarant shall nevertheless have the unrestricted right to demolish, construct, alter and operate, without restriction, and for any legal purpose, any improvements located on said Additional Land or any portion thereof.

(m) In the event Declarant determines to exercise its option to expand, in addition to such other easements or rights it may have reserved, Declarant shall have the easements as set forth in Section 55-79.65 of the Code of Virginia, as amended.

(n) Declarant expressly reserves the right to create Convertible Lands or Withdrawable Lands, or both, within any portion of the Additional Land added to the Condominium, in accordance with Sections 55-79.54(b) and Section 55-79.54(d) of the Code of Virginia, as amended. No conversion of convertible land shall occur, however, after five years from the recordation of this Declaration, in accordance with Section 55-79.61(c) of the Code of Virginia, as amended.

X. PARKING: Except to such parking spaces as may be assigned or reserved pursuant to Articles VII or VIII hereof and subject to such parking or other easements which may exist in favor of Declarant, or others, all parking spaces located on the Condominium Property and such legal rights as may exist for use of the parking spaces on public streets abutting the Condominium Property, shall be deemed Common Elements and shall be available for use of all Unit Owners on a first come-first served basis.

XI. EASEMENTS AND OTHER ENCUMBRANCES, ETC.:

Section 1. Easements, Rights-of-Way of Record:

The Submitted Land and the Additional Land are subject to certain easements, rights-of-way and covenants of record. The location of said easements and rights-of-way as well as the Deed Book and page references wherein said easements and rights-of-way were imposed are shown on the Plat attached as Exhibit "C" hereto.

Section 2. Easement for Ingress and Egress through Common Elements, Access to Units and Support:

(a) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Unit Owners Association. Each Condominium Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

(b) The Declarant reserves in favor of the Declarant and the Managing Agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 55-79.79 of the Condominium Act and Article XI, Section 3, of the Bylaws. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time. Further, until the expiration of the warranty period, such entry shall be permitted to perform warranty related work (for the benefit of the Unit being entered, other Units or the Common Elements) whether or not the Unit Owner consents or is present at the time.

(c) Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

Section 3. Declarant's Right to Grant Easements:

The Declarant shall have the right, prior to the termination of maximum time permitted for the Declarant control period for an expandable condominium under Section 55-79.74(a) of The Condominium Act, to grant and reserve easements and rights-of-way through, under, over and across the Condominium Property for access and construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities.

Section 4. Easement to Facilitate Sales:

All Units shall be subject to an easement in favor of the Declarant pursuant to Section 55-79.66 of The Condominium Act. The Declarant reserves the right to use any Units owned or leased by the Declarant (not to exceed fifteen (15) in number), as models, management offices, sales offices or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Condominium; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Condominium such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Condominium Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to erect temporary offices on any portion of the Submitted and Additional Land for models, sales offices, management offices,

customer services and similar purposes. The reservation of this easement to facilitate sales is expressly applicable to the Submitted Land and the Additional Land. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Unit Owners other than the Declarant.

Section 5. Easement for Operation or Development of Improvements on Additional Land.

There is reserved to the Declarant and/or its successors, such easements over, across and under the Submitted Land and Additional Land for the purposes of ingress, egress to and construction, installation and maintenance of such drainage areas or structures, utility lines or systems (including, but not limited to, water, storm and sanitary sewer, gas, cable television, electricity and telephone) as may be reasonably necessary for the development of the Condominium or for the normal operation of improvements located on any portion of the Additional Land which may not be added or added and subsequently withdrawn from the Condominium.

Section 6. Easements for Encroachments.

Declarant and each Unit Owner, to the extent required, shall have an easement pursuant to Section 55-79.60 of The Condominium Act.

Section 7. Easement to Facilitate Expansion:

Declarant shall have as to both the Submitted Land and the Additional Land all easements set forth in Section 55-79.65 of The Condominium Act.

Section 8. Easement for Removal of Common Elements, Etc.:

There is reserved to the Declarant and/or its contractors, agents and employees the right of entry onto the Common Elements of the Condominium for the purposes of performing such improvements, repairs, alterations, restoration or removal of the Units and Common Elements of the Condominium as Declarant may reasonably deem necessary. This reservation shall be construed so as to permit Declarant and/or its agents to remove and/or replace any and all Common Elements requiring repair, modification or alteration.

