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Corrected  
DECLARATION  
OF  
WESTWOOD VILLAGE CONDOMINIUM

BK 10885 1936

Prepared by and Return to:  
Haight, Tramonte, Siciliano, Flask & Yec. , P.C.  
8221 Old Courthouse Road  
Suite 300  
Vienna, Virginia 22182 (JJR) Box 12

0229-1-18-0000-C

Pursuant to the provisions of Chapter 4.2, Title 55 of the Code of Virginia, as amended ("The Condominium Act"), Rocky Gorge at Tysons, L.L.C., a Virginia limited liability company, its successors and assigns (the "Declarant"), the fee simple owner of the land located in Fairfax County, Virginia which is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference ("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 an Expandable Condominium with the consent of Ohio Savings Bank F.S.B., which joins in the submission of the Submitted Land to this Declaration.

Each Owner of a Unit in the Condominium will own its Unit in fee simple absolute and, in addition, will own an undivided fee simple interest in the Common Elements as a tenant in common with the other Unit Owners

I. DEFINED TERMS: Except as otherwise defined herein or in the other Condominium Instruments, all capitalized terms used in the Condominium Instruments shall have the meanings specified in Section 55-79.41 of The Condominium Act.

II. NAME OF CONDOMINIUM: The condominium established hereby shall be known as WESTWOOD VILLAGE CONDOMINIUM (the "Condominium").

III. LOCATION OF BUILDINGS AND UNITS. The locations and dimensions of the buildings on the Submitted Land are shown on the "Plat" attached as Exhibit

This instrument is being re-recorded to attach Attachment "A" to the Bylaws which was inadvertently omitted when the instrument was originally recorded. Tax Exempt pursuant to Va. Code Section 58.1-810(2).

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"D" hereto and made a part hereof by reference. The location of the units comprising living quarters ("Units") within the aforesaid buildings are shown on the "Plans" attached as Exhibit "E" hereto and made a part hereof by reference.

IV. UNIT BOUNDARIES:

A. The boundaries of each Unit are as follows:

1. Upper and Lower (horizontal) Boundaries:

The upper and lower boundaries of the Units are the following boundaries extended to their respective intersections with the vertical (perimetric) boundaries:

(a) Upper Boundary: In one-level Units, the horizontal plane of the top surface of the wallboard of the ceiling; In two-level Units, the horizontal plane of the top surface of the wallboard of the upper level ceiling; in Units with vaulted ceilings, the plane formed by the top surface of the wallboard of the ceiling.

(b) Lower Boundary: In one-level Units the horizontal plane of the bottom surface of the finished floor of the Unit including any material used to attach the finished flooring to the subflooring. In two level Units, the horizontal plane of the bottom surface of the finished floor of the lower level, including any material used to attach the finished flooring to the subflooring. Subflooring together with the ceiling joists dividing the two levels are part of the Common Elements.

2. 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 their respective intersections with each other and with the upper and lower boundaries.

3. Apparatus: The Unit includes the heating and air-conditioning apparatus serving only that Unit (whether or not located within the Unit boundaries). Notwithstanding the Unit boundaries, any portion of a utility system or other apparatus which serves more than one Unit (e.g., pipes, conduits, ducts) and which is located partially within and partially outside of the Unit is part of the Common Elements. Any portion of a utility system which serves only one Unit but which is located outside of the Unit is a Limited Common Element appurtenant to that Unit.

B. Maintenance Responsibilities: Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the provisions of the By-Laws, attached hereto and made a part hereof as Exhibit "C", shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Unit Owners' Association (as defined in Section XVIII hereof).

V. COMMON ELEMENTS: The Common Elements of the Condominium shall include all portions of the Condominium other than the Units. Pursuant to Section 55-79.55 of The Condominium Act, each Unit in the Condominium has been allocated an undivided proportionate percentage of interest in the Common Elements of the Condominium ("Common Element Interest") based on its size. Attached as Exhibit "B" hereto and made a part hereof by reference is a schedule listing each Unit in Phase 5 by its identifying number and respective share of Common Element Interest.

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VI. LIMITED COMMON ELEMENTS: Limited Common Elements, if any, shall be those specified in Section 55-79.50(a) of The Condominium Act, those marked and identified on the Plans attached hereto as Exhibit "E", and those created in accordance with Section 55-79.57 of the Condominium Act.

VII. ASSIGNMENT OF LIMITED COMMON ELEMENTS: The Declarant reserves the right to assign any Common Element for the exclusive use of a specific Unit Owner as a Limited Common Element in accordance with the provisions of Section 55-79.57 of The Condominium Act, by making such an assignment in the Deed to the Unit to which such designated Limited Common Element shall become appurtenant and confirming such assignment by recording among the land records of Fairfax County, Virginia 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 (the "Board of Directors") 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 one or fewer than all of the Unit Owners; and (iii) establish a reasonable charge to such Unit Owner(s) for the use and maintenance thereof. Such designation by the Board of Directors 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 its successors and assigns the option and right to expand this

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Condominium in accordance with to Section 55-79.63 of The Condominium Act and the provisions of this Article IX.

A. Expansion of the Condominium shall be at the sole option of the Declarant and shall not require the consent of any Unit Owner or Mortgagee (as defined in the By-Laws).

