

DECLARATION

Not for resale/Reuse

Not for resale use

DECLARATION
OF
WESTBRIAR PLAZA CONDOMINIUM

Pursuant to the provisions of Chapter 4.2, Title 55 of the Code of Virginia, as amended ("**The Condominium Act**"), JADE DUNN LORING METRO, L.L.C., a Virginia limited liability company, its successors and assigns ("**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 (the "**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 Westbriar Plaza, LLC, the owner of a portion of the Additional Land described in Exhibit "A-1" attached hereto and made a part hereof by reference, Key Bank and Trust, Harbourton Financial Corporation, LLC, Key Capital Corporation, Acacia Federal Savings Bank and TRISUN Financial Group, LLC, all of whom join 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 WESTBRIAR PLAZA 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 "D" hereto and made a part hereof by reference. The location of the units comprising living quarters ("**Living Units**" or, singularly "**Living Unit**") within the aforesaid buildings and of the parking spaces ("**Parking Units**" or, singularly "**Parking Unit**", and collectively referred to sometimes with the Living Units as "**Units**") 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 Living Unit are as follows:

1. Upper and Lower (horizontal) Boundaries:

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

(a) Upper Boundary: the horizontal plane of the top surface of the wallboard of the upper level ceiling.

(b) Lower Boundary: 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.

2. Vertical (perimetric) Boundaries: The vertical boundaries of the Living Unit are the vertical planes which include the back surface of the wallboard of

all walls bounding the Living Unit extended to their respective intersections with each other and with the upper and lower boundaries.

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

B. The boundaries of each Parking Unit are as follows:

1. Upper and Lower (horizontal) Boundaries:

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

(a) Upper Boundary:

(i) With respect to Parking Units located in the parking garage, the horizontal plane of the lowermost surface of the concrete slab immediately above the parking space dividing the garage from the building above;

(ii) With respect to surface Parking Units, an imaginary horizontal plane ten (10) feet above the Lower Boundary, as defined below.

(b) Lower Boundary: The horizontal plane of the uppermost surface of the concrete slab or asphalt surface immediately below the parking space.

2. Vertical (perimetric) Boundaries: The vertical boundaries of the Parking Units are the imaginary vertical planes which coincide with the center line of the stripe or other marking or delineation on the concrete slab or asphalt surface on which the Parking Unit is located denoting and separating the adjacent Parking Unit or Units, extended to intersect the upper and lower boundaries of the Parking Unit and to intersect the other lateral or perimetric boundaries thereof, which lateral or perimetric boundaries are imaginary vertical planes commencing at either end of each stripe or other marking or delineation on the concrete slab or asphalt surface on which the Parking Unit is located and continuing in a straight line perpendicular to the stripe or other marking until said perpendicular line intersects the stripe or other marking on the other side of the Parking Unit.

C. 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 Bylaws, 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 XX 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 Living Unit in the Condominium has been allocated a proportionate undivided interest in the Common Elements of the Condominium ("Common Element Interest") based on each respective Living Unit's par value as

determined by the Declarant. Attached as Exhibit "B" hereto and made a part hereof by reference is a schedule listing each Living Unit in Phase I by its identifying number, its respective par value and respective share of Common Element Interest.

VI. LIMITED COMMON ELEMENTS: Limited Common Elements, if any, shall be those specified in Section 55-79.50(e) of The Condominium Act, those marked and identified on the Plans attached hereto and to each Amendment to the Declaration subsequently recorded as Exhibit "E", and those created in accordance with Section 55-79.57 of the Condominium Act. Ownership of a Living Unit shall entitle the Owner thereof to the exclusive use and enjoyment of any Limited Common Element or Limited Common Elements attached or otherwise appurtenant thereto.

VII. ASSIGNMENT OF LIMITED COMMON ELEMENTS BY DECLARANT:
The Declarant reserves unto itself and its successors and assigns the right to assign any Common Element and additionally, any Limited Common Element identified on Exhibit "E" hereto or identified on any Exhibit attached to an Amendment to this Declaration subsequently recorded for the exclusive use of a specific Unit Owner in accordance with the provisions of Section 55-79.57 of The Condominium Act, by recording among the land records of Fairfax County, Virginia an appropriate amendment to this Declaration or to the Plans.

VIII. ASSIGNMENT OF LIMITED COMMON ELEMENTS BY ASSOCIATION:
The Board of Directors of the Unit Owners Association (the "**Board of Directors**") shall have the power in its discretion to designate from time to time any portion of the Common Elements and additionally, any Limited Common Element identified on Exhibit "E" hereto

or identified on any Exhibit attached to an Amendment to this Declaration subsequently recorded (and not designated by Declarant pursuant to Article VII herein) as Limited Common Elements in accordance with the provisions of Section 55-79.57 of The Condominium Act, by recording among the land records of Fairfax County, Virginia, an appropriate amendment to this Declaration or to the Plans.

IX. 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 or by the Board of Directors pursuant to Article VIII 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.

X. CONVERTIBLE SPACE. Declarant hereby expressly reserves unto itself and its successors and assigns the option and right to convert the areas designated as Convertible Space (as defined in the Section 55-79.41 of The Virginia Condominium Act) on Exhibit "E" hereto, or on any Exhibit "E" attached to an Amendment to this Declaration subsequently recorded, into Parking Units and/or Common Elements in accordance with the provisions of Section 55-79.62 of The Condominium Act and the provisions of this Article X.

A. Conversion of the Convertible Space 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 Bylaws).

B. Declarant reserves the right to convert any or all portions of the Convertible Space at any time, at different times, and in any order, without limitation.

C. Declarant expressly reserves the right to create Common Elements within the Convertible Space which may be subsequently assigned as Limited Common Elements or Reserved Common Elements.

D. Declarant makes no assurances as to the location within the Convertible Space of any Parking Unit, Common Element or Limited Common Element.

E. The Parking Units and Common Elements to be converted within the Convertible Space will be reasonably compatible in quality of construction with the Parking Units and Common Elements located elsewhere on the Condominium.

F. No Living Units will be created within the Convertible Space.

XI. OPTION TO EXPAND CONDOMINIUM: Declarant hereby expressly reserves unto itself and its successors and assigns the option and right to expand this Condominium in accordance with to Section 55-79.63 of The Condominium Act and the provisions of this Article XI.

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 Bylaws).

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 ninety-two (92) Units. The maximum number of Units in the Condominium, as a whole, shall not exceed one hundred sixteen (116) 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 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. Only the Living Unit types depicted on Exhibit "E" hereto shall be created in the improvements on the Additional Land.

K. The allocation of Common Element Interests for Living Units created on the Additional Land shall be on a proportionate basis based on the par value as assigned to each Living Unit. In the event that the Condominium is expanded to include any portion of the Additional Land, the Common Element Interests of all Living 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.

XII. 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 the Parking Units and storage units as necessary to access storage units or 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. Each Parking Unit and storage unit is hereby burdened with and subject to an easement for ingress and egress to the Common Elements, including Limited Common Elements by persons lawfully using or entitled to the same.

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 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. 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 an easement over the Parking Units for the purpose of access to

and maintenance of Common Elements and Limited Common Elements, including the storage units.

5. 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 [not to exceed five (5) 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 property advertising signs and banners, 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.

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.

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.

XIII. ADDITIONAL CONVERTIBLE SPACES: Declarant may designate as additional Convertible Spaces, all or any portion of any building or structure 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.

XIV. 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, except for exterior maintenance items, if any, that are to be maintained by the Unit Owner as set forth in the maintenance schedule attached to the Bylaws as Attachment "A".

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

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

XVII. 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 of any of the Units owned by the Declarant on such terms and conditions as may be solely 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.

XVIII. 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.

XIX. 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.

XX. BYLAWS OF THE CONDOMINIUM: Pursuant to Section 55-79.73(A) of The Condominium Act, the Bylaws, 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").

XXI. 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.

XXII. USE RESTRICTIONS ON UNITS AND COMMON ELEMENTS:

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

A. Except for the areas of the Condominium designated for recreational use, if any, no Living 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.

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) without the prior written approval of the Board of Directors. The Common Elements shall

not be altered, nor shall anything be constructed upon 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 object; nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, firewood 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. The foregoing provisions of this subparagraph, except the restriction 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 without the permission of the Board of Directors. 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 small, orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed one large dog (40 pounds or larger) or two small dogs (up to 40 pounds each) or cats and one bird per Living 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 Living Unit or Common Element in violation of Fairfax County ordinances. Such pets shall not be permitted upon the Common Elements unless accompanied by an owner and unless carried or leashed. Any Living Unit Owner or lessee of a Living 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 licensed and inoculated as required by law. Each pet owner is required to clean up any and all pet waste.

I. Except for such signs and banners 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 eighty percent (80%) of all floor surfaces (excluding kitchens, closets, bathrooms and those areas with wood floors provided by the Declarant) in Living Units located over other Living Units in order to reduce the transmission of sound between Living Units. Except for those major appliances as may be installed by Declarant during its initial construction of Living Units or by Unit Owners as replacements thereof, additional major appliances may not be installed in a Living 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 Living Unit Owners of the Condominium, The Westbriar Condominium, and the townhome owners of the Vienna Crossing Homeowners Association, their families, tenants and guests in accordance with that certain Declaration of Easement and Shared Maintenance Agreement recorded among the Fairfax County, Virginia land records in Deed Book

11356 at Page 1855 (the "Shared Maintenance Agreement"). In accordance with the Shared Maintenance Agreement, rules and regulations regarding the use of such recreational facilities shall be promulgated.