Section 9. Easement for Construction:

Declarant expressly reserves the right to enter upon the Common Elements for the purpose of performing such improvements as Declarant shall deem advisable in conjunction with its construction of the Units and/or Common Elements. Declarant shall further have the unrestricted right to temporarily store in

or upon the Common Elements such building and construction equipment or supplies used in connection with its construction activities for the Units and Common Elements. The right herein reserved shall be deemed to include the right of Declarant to temporarily locate upon the Common Elements such temporary construction trailers or offices as may in Declarant's sole judgment be deemed necessary for its construction activity.

XII. CONVERTIBLE SPACES: Declarant may designate as Convertible Spaces, as defined in Section 55-79.41(j) of The Condominium Act, all or any portion of any building on the Additional Land when added to the Condominium. The conversion of such Convertible Spaces shall be made pursuant to Section 55-79.62 of The Condominium Act.

XIII. EXTERIOR MAINTENANCE: There is reserved to the Unit Owners Association of the Condominium the exclusive right to provide for all exterior painting and maintenance of all of the Units and structures in the Condominium and such maintenance of the exterior of the Units and structures in the Condominium shall be a Common Expense to be paid for as part of the expense of upkeep of the Unit Owners Association.

XIV. RELOCATION OF BOUNDARIES BETWEEN UNITS: Subject to the provisions of Article VI, Section 7, and Article IX, Section 8 of the By-laws, Unit Owners may cause the relocation of Condominium boundaries between adjoining Units pursuant to the provisions of Section 55-79.69 of The Condominium Act.

XV. SUBDIVISION OF UNITS: Subject to the provisions of Article VI, Section 7, and Article IX, Section 8, of the By-laws, Unit Owners may cause the subdivision of any Unit pursuant to the provisions of Section 55-79.70 of The Condominium Act.

XVI. RIGHT TO LEASE OR SELL UNITS: Declarant shall own in fee simple each Condominium Unit not sold to a purchaser or otherwise transferred. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by Declarant on such terms and conditions as may be acceptable to Declarant. Upon expiration of Declarant's control period, Declarant's right to lease any Unit is subject to the provisions of the Condominium Instruments.

XVII. PRIORITY OF MORTGAGES: Except as specifically provided in the Condominium Instruments, no provision of the Condominium Instruments shall be construed to grant to any Unit Owner, or to any other person, any priority over any right of Mortgagees.

XVIII. NO OBLIGATIONS: Nothing contained in the Condominium Instruments shall be deemed to impose upon Declarant, or its successors or assigns, any obligation of any nature to

build or provide any buildings except to the extent required by The Condominium Act.

XIX. BYLAWS OF THE CONDOMINIUM: Pursuant to Section 55-79.73(a) of The Condominium Act, the Bylaws attached as Exhibit "B" to this Declaration, are recorded simultaneously herewith to provide for the self-government of the Condominium by an association of all of the Unit Owners ("The Unit Owners Association").

XX. SPECIAL DECLARANT RIGHTS, ETC.: Special Declarant rights shall be those specified in Section 55-79.41(x1) of The Condominium Act. Any transfer of any Special Declarant right shall be in accordance with Section 55-79.74:3 of The Condominium Act.

XXI. AMENDMENT TO DECLARATION: No amendment to the Declaration may be made without the prior written approval of the institutional lenders holding first mortgages or first deeds of trust encumbering Condominium Units ("Mortgagees") where such approval is provided for in any section of Article IX of the By-laws of the Unit Owners Association, or where such approval is required elsewhere in the Condominium Instruments or by The Condominium Act.

IN WITNESS WHEREOF, the said Milton Company, a Virginia Corporation, has caused this Declaration to be executed in its corporate name.

The Milton Company

By: \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF VIRGINIA  
COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, by \_\_\_\_\_ of The Milton Company, on behalf of said Corporation

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

TO

DECLARATION

DESCRIPTION OF SUBMITTED LAND

DESCRIPTION OF A PORTION OF THE LAND OF  
THE MILTON COMPANY (BEING PHASE 8, GRAY S POINTE CONDOMINIUM)  
PROVIDENCE DISTRICT, FAIRFAX COUNTY, VIRGINIA

*BEGINNING at a point in the westerly line of TOWNWOOD DRIVE, said point being the southeasterly corner of PARCEL "A", SECTION 1, TOWNES OF GREENBRIAR;*