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

C. The metes and bounds of that property which may be added to this Condominium is set forth in Exhibit "A-1" attached and made a part hereof by reference and hereinafter referred to as "**Additional Land**".

D. The Declarant expressly reserves the right to add any or all portions of the Additional Land to the Condominium 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 of that parcel described in Exhibit "A-1". Both the Submitted Land and Additional Land are graphically depicted on Exhibit "D" to this Declaration.

E. At such time as the Condominium is expanded, the maximum number of Units on the Additional Land will not exceed one hundred forty-six (146)

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Units. The maximum number of Units in the Condominium, as a whole, shall not exceed one hundred sixty-two (162) Units.

F. The Declarant expressly reserves the right to create Common Elements upon the Additional Land which may be subsequently assigned as Limited Common Elements. The 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 on the Additional Land of buildings in which Units are located.

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

I. The Declarant reserves the right to construct recreational facilities, administrative offices, and other such ancillary facilities on such portion or portions of the Additional Land as it deems necessary, but the Declarant makes no assurances that such improvements will be constructed or, if constructed, 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 of construction 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.

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K. The allocation of Common Element Interests for Units created on the Additional Land shall be on a proportionate basis based on the size of each Unit. All one-story Units will be allocated the same Common Element Interest and all two-story Units will be allocated the same Common Element Interest. 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 adjusted based on the same proportionate basis (including all Units added on the Additional Land).

L. In the event the Declarant does 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 Condominium Act, the Declarant shall nevertheless have the unrestricted right to demolish, construct, alter and operate without restriction, and for any lawful purpose, any improvements located on the Additional Land.

M. The 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 55-79.54(d) of The Condominium Act. No conversion on convertible land shall occur, however, after seven (7) years from the recordation of this Declaration, in accordance with Section 55-79.61 of The Condominium Act.

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X. EASEMENTS AND OTHER ENCUMBRANCES:

A. 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 by which said easements and rights-of-way were created, are shown on the Plat attached as Exhibit "D" hereto.

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

1. 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 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.

2. Each Unit Owner, the Declarant, the managing agent of The Unit Owners Association and the Unit Owners Association are hereby granted an easement for ingress and egress over as necessary to access any of the Common Elements of the Condominium, subject to such reasonable rules, regulations and restrictions as may be imposed by the Unit Owners Association.

3. The Declarant reserves in favor of the Declarant and the managing agent of the Unit Owners Association 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 VI, Section 8 of the By-Laws. In the case



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of an emergency, such entry shall be immediate whether or not the Unit Owner is present at the time of entry. Furthermore, until the expiration of the warranty period set forth in Section 55-79.79(b) of The Condominium Act, 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 of entry.

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

C. 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, cable television and other utilities.

D. 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 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

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thereof may be removed. The Declarant further reserves the right to maintain on the Condominium property advertising signs, 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.

E. Easement for Operation or Development of Improvements on Additional Land.

There is reserved to the Declarant such easements over, across and under the Submitted Land and Additional Land for the purposes of ingress and egress, and construction, installation and maintenance of such drainage areas or structures, utility lines or systems (including, but not limited to, water, storm, 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 regardless of whether such Additional Land is added or is added and subsequently withdrawn from the Condominium.

F. Easements for Encroachments

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

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**G. Easement to Facilitate Expansion:**

Declarant shall have, in addition to such other easements or rights it has reserved, as to both the Submitted Land and the Additional Land all easements set forth in Section 55-79.65 of The Condominium Act.

**H. 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 for the purposes of performing such improvements, repairs, alterations, restoration or removal of the Units and Common Elements as the 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 or all Common Elements requiring repair, modification or alteration.

**I. 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.

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J. Easement for Use of Common Elements of the Association:

Each Unit Owner has an easement for access to and use of the Common Elements as described in the aforesaid Declaration and any amendments thereto.

XI. ADDITIONAL CONVERTIBLE SPACES: Declarant may designate as additional Convertible Spaces, 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 in accordance with to Section 55-79.62 of The Condominium Act.

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

XIII. RELOCATION OF BOUNDARIES BETWEEN UNITS: Subject to the provisions of Article VI, Section 7 and Article IX, Section 7 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.

XIV. SUBDIVISION OF UNITS: Subject to the provisions of Article VI, Section 7 and Article IX, Section 7 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.

XV. RIGHT TO LEASE OR SELL UNITS: The Declarant shall own in fee simple each Condominium Unit not sold to a purchaser or otherwise transferred. The Declarant retains the right to enter into leases with any third parties for the occupancy

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of any of the Units owned by the Declarant on such terms and conditions as may be acceptable to the Declarant. Upon the expiration of the Declarant's control period, the Declarant's right to lease any Unit is subject to the provisions of the Condominium Instruments.

XVI. 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.

XVII. NO OBLIGATIONS. Nothing contained in the Condominium Instruments shall be deemed to impose upon the Declarant any obligation of any nature to build or provide any buildings except to the extent required by The Condominium Act

XVIII. BY-LAWS OF THE CONDOMINIUM: Pursuant to Section 55-79.73(A) of The Condominium Act, the By-Laws, 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").