L. No Unit Owner shall allow anything whatsoever to fall from the windows, balcony or deck of a Living Unit; nor shall a Living Unit Owner sweep or throw any dirt or other substances outside of a 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, including but not limited to pet noises, and no Unit Owner shall permit such noises to be made by his or her family, lessees, servants, employees, agents, visitors and licensees. No Unit Owner shall take any action or permit any action that 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 Living Unit without the written consent of the Board of Directors.

S. Parking Units may be used for the parking of vehicles and for no other purpose. Parking Units may be sold only to a Living Unit Owner, and may be leased only (a) in connection with the lease of a Living Unit or (b) to another Living Unit Owner. Only legal residents of Living Units shall be entitled to lease Parking Units. No improvements or structure of any kind shall be constructed on a Parking Unit.

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, if any. 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 surface parking spaces. No resident or visitor may regularly

park a vehicle in such a parking space overnight, except with the express permission of Declarant or the Board of Directors. The cost of maintenance and repair of all parking areas, including the subterranean garages, regardless of ownership, shall be a Common Expense, assessed in accordance with the provisions of the Bylaws and this Declaration.

Section 5. Storage Areas; Disclaimer of Bailee Liability. Any storage cubicles or areas in the Condominium that may be provided in the future are Common Elements and may be assigned to Living Units by the Declarant or by appropriate resolution of the Board of Directors as Reserved Common Elements or Limited Common Elements in accordance with this Declaration and the Condominium Act. The Board of Directors, the Association, any Unit Owner and the Declarant shall not be considered a bailee, however, of any personal property stored on the Common Elements (including property located in storage cubicles or areas and vehicles parked in the parking areas of the Condominium), whether or not exclusive possession of the particular area is given to a Unit Owner for storage purposes, 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.

XXIII. ENCUMBRANCES: The Association and all the Unit Owners within the Condominium shall be bound by the terms and provisions of that certain Declaration of Protective Covenants and Restrictions for Metroplace at Dunn Loring, recorded among the land records of Fairfax County, Virginia in Deed Book 7190 at Page 1710, as amended, and that certain Declaration of Easement and Shared Maintenance Agreement, recorded among the land records of Fairfax County, Virginia in Deed Book 11356 at Page 1855.

XXIV. 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 the Bylaws of the Unit Owners Association or where and as such approval is required elsewhere in the Condominium Instruments or by The Condominium Act.

XXV. SEVERABILITY: If any provision of the Condominium Instruments is held to be illegal, invalid or unenforceable under present or future laws, such provision 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 force and effect and shall not be effected by the illegal, invalid or unenforceable provision or by its severance.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, Jade Dunn Loring Metro, L.L.C., a Virginia limited liability company, has caused this Declaration to be executed in Fairfax, Virginia, on December 4, 2002.

Jade Dunn Loring Metro, L.L.C.
a Virginia limited liability company

By [Signature]
Jon Luria, 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 Jon Luria, who is personally well known to me to be the person named as Manager of Jade Dunn Loring Metro, L.L.C. in the foregoing Declaration bearing date on the 4th day of December, 2002, personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Jade Dunn Loring Metro, 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 4th day of December, 2002.

[Signature]
NOTARY PUBLIC

My Commission expires: 5-31-03

Westbriar Plaza, LLC
a Virginia limited liability company

By: [Signature]
Jon Luria, 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 Jon Luria, who is personally well known to me to be the person named as Manager of Westbriar Plaza, LLC, personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Westbriar Plaza, LLC, a Virginia limited liability company, and that he delivered the same as such.

GIVEN under my hand and seal this 4th day of December, 2002.

[Signature]
NOTARY PUBLIC

My Commission expires: 5-31-03

Not for reuse

Key Bank and Trust
a Maryland Trust Company

By: [Signature]
Name: GEORGE WACHTER
Title: SR VICE PRESIDENT

STATE OF Maryland
CITY/COUNTY OF Baltimore, to-wit:

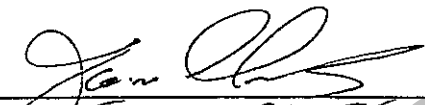
I, the undersigned Notary Public do hereby certify that GEORGE WACHTER who is personally well known to me to be the person named as SR. VICE PRES. of Key Bank and Trust, personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Key Bank and Trust, a Maryland Trust Company, and that he delivered the same on behalf of said trust company.

GIVEN under my hand and seal this 4th day of DECEMBER, 2002.

[Signature]
NOTARY PUBLIC
Deborah A. Redmer
NOTARY PUBLIC
Baltimore County, Maryland
My Commission Expires 6/1/06

My Commission expires: 6/1/06

Harbourton Financial Corporation
a Delaware corporation

By: 
Name: JAMES M. CLUETT
Title: Senior Vice President

STATE OF VIRGINIA,
CITY/COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public do hereby certify that JAMES M. CLUETT, who is personally well known to me to be the person named as Senior Vice President of Harbourton Financial Corporation personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Harbourton Financial Corporation, a Delaware corporation, and that he delivered the same on behalf of such limited liability company.

GIVEN under my hand and seal this 12th day of December, 2002.


NOTARY PUBLIC

My Commission expires:  September 29, 2003

Key Capital Corporation
a MARYLAND corporation

By: [Signature]
Name: GEORGE WACHTER
Title: SR VICE PRESIDENT

STATE OF MARYLAND
CITY/COUNTY OF BALTIMORE, to-wit:

I, the undersigned Notary Public do hereby certify that GEORGE WACHTER who is personally well known to me to be the person named as SR VICE PRES of Key Capital Corporation, personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Key Capital Corporation, a MARYLAND corporation, and that he delivered the same on behalf of said corporation.

GIVEN under my hand and seal this 4th day of DECEMBER, 2002.

[Signature]
NOTARY PUBLIC

My Commission expires: 6/1/06

Deborah A. Redmer
NOTARY PUBLIC
Baltimore County, Maryland
My Commission Expires 6/1/06

Acacia Federal Savings Bank
a federal savings bank

By: [Signature]
Name: Kevin J. Sullivan
Title: Vice President

STATE OF Maryland,
CITY/COUNTY OF Montgomery, to-wit:

I, the undersigned Notary Public do hereby certify that Kevin J. Sullivan, who is personally well known to me to be the person named as Vice President of Acacia Federal Savings Bank personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Acacia Federal Savings Bank, a federal savings bank, and that he delivered the same on behalf of said bank.

GIVEN under my hand and seal this 4 day of December, 2002.

[Signature]
NOTARY PUBLIC

My Commission expires: 7/1/03

TRISUN Financial Group, LLC
a Maryland limited liability company

By: [Signature]
Name: Steven Hurwitz
Title: President

STATE OF Maryland,
CITY/COUNTY OF Baltimore, to-wit:

I, the undersigned Notary Public do hereby certify that Steven Hurwitz, who is personally well known to me to be the person named as President of TRISUN Financial Group, LLC personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of TRISUN Financial Group, LLC, a Maryland limited liability company, and that he delivered the same on behalf of said limited liability company.

GIVEN under my hand and seal this 4th day of December, 2002.

[Signature]
NOTARY PUBLIC

My Commission expires: 2/1/03

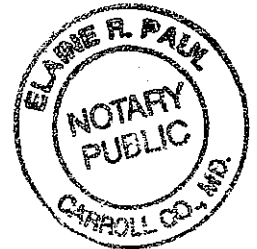


EXHIBIT A

Submitted Land

Not for resale use

December 2, 2002

**DESCRIPTION OF
PHASE 1
WESTBRIAR PLAZA CONDOMINIUM
PARCEL "L"
METRO PLACE AT DUNN LORING
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point in the westerly line of N/F Fairfax Merrifield Associates, said point also being the southeasterly corner of Parcel "H1", the terminus of Park Tower Drive (private street), Metro Place At Dunn Loring; thence departing Parcel "H1" and running along and with the westerly line of said Fairfax Merrifield Associates the following two (2) courses:

South $00^{\circ} 27' 13''$ West, a distance of 320.82 feet to a point,

Thence, South $81^{\circ} 51' 11''$ West a distance of 159.95 feet to the Northeasterly corner of Parcel "K", Metro Place At Dunn Loring,

Thence, departing said Fairfax Merrifield Associates and running along and with the North line of said Parcel "K" the following three (3) courses:

North $88^{\circ} 30' 38''$ West a distance of 84.68 feet to a point,

Thence; South $65^{\circ} 51' 27''$ West, a distance of 53.73 feet to a point;

Thence; South $89^{\circ} 47' 10''$ West, a distance of 8.32 feet to a point at the southeast corner of future Phase 5, Westbriar Plaza Condominium, Parcel "L", Metro Place At Dunn Loring; thence departing said Parcel "K" and along the westerly lines of said Phase 5 the following four (4) courses:

Thence; North $00^{\circ} 12' 50''$ West, a distance of 12.01 feet to a point,

Thence; 35.95 feet along the arc of a curve deflecting to the left, having a radius of 21.33 feet, a delta of $96^{\circ} 36' 01''$, a tangent of 23.94 feet, and a chord bearing and distance of North $41^{\circ} 29' 10''$ East, a distance of 31.84 feet to a point,

Thence; North $06^{\circ} 48' 51''$ West, a distance of 43.09 feet to a point,

Thence; 44.37 feet along the arc of a curve deflecting to the right, having a radius of 46.98 feet, a delta of $54^{\circ} 06' 44''$, a tangent of 24.00 feet, and a chord bearing and distance of North $20^{\circ} 14' 30''$ East a distance of 42.74 feet to a point on the southerly line of future Phase 3, Westbriar Plaza Condominium, Parcel "L", Metro Place At Dunn

Loring, thence departing said Phase 5 and running along and with the Southerly and Easterly line of said Phase 3 the following four (4) courses:

Thence; 29.43 feet along the arc of a curve deflecting to the right, having a radius of 46.98 feet, a delta of $35^{\circ} 53' 20''$, a tangent of 15.21 feet, and a chord bearing and distance of North $65^{\circ} 14' 30''$ East, a distance of 28.95 feet to a point,

Thence; North $83^{\circ} 11' 09''$ East, a distance of 109.07 feet to a point,

Thence; 13.56 feet along the arc of a curve deflecting to the left, having a radius of 22.97 feet, a delta of $33^{\circ} 50' 07''$, a tangent of 6.99 feet, and a chord bearing and distance of North $66^{\circ} 16' 04''$ East, a distance of 13.37 feet to a point,

Thence; North $00^{\circ} 27' 13''$ East, a distance of 131.68 feet to a point at the Southeast corner of future Phase 4, Westbriar Plaza Condominium, Parcel "L", Metro Place At Dunn Loring,

Thence departing said Phase 3 and running along and with the easterly line of said Phase 4,
North $00^{\circ} 27' 13''$ East a distance of 83.39 feet to a point on the southerly property line of said Parcel "H1",

Thence departing said Phase 4 and running along and with the southerly line of Parcel "H1",
South $89^{\circ} 32' 50''$ East, a distance of 123.64 feet to the point of beginning.