*THENCE running with the westerly line of TOWNWOOD DRIVE the following courses and distances: with the arc of a curve to the left, whose radius is 385.00 feet, a distance of 143.08 feet to a point, with the arc of a curve to the right, whose radius is 25.00 feet, a distance of 31.98 feet to a point and with the arc of a curve to the left, whose radius is 55.00 feet, a distance of 12.55 feet to a point;*

*THENCE departing the westerly line of TOWNWOOD DRIVE and running through THE LAND OF THE MILTON COMPANY and continuing with northerly and easterly lines of SECTION 1, GREENBRIAR GARDEN APARTMENTS N 64° 25' 08" W 188.77 feet to a point and N 25° 34' 52" E 141.68 feet to a point, said point being the southwesterly corner of PARCEL "A", SECTION 1, TOWNES OF GREENBRIAR;*

*THENCE departing the easterly line of SECTION 1, GREENBRIAR GARDEN APARTMENTS and running with the southerly line of said PARCEL "A" S 64° 25' 08" E 112.97 feet to a point and N 59° 10' 49" E 31.24 feet to the point of BEGINNING CONTAINING 0.5697 ACRES.*

*December 7, 1984*

*HUNTLEY, NYCE & ASSOCIATES, P.C.*

EXHIBIT "A-1"

TO

DECLARATION

DESCRIPTION OF ADDITIONAL LAND

PHASE NINE

DESCRIPTION OF A PORTION OF THE LAND OF  
THE MILTON COMPANY (BEING PHASE 9, GRAY S POINTE CONDOMINIUM)  
PROVIDENCE DISTRICT, FAIRFAX COUNTY, VIRGINIA

**BEGINNING** at a point in the easterly line of TOWNWOOD DRIVE, said point being the southwesterly corner of PARCEL "B", SECTION 1, TOWNES OF GREENBRIAR;

**THENCE** departing the easterly line of TOWNWOOD DRIVE and running with the southerly and easterly lines of said PARCEL "B" N 86° 11' 36" E 120.75 feet to a point and N 17° 03' 15" E 46.51 feet to a point;

**THENCE** departing the easterly line of said PARCEL "B" and running through THE LAND OF THE MILTON COMPANY the following courses and distances: S 78° 09' 15" E 90.65 feet to a point, S 11° 50' 45" W 99.20 feet to a point, S 78° 25' 32" W 60.69 feet to a point, S 11° 34' 28" E 41.00 feet to a point, S 78° 25' 32" W 134.00 feet to a point, N 11° 34' 28" W 8.50 feet to a point, with the arc of a curve to the left, whose radius is 10.00 feet, a distance of 8.46 feet to a point and with the arc of a curve to the left, whose radius is 70.00 feet, a distance of 25.95 feet to a point in the aforementioned easterly line of TOWNWOOD DRIVE;

**THENCE** running with the easterly line of TOWNWOOD DRIVE with the arc of a curve to the left, whose radius is 55.00 feet, a distance of 71.34 feet to a point and N 14° 25' 07" W 59.50 feet to the point of **BEGINNING** CONTAINING 0.6149 ACRES.

December 7, 1984

HUNTLEY, NYCE & ASSOCIATES, P.C.

PHASE TEN

DESCRIPTION OF A PORTION OF THE LAND OF  
THE MILTON COMPANY (BEING PHASE 10, GRAY S POINTE CONDOMINIUM)  
PROVIDENCE DISTRICT, FAIRFAX COUNTY, VIRGINIA

*BEGINNING* at a point in the easterly line of TOWNWOOD DRIVE, said point being the northwesterly corner of PARCEL "B", SECTION 1, TOWNES OF GREENBRIAR;

*THENCE* running with the easterly line of TOWNWOOD DRIVE with the arc of a curve to the right, whose radius is 335.00 feet, a distance of 74.61 feet to a point and N 25° 34' 52" E 25.00 feet to a point;

*THENCE* departing the easterly line of TOWNWOOD DRIVE and running through THE LAND OF THE MILTON COMPANY the following courses and distances: S 64° 25' 08" E 253.97 feet to a point, S 11° 50' 45" W 88.17 feet to a point, N 78° 09' 15" W 16.50 feet to a point, S 11° 50' 45" W 24.70 feet to a point and N 78° 09' 15" W 90.65 feet to a point in the easterly line of PARCEL "B", SECTION 1, TOWNES OF GREENBRIAR;

*THENCE* running with the easterly and northerly lines of said PARCEL "B" N 17° 03' 15" E 36.49 feet to a point and N 64° 25' 08" W 163.00 feet to the point of *BEGINNING* CONTAINING 0.6484 ACRES.