XIX. SPECIAL DECLARANT RIGHTS, ETC.: Special Declarant rights shall be those specified in Section 55-79.41 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.

XX. USE RESTRICTIONS ON UNITS AND COMMON ELEMENTS:

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

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A. Except for the areas of the Condominium designated for recreational use, if any, no Unit shall be used for other than housing and the related common purposes for which the property was designed. Nothing in this Declaration shall be construed to prohibit the Declarant from using any Unit owned by Declarant for promotional, marketing, administrative office, display or other related purposes or from using any appropriate portion of the Common Elements for settlement of sales of Condominium Units.

B. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominium or any part thereof without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Limited Common Elements or Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any applicable law, regulation or administrative ruling. No waste will be committed in the Common Elements or Limited Common Elements

C. No immoral, improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all applicable laws, orders, ordinances, rules and regulations of all governmental entities having jurisdiction over the Condominium shall be complied with by and at the sole expense of the Unit Owner or the Board of Directors, whichever has responsibility for the that portion of the Condominium. If the responsibility is that of the Board of Directors, then the cost of such compliance shall be a Common Expense.

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D. No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for storage by the Board of Directors, if any) without the prior written approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Directors.

E. The sidewalks, entrances, passages, vestibules, stairways, and any other part of the Common Elements used for ingress and egress shall not be obstructed or encumbered by any person or entity; nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar nature be stored therein or thereon, except upon the prior written consent of the Board of Directors.

F. No Unit shall be rented for transient or hotel purposes. No Unit shall be leased or rented for an initial period of less than six (6) months. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Condominium Instruments, and providing that failure to comply constitutes a default under the lease. The Board of Directors may provide a suggested standard form lease for use by Unit Owners. Each Unit Owner shall, promptly following the execution of any lease of a Unit, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this subparagraph, except the restriction

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against use for hotel or transient purposes, shall not apply to the Declarant or to a Mortgagee in possession of a Unit as a result of a foreclosure.

G. Commercial vehicles, trailers, campers, recreational vehicles or boats may not be parked on the Property. No vehicle shall remain on the Condominium premises unless it has current state license plates, a current Fairfax County decal (if legally required of the vehicle's owner) and a current inspection sticker. Repairing vehicles of any kind shall not be permitted upon the Condominium property. Washing of vehicles of any kind shall not be permitted on the Condominium property unless the Board of Directors, in its discretion, designates an area or areas for such activity.

H. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed one cat or dog and one bird per Unit without the written approval of the Board of Directors, is permitted, subject to the rules and regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days' written notice from the Board of Directors and provided, further, that no animal shall be kept within any Unit or Common Element in violation of Fairfax County ordinances. Such pets shall not be permitted upon the Common Elements



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unless accompanied by an owner and unless carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium property shall be deemed to have indemnified and agreed to hold the Condominium, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. Each pet owner shall be required to clean up any and all excrement from his or her pet.

I Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Elements without the prior written approval of the Board of Directors. The provisions of this subparagraph shall not be applicable to the institutional holder of any first mortgage or deed of trust which comes into possession of a Unit by reason of any remedies provided for in the mortgage or deed of trust or by a foreclosure event.

J. Wall-to-wall carpeting and padding shall be maintained on all floor surfaces (excluding kitchens, closets, bathrooms and those areas with wood floors provided by the Declarant) in Units located over other Units in order to reduce the transmission of sound between Units. Additionally, at least 75% of any area with wood floors must be kept carpeted. Except for those major appliances as may be installed by Declarant during its initial construction of Units or by Unit Owners as

replacements thereof, additional major appliances may not be installed in a Unit without the prior written approval of the Board of Directors.

K. The Common Elements which comprise the recreational facilities of the Condominium, if any, may be used for general recreational purposes by Unit Owners, their families, tenants and guests in accordance with the Condominium rules and regulations. The Board of Directors may, from time to time, promulgate reasonable rules and regulations regarding the use of any such recreational facilities.

L. No Unit Owner shall allow anything whatsoever to fall from the windows, balcony or deck of a Unit, nor shall he or she sweep or throw from his Unit any dirt or other substances outside of his Unit.

M. Refuse and bagged garbage shall be deposited in the area provided therefor.

N. No clothesline or similar device shall be permitted on any portion of the Condominium property, including Limited Common Areas, nor shall clothes be hung anywhere except in such areas as are designated by the Board of Directors. The Board of Directors may choose not to designate such areas.

O. No Unit Owner is or shall be permitted to install any type of fireplace within his or her Unit without the prior written consent of the Board of Directors.

P. No Unit Owner shall make or permit any excessively disturbing noises by himself or herself, his or her family, lessees, servants, employees, agents, visitors and licensees, nor take any action or permit any action by such persons that

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will substantially interfere with the rights or reasonable comfort or convenience of other Unit Owners.

Q. No telephone, radio or television installation or other wiring, shall be made without the written consent of the Board of Directors. Any antenna or aerial erected or installed on the exterior walls of a Unit or on the Limited Common Elements or Common Elements of the Condominium, including the roof, without the written consent of the Board of Directors is subject to removal and disposal thereof without notice and at the cost of the Unit Owner for whose benefit the installation was made

R Waterbeds shall not be permitted in any Unit without the written consent of the Board of Directors.