Containing 59,302 square feet of land, more or less.

LESS AND EXCEPT PHASE 2

Being on the property projecting upward from elevation 402.00', the base dimensions of which are described below:

Commencing at a point in the westerly line of N/F Fairfax Merrifield Associates, said point also being the southeasterly corner of Parcel "H1", the terminus of Park Tower Drive (private street), Metro place At Dunn Loring; thence, departing Parcel "H1" and running along and with the westerly line of said Fairfax Merrifield Associates South $00^{\circ} 27' 13''$ West a distance of 240.64 feet to the Point of Beginning.

Thence continuing with the said westerly and northerly lines of Fairfax Merrifield Associates the following two courses:

South $00^{\circ} 27' 13''$ West a distance of 80.18 feet to a point,

Thence, South $81^{\circ} 51' 11''$ West a distance of 159.95 feet to the northeasterly corner of Parcel "K", Metro Place At Dunn Loring;

Thence departing said Fairfax Merrifield Associates and on and along the north line of said Parcel "K", North 88° 30' 38" West, a distance of 84.68 feet to the southeasterly corner of Phase 1, Westbriar Plaza Condominium, Parcel "L", Metro Place At Dunn Loring;

Thence departing said Parcel "K", and running along and with Phase 1 the following nine (9) courses:

Thence, North 12° 41' 16" West, a distance of 11.22 feet to a point,

Thence, South 64° 31' 02" West, a distance of 5.18 feet to a point,

Thence, 6.22 feet along the arc of a curve deflecting to the right, having a radius of 3.28 feet, a delta of 108° 38' 59", a tangent of 4.57 feet and a chord bearing and distance of South 61° 11' 11" East, 5.33 feet to a point,

Thence, North 06° 48' 51" West a distance of 48.55 feet to a point,

Thence, 36.07 feet along the arc of a curve deflecting to the right, having a radius of 22.97 feet, a delta of 89° 59' 36", a tangent of 22.96 feet and a chord bearing and distance of South 38° 11' 22" West, 32.48 feet to a point,

Thence, North 83° 11' 09" East a distance of 109.57 feet to a point,

Thence, 36.65 feet along the arc of a curve deflecting to the left, having a radius of 46.98 feet, a delta of 44° 41' 51", a tangent of 19.61 feet and a chord bearing and distance of North 60° 50' 13" East, 35.72 feet to a point,

Thence, South 51° 30' 44" East a distance of 22.61 feet to a point,

Thence South 89° 32' 47" East a distance of 83.93 feet to the point of beginning

Containing 23,450 square feet of land more or less.

EXHIBIT A-1

Additional Land

Not for resale use

December 2, 2002

**DESCRIPTION OF
PHASE 2
WESTBRIAR PLAZA CONDOMINIUM
PARCEL "L"
METRO PLACE AT DUNN LORING
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Being on the property projecting upward from elevation 402.00', the base dimensions of which are described below:

Commencing at a point in the westerly line of N/F Fairfax Merrifield Associates, said point also being the southeasterly corner of Parcel "H1", the terminus of Park Tower Drive (private street), Metro place At Dunn Loring; thence, departing Parcel "H1" and running along and with the westerly line of said Fairfax Merrifield Associates South $00^{\circ} 27' 13''$ West a distance of 240.64 feet to the Point of Beginning.

Thence continuing with the said westerly and northerly lines of Fairfax Merrifield Associates the following two courses:

South $00^{\circ} 27' 13''$ West a distance of 80.18 feet to a point,

Thence, South $81^{\circ} 51' 11''$ West a distance of 159.95 feet to the northeasterly corner of Parcel "K", Metro Place At Dunn Loring;

Thence departing said Fairfax Merrifield Associates and on and along the north line of said Parcel "K", North $88^{\circ} 30' 38''$ West, a distance of 84.68 feet to the southeasterly corner of Phase 1, Westbriar Plaza Condominium, Parcel "L", Metro Place At Dunn Loring;

Thence departing said Parcel "K", and running along and with Phase 1 the following nine (9) courses:

Thence, North $12^{\circ} 41' 16''$ West, a distance of 11.22 feet to a point,

Thence, South $64^{\circ} 31' 02''$ West, a distance of 5.18 feet to a point,

Thence, 6.22 feet along the arc of a curve deflecting to the right, having a radius of 3.28 feet, a delta of $108^{\circ} 38' 59''$, a tangent of 4.57 feet and a chord bearing and distance of North $61^{\circ} 11' 11''$ West, 5.33 feet to a point,

Thence, North $06^{\circ} 48' 51''$ West a distance of 48.55 feet to a point,

Thence, 36.07 feet along the arc of a curve deflecting to the right, having a radius of 22.97 feet, a delta of $89^{\circ} 59' 36''$, a tangent of 22.96 feet and a chord bearing and distance of North $38^{\circ} 11' 22''$ East, 32.48 feet to a point,

Thence, North $83^{\circ} 11' 09''$ East a distance of 109.57 feet to a point,

Thence, 36.65 feet along the arc of a curve deflecting to the left, having a radius of 46.98 feet, a delta of $44^{\circ} 41' 51''$, a tangent of 19.61 feet and a chord bearing and distance of North $60^{\circ} 50' 13''$ East, 35.72 feet to a point,

Thence, South $51^{\circ} 30' 44''$ East a distance of 22.61 feet to a point,

Thence South $89^{\circ} 32' 47''$ East a distance of 83.93 feet to the point of beginning

Containing 23,450 square feet of land more or less.

Not for resale use

May 23, 2002

DESCRIPTION OF
FUTURE PHASES 3, 4 AND 5
WESTBRIAR PLAZA CONDOMINIUM
PARCEL "L"
METRO PLACE AT DUNN LORING
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

Parcel "L"

Beginning at a point in the westerly line of N/F Fairfax Merrifield Associates, said point also being a southeasterly corner of Parcel "H1", the terminus of Park Tower Drive (private street), Metro Place At Dunn Loring; thence departing Parcel "H1" and running along and with the westerly line of said Fairfax Merrifield Associates the following two (2) courses:

South $00^{\circ}27'13''$ West, a distance of 320.82 feet to a point; thence,

South $81^{\circ}51'11''$ West, a distance of 159.95 feet to a point in the northeasterly corner of Parcel "K", Metro Place At Dunn Loring; thence departing Fairfax Merrifield Associates and running along and with the northerly line of said Parcel "K" the following three (3) courses:

North $88^{\circ}30'38''$ West, a distance of 84.68 feet to a point; thence,

South $65^{\circ}51'27''$ West, a distance of 53.73 feet to a point; thence,

South $89^{\circ}47'10''$ West, a distance of 67.77 feet to a point in the easterly line of the aforesaid Parcel "H1"; thence departing Parcel "K" and running along and with the line of said Parcel "H1" the following three (3) courses:

North $01^{\circ}42'26''$ East, a distance of 185.46 feet to a point; thence,

286.55 feet along the arc of a curve deflecting to the right, having a radius of 185.00 feet, a delta of $88^{\circ}44'43''$, a tangent of 180.99 feet, and a chord bearing and distance of North $46^{\circ}04'50''$ East, 285.75 feet to a point; thence,

South $89^{\circ}32'50''$ East, a distance of 170.44 feet to the point of beginning.

Containing 2.6498 ACRES of land, more or less.

Page 2
Future Phases 3, 4, and 5
Westbriar Plaza Condominium
Metro Place at Dunn Loring
May 23, 2002

Less and except Phase 1 and Future Phase 2, Westbriar Plaza Condominium, Metro Place At Dunn Loring.