December 7, 1984

HUNTLEY, NYCE & ASSOCIATES, P.C.

PHASE ONE

DESCRIPTION OF A PORTION OF THE LAND OF  
THE MILTON COMPANY (BEING PHASE 1, GRAY S POINTE CONDOMINIUM)  
PROVIDENCE DISTRICT, FAIRFAX COUNTY, VIRGINIA

BEGINNING at a point in the southerly line of LEE-JACKSON MEMORIAL HIGHWAY (ROUTE #50), said point being the northwesterly corner of THE LAND OF STOCKSTILL;

THENCE departing the southerly line of LEE-JACKSON MEMORIAL HIGHWAY and running with the westerly line of STOCKSTILL S 11° 50' 45" W 63.00 feet to a point;

THENCE departing the westerly line of STOCKSTILL and running through THE LAND OF THE MILTON COMPANY the following courses and distances: S 74° 04' 13" W 113.76 feet to a point, S 11° 50' 45" W 66.00 feet to a point, N 78° 09' 15" W 39.50 feet to a point, N 11° 50' 45" E 77.00 feet to a point and N 64° 25' 06" W 219.82 feet to a point in the easterly line of TOWNWOOD DRIVE;

THENCE running with the easterly line of TOWNWOOD DRIVE N 25° 34' 52" E 110.28 feet to a point and with the arc of a curve to the right, whose radius is 25.00 feet, a distance of 39.28 feet to a point in the aforementioned southerly line of LEE-JACKSON MEMORIAL HIGHWAY;

THENCE running with the southerly line of LEE-JACKSON MEMORIAL HIGHWAY S 64° 25' 06" E 306.03 feet to the point of BEGINNING CONTAINING 1.0553 ACRES.

December 7, 1984

HUNTLEY, NYCE & ASSOCIATES, P.C.

PHASE TWO

DESCRIPTION OF A PORTION OF THE LAND OF  
THE MILTON COMPANY (BEING PHASE 2, GRAY S POINTE CONDOMINIUM)  
PROVIDENCE DISTRICT, FAIRFAX COUNTY, VIRGINIA

BEGINNING at a point in the easterly line of TOWNWOOD DRIVE, said point lying S 25° 34' 52" W 110.28 feet and with the arc of a curve to the left, whose radius is 25.00 feet, a distance of 39.28 feet from a point in the southerly line of LEE-JACKSON MEMORIAL HIGHWAY (ROUTE #50);

THENCE departing the easterly line of TOWNWOOD DRIVE and running through THE LAND OF THE MILTON COMPANY the following courses and distances: S 64° 25' 06" E 219.82 feet to a point, S 11° 50' 45" W 143.83 feet to a point and N 64° 25' 08" W 253.97 feet to a point in the aforementioned easterly line of TOWNWOOD DRIVE;

THENCE running with the easterly line of TOWNWOOD DRIVE N 25° 34' 52" E 139.72 feet to the point of BEGINNING CONTAINING 0.7598 ACRES.

December 7, 1984

HUNTLEY, NYCE & ASSOCIATES, P.C.

PHASE THREE

DESCRIPTION OF A PORTION OF THE LAND OF  
THE MILTON COMPANY (BEING PHASE 3, GRAY'S POINTE CONDOMINIUM)  
PROVIDENCE DISTRICT, FAIRFAX COUNTY, VIRGINIA

BEGINNING at a point in the westerly line of THE LAND OF STOCKSTILL, said point lying S 11° 50' 45" W 63.00 feet from a point in the southerly line of LEE-JACKSON MEMORIAL HIGHWAY, being the northwesterly corner of STOCKSTILL;

THENCE running with the westerly line of STOCKSTILL S 11° 50' 45" W 331.64 feet to a point;

THENCE departing the westerly line of STOCKSTILL and running through THE LAND OF THE MILTON COMPANY the following courses and distances: N 78° 09' 15" W 100.65 feet to a point, S 11° 50' 45" W 39.37 feet to a point, N 78° 09' 15" W 56.00 feet to a point, N 11° 50' 45" E 97.00 feet to a point, S 78° 09' 15" E 16.50 feet to a point, N 11° 50' 45" E 155.00 feet to a point, S 78° 09' 15" E 39.50 feet to a point, N 11° 50' 45" E 66.00 feet to a point and N 74° 04' 13" E 113.76 feet to the point of BEGINNING CONTAINING 0.9703 ACRES.