Section 2. Rules and Regulations. Each Unit and the Common Elements shall be occupied and used in compliance with the rules and regulations adopted by the Board of Directors. Amendments to the rules and regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

Section 3. Utility Charges. The costs of utilities serving the Condominium not individually metered to a Unit shall be Common Expenses. Utilities for Common Elements shall be separately metered and shall be a Common Expense.

Section 4. Parking Spaces. The Declarant reserves the right to designate parking spaces for its use in conjunction with its sales program. Declarant and the Board of Directors shall have the right to reserve for the use of visitors and for short-term use by residents a portion of the parking spaces. No resident may regularly park

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a vehicle in such a parking space overnight. The cost of maintenance and repair of all parking areas shall be a Common Expense, assessed in accordance with the provisions of the By-Laws and this Declaration.

Section 5. Disclaimer of Bailee Liability. The Board of Directors, the Association, any Unit Owner and the Declarant shall not be considered a bailee of any personal property stored on the Common Elements (including vehicles parked in the parking areas of the Condominium), whether or not exclusive possession of the particular area is assigned to a Unit Owner, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

XXI. AMENDMENT TO DECLARATION: No amendment to the Declaration may be made without the prior written approval of (a) any governmental mortgage guarantor whose regulations require it or (b) the institutional lenders holding first mortgages or first deeds of trust encumbering Condominium Units where and as such approval is required by Article IX of the By-Laws of the Unit Owners' Association or where and as such approval is required elsewhere in the Condominium Instruments or by The Condominium Act.

XXII. SEVERABILITY: If any provision of the Condominium Instruments is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable. The Condominium Instruments shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Condominium Instruments; and the remaining provisions shall remain in full

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force and effect and shall not be effected by the illegal, invalid or unenforceable provision or by its severance.

XXIII. EASEMENT, MAINTENANCE AND COST SHARING AGREEMENT: The Association and all the Unit Owners within the Condominium shall be bound by the terms and provisions of that certain Easement, Maintenance and Cost Sharing Agreement to which Declarant is a party recorded among the land records of Fairfax County, Virginia in Deed Book 10474 at Page 1102.

IN WITNESS WHEREOF, Rocky Gorge at Tysons, L.L.C , a Virginia limited liability company with the consent and joinder of Ohio Savings Bank as evidenced by their execution hereof, has caused this Declaration to be executed in Fairfax County, Virginia, on November, 16 1998.

[SIGNATURE PAGES FOLLOW]

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ROCKY GORGE AT TYSONS, L.L.C.  
a Virginia limited liability company

By *Christopher S. Dement*  
Name: Christopher S Dement  
Title: Manager

COMMONWEALTH OF VIRGINIA,  
COUNTY OF FAIRFAX, to-wit

I, the undersigned Notary Public in and for the Commonwealth of Virginia at Large, do hereby certify that Christopher S Dement, who is personally well known to me to be the person named as Manager of Rocky Gorge at Tysons, L.L.C. in the foregoing Declaration bearing date on the 16 day of November, 1998, personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Rocky Gorge at Tysons, L.L.C., a Virginia limited liability company, the Declarant herein, and that he delivered the same as such.

GIVEN under my hand and seal this 16 day of November, 1998

*Vernon H. Magnus*  
NOTARY PUBLIC

My Commission expires: Sept 30, 2000

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OHIO SAVINGS BANK F.S.B.



By: [Signature]  
Name: ERIC EDLUND  
Title: VICE PRESIDENT

STATE OF OHIO  
COUNTY OF CUYAHOGA, to-wit:

I, the undersigned Notary Public in and for the State of OHIO at large, do hereby certify that ERIC EDLUND, who is personally well known to me to be the person named as VICE PRESIDENT of Ohio Savings Bank F.S.B. in the foregoing Declaration bearing date on the 24TH day of NOVEMBER, 1998, personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Ohio Savings Bank F.S.B., and that he delivered the same as such.

GIVEN under my hand and seal this 24TH day of NOVEMBER, 1998.

PATRICIA A. HAUPT, Notary Public  
State of Ohio  
My Commission Expires Oct. 29, 2001

[Signature]  
NOTARY PUBLIC

My Commission expires: 10/29/2001





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— EXHIBIT A —

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**Charles P. Johnson & Associates, Inc.**

PLANNERS

ENGINEERS

LANDSCAPE ARCHITECTS

SURVEYORS

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November 17, 1998

DESCRIPTION OF  
PHASE 5, BUILDING 5  
WESTWOOD VILLAGE CONDOMINIUM  
TYSONS VILLAGE  
HUNTER MILL DISTRICT  
FAIRFAX COUNTY, VIRGINIA

Beginning for the same at a point on the northerly line of Lot 11B, Westwood, said point being a corner common to SRS Properties, thence running with Westwood