Beginning at a point in the westerly line of N/F Fairfax Merrifield Associates, said point also being a southeasterly corner of Parcel "H1", the terminus of Park Tower Drive (private street), Metro Place At Dunn Loring; thence departing Parcel "H1" and running along and with the westerly line of said Fairfax Merrifield Associates the following two (2) courses:

South $00^{\circ}27'13''$ West, a distance of 320.82 feet to a point; thence,

South $81^{\circ}51'11''$ West, a distance of 159.95 feet to a point in the northeasterly corner of Parcel "K, Metro Place At Dunn Loring; thence departing Fairfax Merrifield Associates and running along and with the northerly line of said Parcel "K" the following three (3) courses:

North $88^{\circ}30'38''$ West, a distance of 84.68 feet to a point; thence,

South $65^{\circ}51'27''$ West, a distance of 53.73 feet to a point; thence,

South $89^{\circ}47'10''$ West, a distance of 8.32 feet to a point in the southeasterly corner of future Phase 5, Westbriar Plaza Condominium; thence departing Parcel "K" and running along and with the line of said future Phase 5 the following three (3) courses:

North $00^{\circ}12'50''$ West, a distance of 12.01 feet to a point; thence,

35.95 feet along the arc of a curve deflecting to the left, having a radius of 21.33 feet, a delta of $96^{\circ}36'01''$, a tangent of 23.94 feet, and a chord bearing and distance of North $41^{\circ}29'10''$ East, 31.84 feet to a point; thence,

North $06^{\circ}48'51''$ West, a distance of 43.09 feet to a point; thence with the line of said future Phase 5 in part, and continuing along and with the line of future Phase 3, Westbriar Plaza Condominium,

73.80 feet along the arc of a curve deflecting to the right, having a radius of 46.98 feet, a delta of $90^{\circ}00'04''$, a tangent of 46.98 feet, and a chord bearing and distance of North $38^{\circ}11'09''$ East, 66.44 feet to a point; thence continuing along and with the line of said future Phase 3 the following two (2) courses:

EXHIBIT B

<u>Unit No.</u>	<u>Street Address</u>	<u>Par Value</u>	<u>Common Element Interest</u>
101	2663 Manhattan Place	248.93	4.1680
102	2663 Manhattan Place	248.93	4.1680
103	2663 Manhattan Place	248.93	4.1680
104	2663 Manhattan Place	248.93	4.1680
105	2663 Manhattan Place	248.93	4.1680
106	2663 Manhattan Place	248.93	4.1680
107	2663 Manhattan Place	248.93	4.1680
108	2663 Manhattan Place	248.93	4.1680
109	2663 Manhattan Place	248.93	4.1680
110	2663 Manhattan Place	248.93	4.1680
111	2663 Manhattan Place	248.93	4.1680
112	2663 Manhattan Place	248.93	4.1680
301	2663 Manhattan Place	268.97	4.5036
302	2663 Manhattan Place	240.00	4.0185
303	2663 Manhattan Place	240.00	4.0185
304	2663 Manhattan Place	240.00	4.0185
305	2663 Manhattan Place	287.29	4.8103
306	2663 Manhattan Place	268.97	4.5036
307	2663 Manhattan Place	240.00	4.0185
308	2663 Manhattan Place	240.00	4.0185
309	2663 Manhattan Place	240.00	4.0185
310	2663 Manhattan Place	240.00	4.0185
311	2663 Manhattan Place	240.00	4.0185
312	2663 Manhattan Place	240.00	4.0185

Parking Unit Nos.

1-63
HC-1
HC-2
C-1

NO COMMON ELEMENT INTEREST

EXHIBIT C

Not for resale use

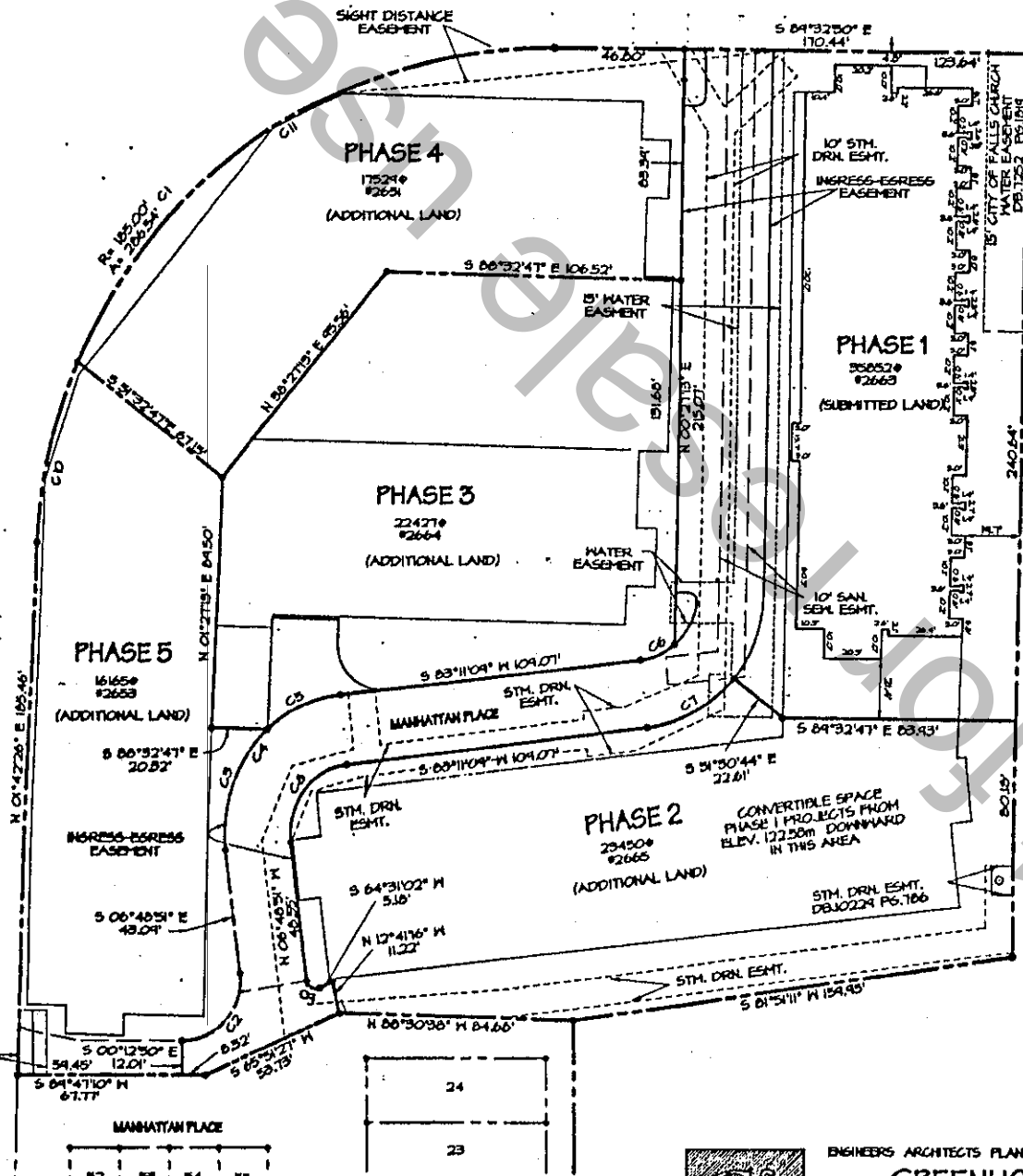
EXHIBIT 2

Not for resale use

UNLESS OTHERWISE SHOWN, ALL EXISTING EASEMENTS
HEREON ARE RECORDED IN DEED BOOK 1817 AT PAGE 1047.



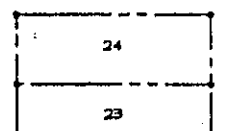
PARCEL "H"
PARK TOWER DRIVE



EX FALLS CHURCH
WATER ESMT.
DEPT 252 PG 184



PARCEL "K"



CURVE TABLE

CR	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	185.00'	66°44'43"	266.59'	180.99'	256.75'	N46°04'50"E
C2	21.33'	46°36'01"	35.45'	23.94'	31.84'	N41°24'07"E
C3	46.48'	54°08'44"	44.37'	24.00'	42.74'	N20°14'30"E
C4	46.48'	40°00'04"	35.20'	46.48'	66.44'	N86°11'01"E
C5	46.48'	35°33'20"	24.43'	15.21'	26.48'	S65°14'30"E
C6	22.97'	33°30'07"	13.56'	6.94'	13.37'	N66°16'04"E
C7	46.48'	44°41'51"	56.65'	19.51'	35.72'	S60°30'13"E
C8	22.97'	64°59'56"	36.07'	22.96'	52.40'	S86°11'22"E
C9	3.28'	106°38'54"	6.22'	4.57'	5.35'	S61°11'11"E
C10	185.00'	20°48'44"	67.20'	33.97'	66.83'	S12°06'50"E
C11	185.00'	67°39'34"	244.35'	124.63'	206.72'	N66°24'12"E

SURVEYOR'S CERTIFICATE

I, DOUGLAS M. DETWILER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS FLAT OF EXHIBIT "D" TO THE DECLARATION IS ACCURATE AND COMPLIES WITH SECTION 55-71.56(A) OF THE CONDOMINIUM ACT AS AMENDED, AND THAT THE IMPROVEMENTS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE, IN ACCORDANCE THEREWITH, EXCEPT AS SHOWN.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 200__.

DOUGLAS M. DETWILER LS.0648-B



NW FAIRFAX MERRIFIELD
ASSOCIATES

EXHIBIT "D"
CONDOMINIUM FLAT
SUBMITTED LAND AND
ADDITIONAL LAND
**WESTBRIAR PLAZA
CONDOMINIUM**
PARCEL "L"
METRO PLACE AT DUNN LORING

PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

ENGINEERS ARCHITECTS PLANNERS SCIENTISTS SURVEYORS PHOTOGRAMMETRISTS

GREENHORNE & O'MARA, INC.