December 7, 1984

HUNTLEY, NYCE & ASSOCIATES, P.C.

PHASE FOUR

DESCRIPTION OF A PORTION OF THE LAND OF  
THE MILTON COMPANY (BEING PHASE 4, GRAY'S POINTE CONDOMINIUM)  
PROVIDENCE DISTRICT, FAIRFAX COUNTY, VIRGINIA

BEGINNING at a point in the westerly line of THE LAND OF STOCKSTILL, said point lying S 11° 50' 45" W 394.64 feet from a point in the southerly line of LEE-JACKSON MEMORIAL HIGHWAY (ROUTE #50), being the northwesterly corner of STOCKSTILL;

THENCE running with the westerly line of STOCKSTILL and continuing with the westerly line of THE LAND OF MITCHELL S 11° 50' 45" W 326.31 feet to a point;

THENCE departing the westerly line of MITCHELL and running through THE LAND OF THE MILTON COMPANY the following courses and distances: N 51° 55' 14" W 156.57 feet to a point, N 78° 25' 32" E 37.89 feet to a point, N 01° 20' 17" W 91.54 feet to a point, N 78° 09' 15" W 23.83 feet to a point, S 78° 25' 32" W 32.00 feet to a point, N 11° 34' 28" W 82.00 feet to a point, N 78° 25' 32" E 60.69 feet to a point, N 11° 50' 45" E 26.89 feet to a point, S 78° 09' 15" E 56.00 feet to a point, N 11° 50' 45" E 39.37 feet to a point and S 78° 09' 15" E 100.65 feet to the point of BEGINNING CONTAINING 0.9720 ACRES.

December 7, 1984

HUNTLEY, NYCE & ASSOCIATES, P.C.

DESCRIPTION OF A PORTION OF THE LAND OF  
THE MILTON COMPANY (BEING PHASE 5, GRAY'S POINTE CONDOMINIUM)  
PROVIDENCE DISTRICT, FAIRFAX COUNTY, VIRGINIA

BEGINNING at a point in THE LAND OF THE MILTON COMPANY, said point lying N 84° 18' 52" E 347.80 feet from a point in the easterly line of SECTION 5, GREENBRIAR;

THENCE running through THE LAND OF THE MILTON COMPANY the following courses and distances:

N 01° 17' 40" E 41.28 feet to a point, N 11° 34' 28" W 57.94 feet to a point, N 84° 18' 52" E 13.00 feet to a point and N 01° 17' 40" E 108.99 feet to a point in the southerly termination line of TOWNWOOD DRIVE;

THENCE running with the southerly termination line of TOWNWOOD DRIVE with the arc of a curve to the left, whose radius is 55.00 feet, a distance of 84.93 feet to a point;

THENCE departing the southerly termination line of TOWNWOOD DRIVE and running through THE LAND OF THE MILTON COMPANY the following courses and distances: with the arc of a curve to the right, whose radius is 70.00 feet, a distance of 25.95 feet to a point, with the arc of a curve to the right, whose radius is 10.00 feet, a distance of 8.46 feet to a point, S 11° 34' 28" E 8.50 feet to a point, N 78° 25' 32" E 134.00 feet to a point, S 11° 34' 28" E 41.00 feet to a point, N 78° 25' 32" E 32.00 feet to a point, S 78° 09' 15" E 23.83 feet to a point, S 01° 20' 17" E 91.54 feet to a point and S 78° 25' 32" W 312.64 feet to the point of BEGINNING CONTAINING 1.0254 ACRES.

December 7, 1984

HUNTLEY, NYCE & ASSOCIATES, P.C.