- 1) South  $58^{\circ}36'22''$  West, 52.58 feet to a point at a corner common to Parcel "C-1". Tysons Village, Section 2, thence leaving Westwood and running with Tysons Village
- 2) North  $48^{\circ}02'21''$  West, 220.71 feet to a point, thence crossing to include a portion of said property, the following fifteen (15) courses and distances
- 3). North  $41^{\circ}15'25''$  East, 123.23 feet to a point of curvature, thence
- 4). 43.56 feet along the arc of a curve, deflecting to the left, having a radius of 114.25 feet and a long chord bearing and distance of North  $16^{\circ}59'49''$  East, 43.29 feet to a point, thence
- 5). South  $48^{\circ}02'21''$  East, 38.25 feet to a point, thence
- 6). South  $59^{\circ}47'35''$  West, 35.42 feet to a point, thence
- 7) South  $41^{\circ}57'39''$  West, 10.58 feet to a point, thence
- 8). North  $48^{\circ}02'21''$  West, 79.32 feet to a point, thence



BK 10885 1960

BK 10676 1227

Description of Phase 5, Building 5  
Westwood Village Condominium  
Fairfax County, Virginia  
November 17, 1998  
Page 2

- 9). North 42°03'09" East, 173.38 feet to a point, thence
- 10). South 48°02'21" East, 49.08 feet to a point, thence
- 11). South 82°00'15" East, 60.00 feet to a point, thence
- 12). South 07°59'45" West, 151.51 feet to a point of curvature, thence
- 13). 102.41 feet along the arc of a curve deflecting to the right, having a radius of 180.00 feet and a long chord bearing and distance of South 24°17'40" West, 101.03 feet to a point of tangency, thence
- 14). South 40°35'36" West, 69.17 feet to a point, thence
- 15). South 48°02'21" East, 68.17 feet to a point of curvature, thence
- 16). 84.14 feet along the arc of a curve, deflecting to the left, having a radius of 104.00 feet and a long chord bearing and distance of South 71°12'59" East, 81.86 feet to a point of tangency, thence
- 17). North 85°36'22" East, 22.65 feet to a point on the westerly line of SRS Properties, thence with SRS Properties
- 18). South 07°58'23" West, 53.75 feet to the point of beginning, containing 45,132 square feet or 1.036 acres of land more or less.



BK 10885 1961

~~BK 10676 1228~~

EXHIBIT A-1

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**Charles P. Johnson & Associates, Inc.**

PLANNERS

ENGINEERS

LANDSCAPE ARCHITECTS

SURVEYORS

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November 17, 1998

DESCRIPTION OF

PHASE 1, BUILDING 1

WESTWOOD VILLAGE CONDOMINIUM

TYSONS VILLAGE

HUNTER MILL DISTRICT

FAIRFAX COUNTY, VIRGINIA

Beginning for the same at a point on the westerly line of SRS Properties, said point being South 07°58'23" West, 331.59 feet from the intersection of said SRS lien with the southerly right-of-way line of the Dulles Airport and Toll Road, Route 267, thence with SRS Properties

- 1). South 07°58'23" West, 157.42 feet to a point, thence leaving said SRS and crossing to include a portion of said property, the following six (6) courses and distances
- 2). South 85°36'22" West, 22.65 feet to a point of curvature, thence
- 3). 84.14 feet along the arc of a curve, deflecting to the right, having a radius of 104.00 feet and a long chord bearing and distance of North 71°12'59" West, 81.86 feet to a point of tangency, thence
- 4). North 48°02'21" West, 68.17 feet to a point, thence
- 5). North 40°35'36" East, 69.17 feet to a point of curvature, thence
- 6). 55.47 feet along the arc of a curve, deflecting to the left, having a radius of 180.00 feet and a long chord bearing and distance of North 31°45'56" East, 55.26 feet to a point, thence
- 7). South 82°01'37" East, 99.49 feet to the point of beginning, containing 20,045 square feet or 0.460 acres of land, more or less.

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BK 10885 1962

~~BK 10676 1229~~

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**Charles P. Johnson & Associates, Inc.**

PLANNERS

ENGINEERS

LANDSCAPE ARCHITECTS

SURVEYORS

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November 17, 1998

DESCRIPTION OF  
PHASE 2, BUILDING 2  
WESTWOOD VILLAGE CONDOMINIUMS  
TYSONS VILLAGE  
HUNTER MILL DISTRICT  
FAIRFAX COUNTY, VIRGINIA

Beginning for the same at a point on the westerly line of SRS Properties, said point being South 07°58'23" West, 174.69 feet from the intersection of said SRS line with the southerly right-of-way line of Route 267, thence with SRS Properties

- 1). South 07°58'23" West, 156.90 feet to a point, thence leaving SRS Properties and crossing to include a portion of said property the following four courses and distances
- 2). North 82°01'37" West, 99.49 feet to a point, thence
- 3). 46.94 feet along the arc of a curve deflecting to the left, having a radius of 180.00 feet and a long chord bearing and distance of North 15°28'00" East, 46.81 feet to a point of tangency, thence
- 4). North 07°59'45" East, 110.53 feet to a point, thence
- 5). South 82°00'15" East, 93.34 feet to the point of beginning, containing 14.745 square feet or 0.339 acres of land, more or less.

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BK10885 1963

~~BK10676 1230~~

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Charles P. Johnson & Associates, Inc.