11211 WAPLES MILL ROAD, FAIRFAX, VIRGINIA 22030

(703) 385-4800

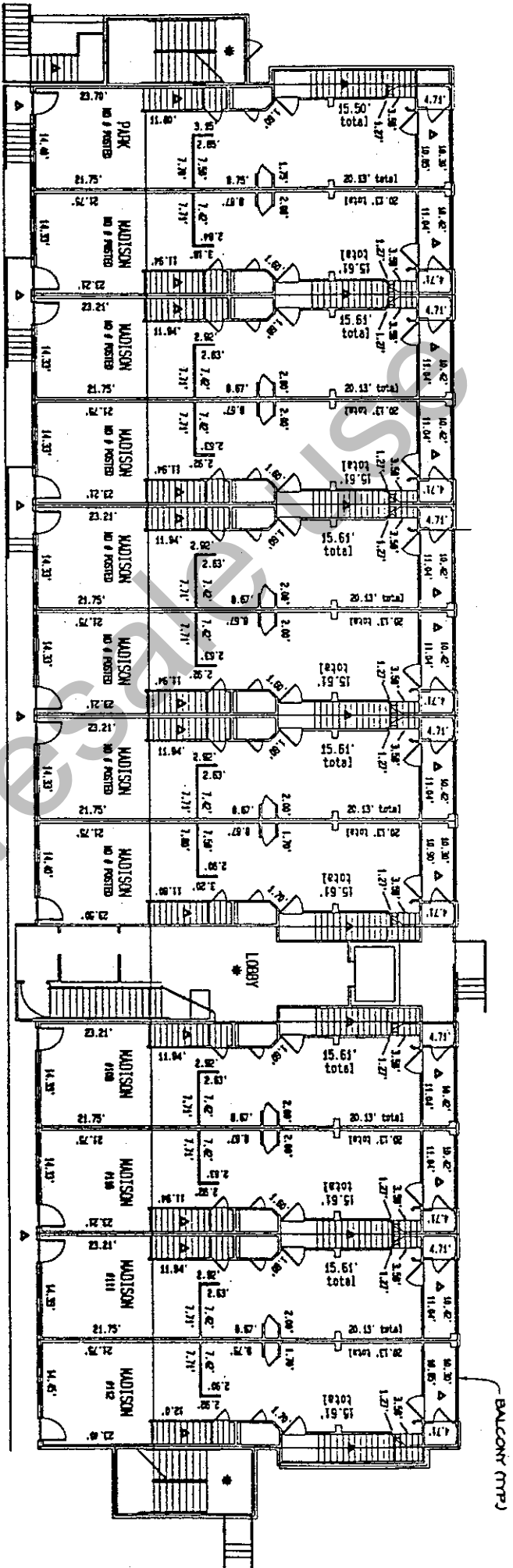


DESIGN	1" = 30'
BY	SCALE
	1 OF 1
	SHEET

EXHIBIT 3

Not for resale use

PHASE 1 - BUILDING 3
FIRST FLOOR



- LEGEND**
- * GENERAL COMMON ELEMENT
 - ▲ LIMITED COMMON ELEMENT

EXHIBIT "E"
CONDOMINIUM PLAN
SUBMITTED LAND

PHASE 1

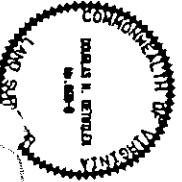
PLAN SHOWING LOCATIONS
AND DIMENSIONS OF UNITS
AND COMMON ELEMENTS

**WESTBRIAR PLAZA
CONDOMINIUM**

PARCEL "L"
METRO PLACE AT DUNN LORING

PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

Not for record



BANKERS ARCHITECT'S PLANNERS SCIENTISTS SURVEYORS PHOTOGRAMMETRISTS

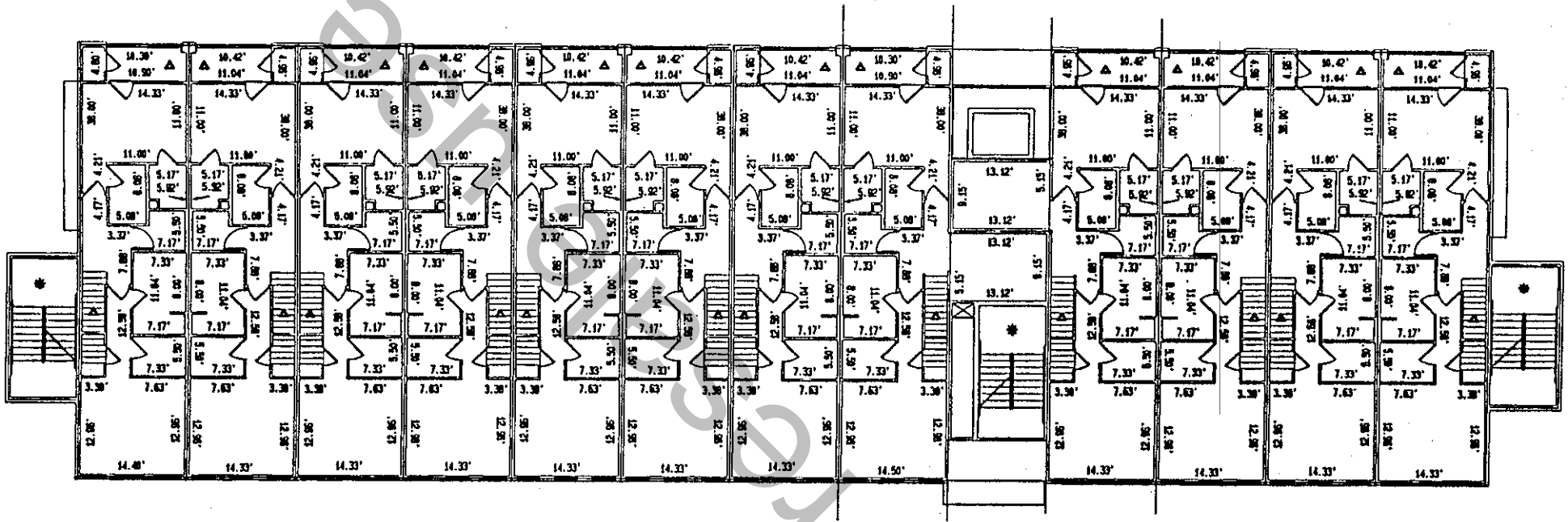
GREENHORNE & O'MARA, INC.

11211 WATLES MILL ROAD, FAIRFAX, VIRGINIA 22030

(703) 385-4800

DESIGN	SCALE
1:100	1" = 10'
2 OF 6	
20' 0"	
0' 0" 20' 0"	
FEET	

PHASE 1 - BUILDING 3
SECOND FLOOR



LEGEND

- * GENERAL COMMON ELEMENT
- ▲ LIMITED COMMON ELEMENT

EXHIBIT "E"
CONDOMINIUM PLAN
SUBMITTED LAND

PHASE 1

PLAN SHOWING LOCATIONS
AND DIMENSIONS OF UNITS
AND COMMON ELEMENTS

WESTBRIAR PLAZA
CONDOMINIUM

PARCEL "L"
METRO PLACE AT DUNN LORING

PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA



ENGINEERS ARCHITECTS PLANNERS SCIENTISTS SURVEYORS PHOTOGRAMMETRISTS

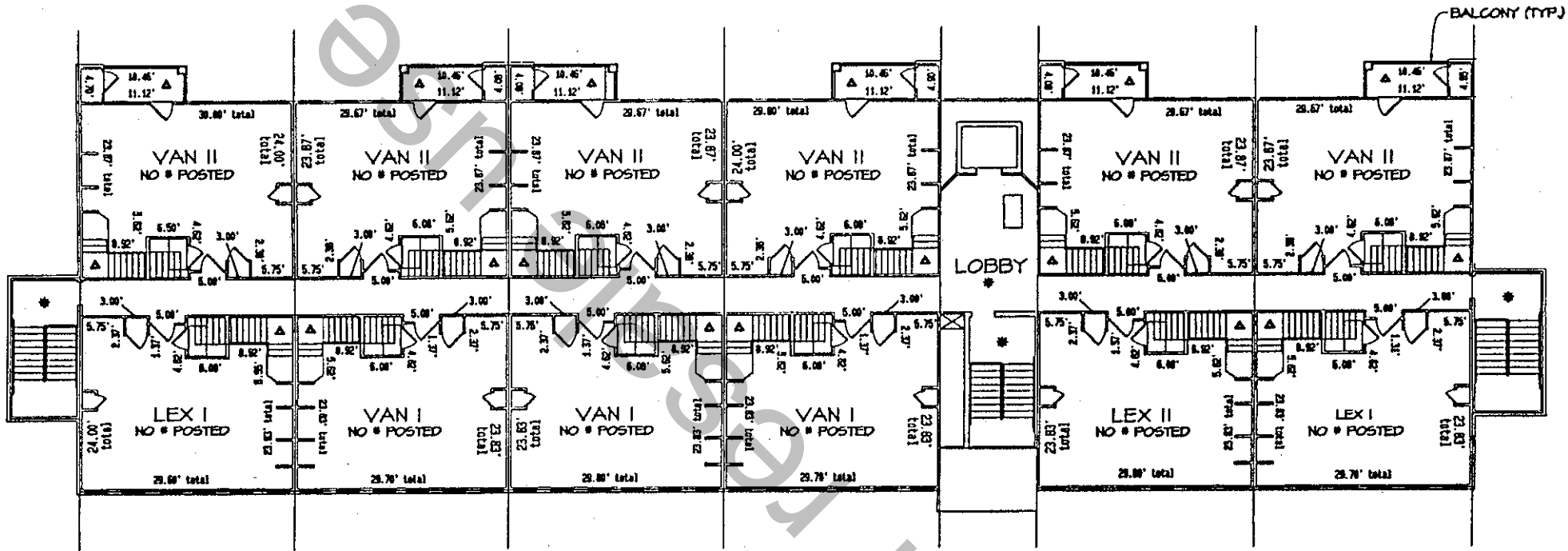
GREENHORNE & O'MARA, INC.