PHASE SIX

DESCRIPTION OF A PORTION OF THE LAND OF  
THE MILTON COMPANY (BEING PHASE 6, GRAY'S POINTE CONDOMINIUM)  
PROVIDENCE DISTRICT, FAIRFAX COUNTY, VIRGINIA

*BEGINNING* at a point in the easterly line of SECTION 5, GREENBRIAR, said point being a southeasterly corner of SECTION 1, GREENBRIAR GARDEN APARTMENTS;

*THENCE* departing the easterly line of SECTION 5, GREENBRIAR and running with southerly and easterly lines of SECTION 1, GREENBRIAR GARDEN APARTMENTS the following courses and distances: N 42° 50' 06" E 60.75 feet to a point, with the arc of a curve to the left, whose radius is 405.00 feet, a distance of 121.34 feet to a point, with the arc of a curve to the right, whose radius is 540.00 feet, a distance of 280.65 feet to a point, S 34° 33' 20" E 59.99 feet to a point, N 55° 26' 45" E 100.00 feet to a point and N 44° 40' 45" E 14.39 feet to a point;

*THENCE* departing the easterly line of SECTION 1, GREENBRIAR GARDEN APARTMENTS and running through THE LAND OF THE MILTON COMPANY the following courses and distances: N 84° 18' 52" E 85.10 feet to a point, S 05° 41' 08" E 16.50 feet to a point, N 84° 18' 52" E 76.00 feet to a point, S 05° 41' 08" E 39.50 feet to a point, N 84° 18' 52" E 95.00 feet to a point, S 11° 34' 28" E 57.94 feet to a point, S 01° 17' 40" W 41.28 feet to a point and S 84° 18' 52" W 347.80 feet to a point in the aforementioned easterly line of SECTION 5, GREENBRIAR;

*THENCE* running with the easterly line of SECTION 5, GREENBRIAR the following courses and distances: N 34° 33' 14" W 148.87 feet to a point, with the arc of a curve to the left, whose radius is 500.00 feet, a distance of 259.85 feet to a point and N 64° 19' 54" W 137.47 feet to the point of *BEGINNING* CONTAINING 1.5206 ACRES.

December 7, 1984

HUNTLEY, NYCE & ASSOCIATES, P.C.

DESCRIPTION OF A PORTION OF THE LAND OF  
THE MILTON COMPANY (BEING PHASE 7, GRAY S POINTE CONDOMINIUM)  
PROVIDENCE DISTRICT, FAIRFAX COUNTY, VIRGINIA

BEGINNING at a point, said point being a northeasterly corner of SECTION 1, GREENBRIAR GARDEN APARTMENTS;

THENCE running through THE LAND OF THE MILTON COMPANY S 64° 25' 08" E 103.77 feet to a point in the westerly line of TOWNWOOD DRIVE;

THENCE running with the westerly line of TOWNWOOD DRIVE with the arc of a curve to the left, whose radius is 55.00 feet, a distance of 76.75 feet to a point;

THENCE departing the westerly line of TOWNWOOD DRIVE and running through THE LAND OF THE MILTON COMPANY the following courses and distances: S 01° 17' 40" W 108.99 feet to a point, S 84° 18' 52" W 108.00 feet to a point, N 05° 41' 08" W 39.50 feet to a point, S 84° 18' 52" W 76.00 feet to a point, N 05° 41' 08" W 16.50 feet to a point and S 84° 18' 52" W 85.10 feet to a point in the easterly line of SECTION 1, GREENBRIAR GARDEN APARTMENTS;

THENCE running with the easterly line of SECTION 1, GREENBRIAR GARDEN APARTMENTS N 44° 40' 45" E 273.71 feet to the point of BEGINNING CONTAINING 0.8431 ACRES.

December 7, 1984

HUNTLEY, NYCE & ASSOCIATES, P.C.

PHASE ELEVEN

DESCRIPTION OF PARCEL "B", SECTION 1,  
TOWNES OF GREENBRIAR  
PROVIDENCE DISTRICT, FAIRFAX COUNTY, VIRGINIA

BEGINNING at a point in the easterly line of TOWNWOOD DRIVE, said point being a southwesterly corner of THE LAND OF SETH HORNE FAMILY LIMITED PARTNERSHIP;

THENCE departing the easterly line of TOWNWOOD DRIVE and running with various lines of THE LAND OF SETH HORNE FAMILY LIMITED PARTNERSHIP the following courses and distances: S 64° 25' 08" E 163.00 feet to a point, S 17° 03' 15" W 83.00 feet to a point, S 86° 11' 36" W 120.75 feet to a point and with the arc of a curve to the right, whose radius is 335.00 feet, a total distance of 159.26 feet, (passing through a point at 139.26 feet, being the southeasterly corner of TOWNWOOD DRIVE at its southerly termination), continuing with the aforementioned easterly line of TOWNWOOD DRIVE, to the point of BEGINNING CONTAINING 0.39473 ACRES.

November 16, 1984

HUNTLEY, NYCE & ASSOCIATES, P.C.