PLANNERS

ENGINEERS

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SURVEYORS

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November 17, 1998

DESCRIPTION OF  
PHASE 3, BUILDING 3  
WESTWOOD VILLAGE CONDOMINIUM  
TYSONS VILLAGE  
HUNTER MILL DISTRICT  
FAIRFAX COUNTY, VIRGINIA

Beginning for the same at a point on the southerly right-of-way line of Dulles Airport and Toll Road, Route 267, at a corner common to SRS Properties, thence leaving said Route 267 and running with SRS Properties

- 1). South  $07^{\circ}58'23''$  West, 174.69 feet to a point, thence leaving said SRS and crossing to include a portion of said property the following eleven (11) courses and distances
- 2). North  $82^{\circ}00'15''$  West, 93.34 feet to a point, thence
- 3). North  $07^{\circ}59'45''$  East, 40.98 feet to a point, thence
- 4). North  $82^{\circ}00'15''$  West, 60.00 feet to a point, thence
- 5). North  $48^{\circ}02'21''$  West, 49.08 feet to a point, thence
- 6). North  $24^{\circ}46'09''$  East, 82.84 feet to a point, thence
- 7). North  $65^{\circ}13'51''$  West, 29.01 feet to a point, thence
- 8). North  $24^{\circ}46'09''$  East, 13.00 feet to a point of curvature, thence

BK10885 1964

~~BK10676 1231~~

Description of Phase 3, Building 3  
Westwood Village Condominium  
Tysons Village  
Fairfax County, Virginia  
November 17, 1998  
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- 9). 7.85 feet along the arc of curve, deflecting to the left, having a radius of 5.00 feet and a long chord bearing and distance of North  $20^{\circ}13'51''$  West, 7.07 feet to a point of tangency thence
- 10). North  $65^{\circ}13'51''$  West, 55.26 feet to a point, thence
- 11). North  $22^{\circ}41'49''$  East, 29.02 feet to a point, thence
- 12). North  $24^{\circ}46'09''$  East, 27.90 feet to a point, on the aforesaid right-of-way line of Route 267, thence with said right-of-way
- 13). South  $65^{\circ}13'51''$  East, 245.36 feet to the point of beginning, containing 36,779 square feet or 0.844 of an acre of land, more or less.



BK 10885 1965

~~BK 10676-1292~~

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Charles P. Johnson & Associates, Inc.

PLANNERS

ENGINEERS

LANDSCAPE ARCHITECTS

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November 17, 1998

DESCRIPTION OF  
PHASE 4, BUILDING 4  
WESTWOOD VILLAGE CONDOMINIUM  
TYSONS VILLAGE  
HUNTER MILL DISTRICT  
FAIRFAX COUNTY, VIRGINIA

Beginning for the same at a point on the easterly line of Parcel "C-1" Tysons Village, Section 2, Deed Book 10291 at Page 837 at a corner common to Parcel "D", Tysons Village, Section 1, Deed Book 10173 at Page 552, thence running with Parcel "C-1 "

- 1) North 48°02'21" West, 232.42 feet to a point thence leaving said Parcel "C-1" and crossing to include a portion of said property the following seven (7) courses and distances
- 2) North 41°57'39" East, 118.17 feet to a point, thence
- 3) South 48°02'21" East, 224.12 feet to a point, thence
- 4) North 41°57'39" East, 10.58 feet to a point, thence
- 5) North 59°47'35" East, 35.42 feet to a point, thence
- 6) South 48°02'21" East, 38.25 feet to a point, thence
- 7) 43.56 feet along the arc of a curve, deflecting to the right, having a radius of 114.25 feet and a long chord bearing and distance of South 16°59'49" West, 43.29 feet to a point, thence

BK10885 1966

~~BK10676 1233~~

Description of Phase 4, Building 4  
Westwood Village Condominiums  
Tysons Village  
Fairfax County, Virginia  
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- 8) South  $41^{\circ}15'25''$  West, 123.33 feet to a point on the easterly line of the aforesaid Parcel "C-1", thence with Parcel "C-1"
- 9) North  $48^{\circ}02'21''$  West, 1.57 feet to a point at a corner common to the aforesaid Parcel "D", thence leaving Parcel "C-1" and running with Parcel "D" the following five (5) courses and distances
- 10). North  $41^{\circ}57'39''$  East, 115.00 feet to a point, thence
- 11). North  $48^{\circ}02'21''$  West, 20.00 feet to a point, thence
- 12). North  $41^{\circ}57'39''$  East, 25.00 feet to a point, thence
- 13). North  $48^{\circ}02'21''$  West, 39.00 feet to a point, thence
- 14). South  $41^{\circ}57'39''$  West, 140.00 feet to the point of beginning, containing 29,281 square feet or 0.672 acres of land, more or less.



BK 10885 1967

~~BK 10676 1234~~

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Charles P. Johnson & Associates, Inc.