11211 WAPLES MILL ROAD, FAIRFAX, VIRGINIA 22030

(703) 385-9800

DESIGN	1" = 10'
1991	SCALE
	3 OF 6
	DATE

PHASE 1 - BUILDING 3
THIRD FLOOR



LEGEND

- * GENERAL COMMON ELEMENT
- ▲ LIMITED COMMON ELEMENT

EXHIBIT "E"
CONDOMINIUM PLAN
SUBMITTED LAND

PHASE I

PLAN SHOWING LOCATIONS
AND DIMENSIONS OF UNITS
AND COMMON ELEMENTS

WESTBRIAR PLAZA
CONDOMINIUM

PARCEL "L"
METRO PLACE AT DUNN LORIN

PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA



ENGINEERS ARCHITECTS PLANNERS SCIENTISTS SURVEYORS PHOTOGRAMMETRISTS

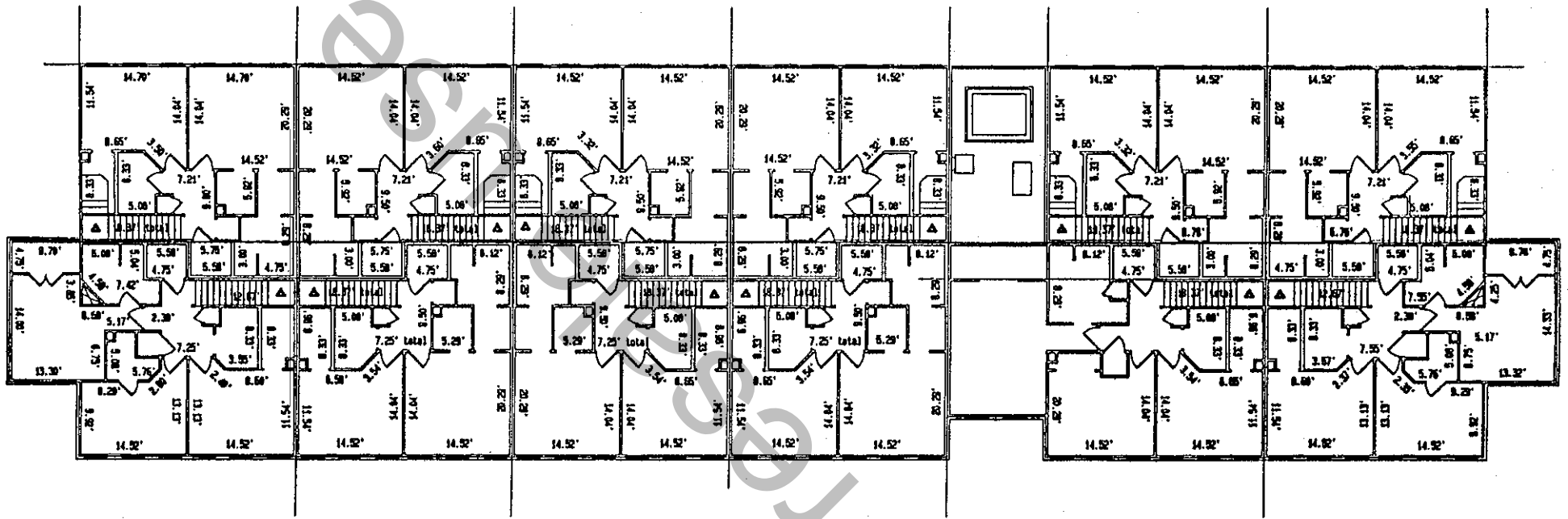
GREENHORNE & O'MARA, INC.

11211 WAPLES MILL ROAD, FAIRFAX, VIRGINIA 22030

(703) 385-9800

DESIGN	1" = 10'
SCALE	
1994	4 OF 6
SHEET	

PHASE 1 - BUILDING 3
FOURTH FLOOR



LEGEND

- * GENERAL COMMON ELEMENT
- ▲ LIMITED COMMON ELEMENT

EXHIBIT "E"
CONDOMINIUM PLAN
SUBMITTED LAND

PHASE 1

PLAN SHOWING LOCATIONS
AND DIMENSIONS OF UNITS
AND COMMON ELEMENTS

WESTBRIAR PLAZA
CONDOMINIUM

PARCEL "L"
METRO PLACE AT DUNN LORING

PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA



ENGINEERS ARCHITECTS PLANNERS SCIENTISTS SURVEYORS PHOTOGRAMMETRISTS

GREENHORNE & O'MARA, INC.

11211 WAPLES MILL ROAD, FAIRFAX, VIRGINIA 22030

(703) 385-4800

MEMBERS: MD, ALABAMA, GA, ARIZONA, CO, CALIFORNIA, FL, ILLINOIS, INDIANA, IOWA, KANSAS, KY, MARYLAND, MASSACHUSETTS, MI, MINNESOTA, MO, NEBRASKA, NEVADA, NY, OHIO, OKLAHOMA, OR, PENNSYLVANIA, RI, SOUTH CAROLINA, VA, WISCONSIN, WYOMING, WA

DESIGN	1" = 10'
DRAWN	SCALE
	5 OF 6
SHEET	

BUILDINGS 3 & 4
PARKING

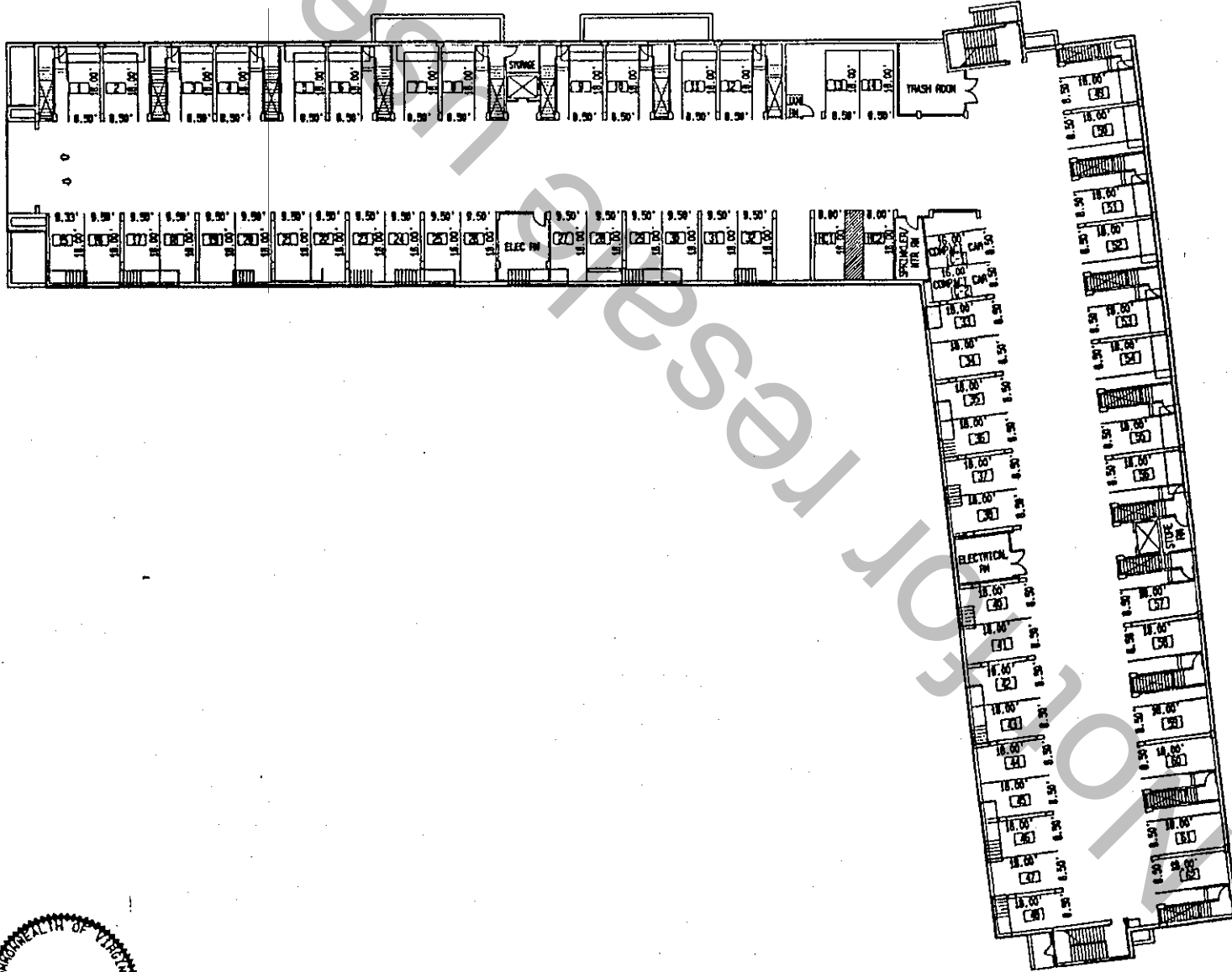


EXHIBIT "E"
CONDOMINIUM PLAT
SUBMITTED LAND

**THE WESTBRIAR
CONDOMINIUM
PARCEL "L"**
METRO PLACE AT DUNN LORING

PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA



ENGINEERS ARCHITECTS PLANNERS SCIENTISTS SURVEYORS PHOTOGRAMMETRISTS
GREENHORNE & O'MARA, INC.
11211 WAPLES MILL ROAD, FAIRFAX, VIRGINIA 22030
(703) 385-9800

DESIGN	1" = 20'
SCALE	
1994 DRAWN	2 OF 11
BY	SET

Fairfax County Land Records Cover Sheet - WESTBRIAR PLAZA-PH 3

Instrument(s)

DECLARATION MODIFICATION

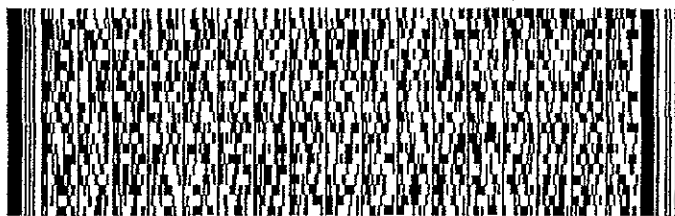
Grantor(s)

None

Grantee(s)

WESTBRIAR PLAZA LLC _F_N

Consideration		Consideration %	100
Tax Exemption	NIF	Amount Not Taxed	
DEM Number		Tax Map Number	049-2-13711/L
Original Book	13834	Original Page	1080
Title Company	HAIGHT, TRAMONTE, SICLIANO, ET AL	Title Case	3408-00262
Property Descr.	WESTBRIAR PLAZA CONDOMINIUM, PHASE 3		
Certified	No	Copies	0
		Page Range	



Not for resale use

SECOND AMENDMENT TO DECLARATION
WESTBRIAR PLAZA CONDOMINIUM

THIS AMENDMENT to Condominium Instruments is made this 12th day of June, 2003, by WESTBRIAR PLAZA LLC, a Virginia limited liability company (the "Declarant"), with the consent of Acacia Federal Savings Bank and Harbourton Financial Corporation, who join in the submission of the Submitted Land to this Declaration.