PLANNERS

ENGINEERS

LANDSCAPE ARCHITECTS

SURVEYORS

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November 17, 1998

DESCRIPTION OF

PHASE 6, BUILDING 6

WESTWOOD VILLAGE CONDOMINIUMS

TYSONS VILLAGE

HUNTER MILL DISTRICT

FAIRFAX COUNTY, VIRGINIA

Beginning for the same at a point said point being located South  $65^{\circ}13'51''$  East, 252.11 feet and South  $24^{\circ}46'09''$  West, 27.90 feet and South  $22^{\circ}41'49''$  West, 29.02 feet from a corner common to the Dulles Airport and Toll Road, Route 267 and Parcel "E-1", Tysons Village, Section 2, Deed Book 10291 at Page 837 and running thence to cross and include a portion of said property the following eight (8) courses and distances

- 1) South  $65^{\circ}13'51''$  East, 55.26 feet to a point of curvature, thence
- 2) 7.85 feet along the arc of a curve, deflecting to the right, having a radius of 5.00 feet and a long chord bearing and distance of South  $20^{\circ}13'51''$  East, 7.07 feet to a point of tangency, thence
- 3). South  $24^{\circ}46'51''$  West, 13.00 feet to a point, thence
- 4) South  $65^{\circ}13'51''$  East, 29.01 feet to a point, thence
- 5). South  $24^{\circ}46'09''$  West, 82.84 feet to a point, thence
- 6). South  $42^{\circ}03'09''$  West, 173.38 feet to a point, thence
- 7). North  $48^{\circ}02'21''$  West, 114.80 feet to a point, thence
- 8) North  $41^{\circ}57'39''$  East, 243.34 feet to the point of beginning, containing, 27,928 square feet or 0.641 acres of land, more or less

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BK 10885 1968

~~BK 10576 1235~~

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**Charles P. Johnson & Associates, Inc.**

PLANNERS

ENGINEERS

LANDSCAPE ARCHITECTS

SURVEYORS

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November 17, 1998

DESCRIPTION OF  
PHASE 7, BUILDING 7  
WESTWOOD VILLAGE CONDOMINIUMS  
TYSONS VILLAGE  
HUNTER MILL DISTRICT  
FAIRFAX COUNTY, VIRGINIA

Beginning for the same at a point, said point being a corner common to Parcel "B", Section 1, Tysons Village, Deed Book 10173 at Page 552 and Parcel "C-1", Section 2, Tysons Village, Deed Book 10291 at Page 837 thence with Parcel "B" the following four (4) courses and distances

- 1). North  $41^{\circ}57'39"$  East, 39.44 feet to a point, thence
- 2). 11.76 feet along the arc of a curve deflecting to the right, having a radius of 48.00 feet and a long chord bearing and distance of North  $10^{\circ}59'38"$  West, 11.73 feet to a point of tangency, thence
- 3). North  $03^{\circ}58'38"$  West, 66.63 feet to a point curvature, thence
- 4). 12.98 feet along the arc of a curve, deflecting to the left, having a radius of 137.00 feet and a long chord bearing and distance of North  $06^{\circ}41'21"$  West, 12.97 feet to a point at a corner common to Parcel "E-1", Section 2, Tysons Village, Deed Book 10291 at Page 837, thence leaving Parcel "B" and running with Parcel "E-1"
- 5). North  $41^{\circ}57'39"$  East, 67.80 feet to a point, thence leaving Parcel "E-1" and crossing to include a portion of said property the following four (4) courses and distances
- 6). South  $48^{\circ}02'21"$  East, 61.00 feet to a point, thence

BK 10885 1969

~~BK 10676 1236~~

Description of Phase 7, Building 7  
Westwood Village Condominiums  
Tysons Village  
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Page 2

- 7). South  $41^{\circ}57'39''$  West, 43.05 feet to a point, thence
- 8). North  $48^{\circ}02'21''$  East, 167.66 feet to a point, thence
- 9). South  $41^{\circ}57'39''$  West, 118.17 feet to a point on the northerly line of Parcel "C-1",  
Section 2, Tysons Village, Deed Book 10291 at Page 837, thence with Parcel  
"C-1" the following three (3) courses and distances
- 10). North  $48^{\circ}02'21''$  West, 4.46 feet to a point, thence
- 11). North  $86^{\circ}30'04''$  West, 12.86 feet to a point, thence
- 12). North  $48^{\circ}02'21''$  West, 147.16 feet to the point of beginning, containing 26,718 square  
feet or 0.613 of an acre of land, more or less.



BK 10885 1970

~~BK 10676 1237~~

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Charles P. Johnson & Associates, Inc.

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November 17, 1998

DESCRIPTION OF  
PHASE 8, BUILDING 8  
WESTWOOD VILLAGE CONDOMINIUMS  
TYSONS VILLAGE  
HUNTER MILL DISTRICT  
FAIRFAX COUNTY, VIRGINIA

Beginning for the same at a point said point being located North 48°02'21" West, 232.42 feet and North 41°57'39" East, 118.71 feet from a corner common to Parcel "D", Section 1, Tysons Village, Deed Book 10173 at Page 552 and the northerly line of Parcel "C-1", Section 2, Tysons Village, Deed Book 10291 at Page 837, thence

- 1). North 48°02'21" West, 84.66 feet to a point, thence
- 2). North 41°57'39" East, 97.33 feet to a point, thence
- 3). South 48°02'21" East, 84.66 feet to a point, thence
- 4). South 41°57'39" West, 2 35 feet to a point, thence
- 5). South 48°02'21" East, 30.00 feet to a point, thence
- 6). South 41°57'39" West, 94.98 feet to a point, thence
- 7). North 48°02'21" West, 30 00 feet to the point of beginning, containing 11,090 square feet or 0.255 of an acre of land, more or less.

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BK 10885 1971

~~BK 10676 1238~~

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Charles P. Johnson & Associates, Inc.

PLANNERS

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LANDSCAPE ARCHITECTS

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November 17, 1998

DESCRIPTION OF  
PHASE 9, BUILDING 9  
WESTWOOD VILLAGE CONDOMINIUM  
TYSONS VILLAGE  
HUNTER MILL DISTRICT  
FAIRFAX COUNTY, VIRGINIA

Beginning for the same at a point on the southerly right-of-way line of the Dulles Airport and Toll Road, Route 267, said point being South 65°13'51" East, 70 61 feet from a corner common to Parcel "E-1", Tysons Village, Section 2, Deed Book 10291 at Page 837, thence with said Route 267

- 1). South 65°13'51" East, 181 50 feet to a point, thence leaving said Route 267 and crossing to include a portion of said property the following eleven (11) courses and distances
- 2). South 24°46'09" West, 27 90 feet to a point, thence
- 3). South 22°41'49" West, 29 02 feet to a point, thence
- 4). South 41°57'39" West, 148.36 feet to a point, thence
- 5). North 48°02'21" West, 30 00 feet to a point, thence
- 6). North 41°57'39" East, 2.35 feet to a point, thence
- 7). North 48°02'21" West, 84 66 feet to a point, thence
- 8). North 41°57'39" East, 91 69 feet to a point, thence

BK10885 1972

~~BK10676-239~~

Description of  
Phase 9, Building 9  
Westwood Village Condominiums  
Tysons Village  
Fairfax County, Virginia  
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- 9) North 65°13'51" West, 54.63 feet to a point, thence
- 10). North 24°46'09" East, 13.00 feet to a point, thence
- 11) North 20°11'20" East, 29.09 feet to a point, thence
- 12) North 24°46'09" East, 32.90 feet to the point of beginning, containing 26,133 square feet  
or 0.5999 of an acre of land, more or less.



BK10885 1973

~~BK10676 1240~~

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**Charles P. Johnson & Associates, Inc.**

PLANNERS

ENGINEERS

LANDSCAPE ARCHITECTS

SURVEYORS

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November 17, 1998

DESCRIPTION OF  
PHASE 10, BUILDING 10  
WESTWOOD VILLAGE CONDOMINIUMS  
TYSONS VILLAGE  
HUNTER MILL DISTRICT  
FAIRFAX COUNTY, VIRGINIA

Beginning for the same at a point on the southerly right-of-way line of the Dulles Airport and Toll Road, Route 267 at a corner common to Parcel "E-1", Section 2, Tysons Village, Deed Book 10291 at Page 837, thence with Route 267

- 1). South  $65^{\circ}13'51''$  East, 70.61 feet to a point, thence leaving said Route 267 and crossing to include a portion of said property the following eight (8) courses and distances.
- 2). South  $24^{\circ}46'09''$  West, 32 90 feet to a point, thence
- 3). South  $20^{\circ}11'20''$  West, 29.09 feet to a point, thence
- 4). South  $24^{\circ}46'09''$  West, 13 00 feet to a point, thence
- 5). South  $65^{\circ}13'51''$  East, 54.63 feet to a point, thence
- 6). South  $41^{\circ}57'39''$  West, 189 02 feet to a point, thence
- 7). North  $48^{\circ}02'21''$  West, 83 00 feet to a point, thence
- 8). North  $41^{\circ}57'39''$  East, 43.05 feet to a point, thence

BK 10885 1974

~~BK 10676 1241~~

Description of Phase 10, Building 10  
Westwood Village Condominiums  
Tysons Village  
November 17, 1998  
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- 9). North 48°02'21" West, 61.00 feet to a point, on the easterly line of the aforesaid Parcel "E-1", thence with Parcel "E-1"
- 10) North 41°57'39" East, 179.83 feet to the point of beginning, containing 27,605 square feet or 0.634 of an acre of land, more or less.

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BK 10885 1975

~~BK 10676 1242~~

**EXHIBIT B**

<u>Unit No.</u>	<u>Street Address</u>	<u>Common Element Interest</u>
1	1531-101 Northern Neck Drive	.0625
2	1531-102 Northern Neck Drive	.0625
3	1531-201 Northern Neck Drive	.0625
4	1531-202 Northern Neck Drive	.0625
5	1537-101 Northern Neck Drive	.0625
6	1537-102 Northern Neck Drive	.0625
7	1537-201 Northern Neck Drive	.0625
8	1537-202 Northern Neck Drive	.0625
9	1541-101 Northern Neck Drive	.0625
10	1541-102 Northern Neck Drive	.0625
11	1541-201 Northern Neck Drive	.0625
12	1541-202 Northern Neck Drive	.0625
13	1547-101 Northern Neck Drive	.0625
14	1547-102 Northern Neck Drive	.0625
15	1547-201 Northern Neck Drive	.0625
16	1547-202 Northern Neck Drive	.0625