WITNESSETH:

WHEREAS, by Condominium Instruments dated the 4th day of December, 2002 and recorded in Deed Book 13834 at Page 1080 among the land records of Fairfax County, Virginia, (the "Condominium Instruments"), there was established and created an expandable Condominium known as WESTBRIAR PLAZA CONDOMINIUM (the "Condominium"); and

WHEREAS, the Condominium Instruments have been amended by the First Amendment to Declaration, Westbriar Plaza Condominium, recorded in Deed Book 15083 at Page 1085, among the aforesaid land records; and

WHEREAS, by Section B of the Public Offering Statement and Article XI of the Declaration of Condominium, Declarant reserved unto itself the right and power to submit Additional Lands to the provisions of the Condominium Instruments; and

WHEREAS, the Declarant is the sole owner and proprietor of the 29,374 square foot tract ("Phase 3"), as shown on the plat entitled "Condominium Plat, Phase 3 - Parcel L, on the Property of Westbriar Plaza Condominium" prepared by Greenhome & O'Mara, Inc., which plat is attached hereto as Exhibit "D", and wishes to submit Phase 3 to the Condominium Instruments;

Prepared by/return to: Haight, Tramoto, Siciliano, Flask, Yeonas & Roberts, P.C.
8221 Old Courthouse Rd., Suite 300
Vienna, VA 22182

Box 12

1

NOW, THEREFORE, the Declarant hereby publishes and declares that it hereby submits to the provisions of the Condominium Instruments of WESTBRIAR PLAZA CONDOMINIUM, as established by Chapter 4.2, Title 55, Code of Virginia (1950), all of that certain tract or parcel of land located, lying and being in the County of Fairfax, Virginia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

The land described on Exhibit "A" shall henceforth be known as "WESTBRIAR PLAZA CONDOMINIUM, Phase 3", and is hereby merged with the Condominium created by the Condominium Instruments, to the end that the land and improvements thereon are held and shall be held, conveyed and improved subject to the covenants, conditions, restrictions, uses, limitations and obligations contained in the Condominium Instruments, subject, however, to the modifications hereinafter set forth, all of which are declared to be in furtherance of a plan for the improvement of the property and the division thereof into Units, as defined in the Condominium Instruments. The Condominium Instruments shall be a burden and benefit to the Declarant, its successors and assigns, and any person acquiring an interest in any Unit, the property and the improvements, and to their grantees, successors, heirs, executors, administrators, devisees and assigns.

The Condominium Instruments and any amendments thereto are to be read together and in all respects not herein specifically modified or changed or given limited application, the provisions of the Condominium Instruments shall apply equally to the property therein described and the property described herein. Those limitations, modifications and changes are as follows:

I. Description of Units. WESTBRIAR PLAZA CONDOMINIUM, Phase 3, consisting of 29,374 square feet, more or less, is improved by twelve (12) Living Units and seventeen (17) Parking Units, as such term is described in the Declaration of Westbriar Plaza Condominium, recorded in Deed Book 13834 at page 1080 among the aforesaid Land Records, with addresses as shown in the attached Exhibit "C". Each of these Living Units and Parking Units is depicted on the plan entitled "Condominium Plan, Phase 3 – Parcel L, on the Property of Westbriar Plaza Condominium" prepared by Greenhorne & O'Mara, Inc., which is attached hereto and incorporated herein by reference as Exhibit "E".

Each Living Unit shall have as an appurtenance thereto a proportionate undivided interest in the Common Elements, as defined in the Condominium Act, which appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the conveyance or other instrument describing the Living Unit.

The boundaries of each Living Unit and Parking Unit are defined in the Declaration previously recorded.

II. INTEREST IN LIMITED AND GENERAL COMMON ELEMENTS.

A. Limited Common Elements: Ownership of a Living Unit shall entitle the Owner thereof to the exclusive use and enjoyment of any Limited Common Element or Limited Common Elements attached or otherwise appurtenant thereto, as identified on Exhibit "C" and/or shown on Exhibit "E" and identified as "**Limited Common Element**".

B. In accordance with Article V of the Declaration of WESTBRIAR PLAZA CONDOMINIUM, the undivided interest in the Common Elements for the entire Condominium, as expanded, which are appurtenant to ownership of each Living Unit of

the Condominium is hereby altered to provide the percentage interest shown in the attached Exhibit "C".

III. OPTION TO CONVERT CONVERTIBLE SPACE.

Declarant reserves unto itself and its successors and assigns the option and right to convert the areas designated as Convertible Space (as defined in Section 55-79.41 of The Condominium Act) on Exhibit "E" hereto into Parking Units and/or Common Elements in accordance with the provisions of Section 55-79.62 of The Condominium Act and the provisions of Article X of the Declaration.

IV. UNIT OWNERS ASSOCIATION OF THE WESTBRIAR CONDOMINIUM.

The submission of WESTBRIAR PLAZA CONDOMINIUM, Phase 3, is subject to the provisions of the Condominium Instruments and shall have no effect on the presently-existing Unit Owners Association of WESTBRIAR PLAZA CONDOMINIUM or the Board of Directors thereof, except that the Unit Owners of the Living Units contained herein shall immediately become and be members of the Unit Owners Association, entitled to attend and vote at any meeting thereof hereafter held.

V. AMENDMENTS AND OPTIONS TO SUBMIT ADDITIONAL LAND.

Nothing contained herein shall be deemed to exhaust the right reserved by Declarant in Article XI of the Declaration of WESTBRIAR PLAZA CONDOMINIUM, to submit and include as part of the Condominium any or all portion(s) of the Additional Lands as shown on Exhibit "D" attached hereto and as described by metes and bounds on Exhibit "B" attached hereto and incorporated herein by reference.

VI. This Amendment shall take effect upon recordation.

IN WITNESS WHEREOF, Westbriar Plaza, LLC, a Virginia limited liability company, has caused this Second Amendment to Declaration to be executed in Vienna, Fairfax County, Virginia, on August 19, 2003.

WESTBRIAR PLAZA, LLC
a Virginia limited liability company

By: [Signature]
Name: Jon Luria
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 Jon Luria, who is personally well known to me to be the person named as Manager of Westbriar Plaza, LLC personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Westbriar Plaza, LLC, a Virginia limited liability company, and that he delivered the same on behalf of such limited liability company.

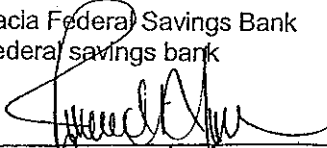
GIVEN under my hand and seal this 19th day of August, 2003.

[Signature]
NOTARY PUBLIC

My Commission expires:

May 31, 2003

Acacia Federal Savings Bank
a federal savings bank


By: Robert A. Jacobs
Name: Sr. Vice President
Title: _____

STATE OF Virginia
CITY/COUNTY OF Fairfax, to-wit:

I, the undersigned Notary Public do hereby certify that Robert A. Jacobs, who is personally well known to me to be the person named as Sr. Vice President of Acacia Federal Savings Bank personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Acacia Federal Savings Bank, a federal savings bank, and that he delivered the same on behalf of such federal savings bank.

GIVEN under my hand and seal this 7 day of August, 2003.

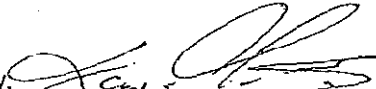


NOTARY PUBLIC

My Commission expires: January 31, 2007



Harbourton Financial Corporation
a Delaware corporation

By: 
Name: JAMES M. CLUETT
Title: SENIOR VICE PRESIDENT

STATE OF VIRGINIA
CITY/COUNTY OF FALLS CHURCH, to-wit:

I, the undersigned Notary Public do hereby certify that James M. Cluett, who is personally well known to me to be the person named as S.V.P. of Harbourton Financial Corporation personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Harbourton Financial Corporation, a Delaware corporation, and that he delivered the same on behalf of such corporation.

GIVEN under my hand and seal this 12th day of June, 20023


NOTARY PUBLIC

My Commission expires:

My Commission Expires September 30, 2003

Not for reuse

EXHIBIT A

SUBMITTED LAND

[Phase 3]

Not for resale use

August 21, 2003

**DESCRIPTION OF
PHASE 3
PLAZA LEVEL AND ABOVE
WESTBRIAR PLAZA CONDOMINIUM
PARCEL "L"
METRO PLACE AT DUNN LORING
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point on the easterly line of future Phase 5, Westbriar Plaza Condominium, Parcel "L", Metro Place At Dunn Loring; thence departing future Phase 5

North 01° 27' 13" East, a distance of 89.50 feet to a point; said point being the most southerly corner of future Phase 4, Westbriar Plaza Condominium, Parcel "L", Metro Place At Dunn Loring; thence,

Departing the aforementioned Phase 5 and on and along the southeasterly line of Phase 4, North 38° 27' 13" East, a distance of 22.65 feet to a point on the Southeasterly line of Phase 4, said point being the most southwesterly corner of Phase 6, Westbriar Plaza Condominium, Parcel "L", Metro Place At Dunn Loring; thence

Departing the aforementioned Phase 4 and on and along the southerly line of Phase 6, South 88° 29' 42" East, a distance of 151.42 feet to a point on the westerly line of Manhattan Place, variable width right-of-way; thence

Departing the aforementioned Phase 6 and on and along the westerly line of aforementioned Manhattan Place, the following four(4) courses and distances:

South 00° 27' 13" East, a distance of 54.61 feet to a point; thence,

North 89° 32' 47" West, a distance of 4.49 feet to a point; thence,

A curve to the right, with a radius of 22.97 feet and a length of 13.56 feet, and having a chord bearing of South 66° 16' 04" West, and a distance of 13.37 feet to a point; thence

South 83° 11' 09" West, a distance of 109.07 feet to a point; thence

A curve to the left, with a radius of 46.98 feet and a length of 29.43 feet, and having a chord bearing of South 65° 14' 30" West, and a distance of 28.95 feet to a point; thence

Departing the aforementioned Manhattan Place and on and along the northerly line of aforementioned Phase 5, South 88° 32' 47" East, a distance of 20.32 feet to the POINT OF BEGINNING.

Containing 15,009 square feet of land, more or less.

August 21, 2003

**DESCRIPTION OF
PHASE 3
GARAGE LEVEL
WESTBRIAR PLAZA CONDOMINIUM
PARCEL "L"
METRO PLACE AT DUNN LORING
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point on the easterly line of future Phase 5, Westbriar Plaza Condominium, Parcel "L", Metro Place At Dunn Loring; thence departing future Phase 5

North $01^{\circ} 27' 13''$ East, a distance of 89.50 feet to a point; said point being the most southerly corner of future Phase 4, Westbriar Plaza Condominium, Parcel "L", Metro Place At Dunn Loring; thence,

Departing the aforementioned Phase 5 and on and along the southeasterly line of Phase 4, North $38^{\circ} 27' 13''$ East, a distance of 17.28 feet to a point on the Southeasterly line of Phase 4, said point being the most southwesterly corner of Phase 6, Garage level, Westbriar Plaza Condominium, Parcel "L", Metro Place At Dunn Loring; thence

Departing the aforementioned Phase 4 and on and along the southerly line of Phase 6, Garage Level, South $88^{\circ} 29' 42''$ East, a distance of 154.73 feet to a point on the westerly line of Manhattan Place, variable width right-of-way; thence

Departing the aforementioned Phase 6, Garage Level and on and along the westerly line of aforementioned Manhattan Place, the following four(4) courses and distances:

South $00^{\circ} 27' 13''$ East, a distance of 50.55 feet to a point; thence,

North $89^{\circ} 32' 47''$ West, a distance of 4.49' to a point; thence

A curve to the right, with a radius of 22.97 feet and a length of 13.56 feet, and having a chord bearing of South $66^{\circ} 16' 04''$ West, and a distance of 13.37 feet to a point; thence

South $83^{\circ} 11' 09''$ West, a distance of 109.07 feet to a point; thence

A curve to the left, with a radius of 46.98 feet and a length of 29.43 feet, and having a chord bearing of South $65^{\circ} 14' 30''$ West, and a distance of 28.95 feet to a point; thence

Departing the aforementioned Manhattan Place and on and along the northerly line of aforementioned Phase 5, South $88^{\circ} 32' 47''$ East, a distance of 20.32 feet to the POINT OF BEGINNING.

Containing 14,365 square feet of land, more or less.

EXHIBIT B

ADDITIONAL LAND

Not for resale use

#

May 23, 2002

DESCRIPTION OF
WESTBRIAR PLAZA CONDOMINIUM
PARCEL "L"
METRO PLACE AT DUNN LORING
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

Parcel "L"

Beginning at a point in the westerly line of N/F Fairfax Merrifield Associates, said point also being a southeasterly corner of Parcel "H1", the terminus of Park Tower Drive (private street), Metro Place At Dunn Loring; thence departing Parcel "H1" and running along and with the westerly line of said Fairfax Merrifield Associates the following two (2) courses:

South 00°27'13" West, a distance of 320.82 feet to a point; thence,

South 81°51'11" West, a distance of 159.95 feet to a point in the northeasterly corner of Parcel "K", Metro Place At Dunn Loring; thence departing Fairfax Merrifield Associates and running along and with the northerly line of said Parcel "K" the following three (3) courses:

North 88°30'38" West, a distance of 84.68 feet to a point; thence,

South 65°51'27" West, a distance of 53.73 feet to a point; thence,

South 89°47'10" West, a distance of 67.77 feet to a point in the easterly line of the aforesaid Parcel "H1"; thence departing Parcel "K" and running along and with the line of said Parcel "H1" the following three (3) courses:

North 01°42'26" East, a distance of 185.46 feet to a point; thence,

286.55 feet along the arc of a curve deflecting to the right, having a radius of 185.00 feet, a delta of 88°44'43", a tangent of 180.99 feet, and a chord bearing and distance of North 46°04'50" East, 285.75 feet to a point; thence,

South 89°32'50" East, a distance of 170.44 feet to the point of beginning.

Containing 2.6498 ACRES of land, more or less.

Less and except:

Phases 1, 2 and 3, inclusive, WESTBRIAR PLAZA CONDOMINIUM, as previously submitted and as hereby submitted to the provisions of the Declaration of Condominium, originally recorded in Deed Book 15083 Page 1085 and as subsequently amended.

EXHIBIT C

Phase 1

<u>Unit No.</u>	<u>Street Address</u>	<u>Par Value</u>	<u>Common Element Interest</u>
101	2663 Manhattan Place	248.93	1.5624
102	2663 Manhattan Place	248.93	1.5624
103	2663 Manhattan Place	248.93	1.5624
104	2663 Manhattan Place	248.93	1.5624
105	2663 Manhattan Place	248.93	1.5624
106	2663 Manhattan Place	248.93	1.5624
107	2663 Manhattan Place	248.93	1.5624
108	2663 Manhattan Place	248.93	1.5624
109	2663 Manhattan Place	248.93	1.5624
110	2663 Manhattan Place	248.93	1.5624
111	2663 Manhattan Place	248.93	1.5624
112	2663 Manhattan Place	248.93	1.5624
301	2663 Manhattan Place	268.97	1.6882
302	2663 Manhattan Place	240.00	1.5064
303	2663 Manhattan Place	240.00	1.5064
304	2663 Manhattan Place	240.00	1.5064
305	2663 Manhattan Place	287.29	1.8032
306	2663 Manhattan Place	268.97	1.6882
307	2663 Manhattan Place	240.00	1.5064
308	2663 Manhattan Place	240.00	1.5064
309	2663 Manhattan Place	240.00	1.5064
310	2663 Manhattan Place	240.00	1.5064
311	2663 Manhattan Place	240.00	1.5064
312	2663 Manhattan Place	240.00	1.5064

Parking Unit Nos.

1-63, inclusive
 HC-1
 HC-2
 C-1

NO COMMON ELEMENT INTEREST

Phase 2

<u>Unit No.</u>	<u>Street Address</u>	<u>Par Value</u>	<u>Common Element Interest</u>
101	2665 Manhattan Place	248.93	1.5624
102	2665 Manhattan Place	248.93	1.5624
103	2665 Manhattan Place	248.93	1.5624
104	2665 Manhattan Place	248.93	1.5624
105	2665 Manhattan Place	248.93	1.5624
106	2665 Manhattan Place	248.93	1.5624
107	2665 Manhattan Place	248.93	1.5624
108	2665 Manhattan Place	248.93	1.5624
109	2665 Manhattan Place	248.93	1.5624
110	2665 Manhattan Place	248.93	1.5624
111	2665 Manhattan Place	248.93	1.5624
112	2665 Manhattan Place	248.93	1.5624
113	2665 Manhattan Place	248.93	1.5624
114	2665 Manhattan Place	248.93	1.5624
301	2665 Manhattan Place	268.97	1.6882
302	2665 Manhattan Place	240.00	1.5064
303	2665 Manhattan Place	240.00	1.5064
304	2665 Manhattan Place	240.00	1.5064
305	2665 Manhattan Place	287.29	1.8032
306	2665 Manhattan Place	240.00	1.5064
307	2665 Manhattan Place	240.00	1.5064
308	2665 Manhattan Place	240.00	1.5064
309	2665 Manhattan Place	240.00	1.5064
310	2665 Manhattan Place	240.00	1.5064
311	2665 Manhattan Place	240.00	1.5064
312	2665 Manhattan Place	240.00	1.5064
313	2665 Manhattan Place	240.00	1.5064
314	2665 Manhattan Place	240.00	1.5064

Phase 3

<u>Unit No.</u>	<u>Street Address</u>	<u>Par Value</u>	<u>Common Element Interest</u>
101	2664 Manhattan Place	248.93	1.5624
102	2664 Manhattan Place	248.93	1.5624
103	2664 Manhattan Place	248.93	1.5624
104	2664 Manhattan Place	248.93	1.5624
105	2664 Manhattan Place	248.93	1.5624
106	2664 Manhattan Place	248.93	1.5624
301	2664 Manhattan Place	268.97	1.6882
302	2664 Manhattan Place	287.29	1.8032
303	2664 Manhattan Place	268.97	1.6882
304	2664 Manhattan Place	240.00	1.5064
305	2664 Manhattan Place	240.00	1.5064
306	2664 Manhattan Place	240.00	1.5064

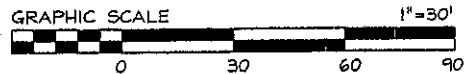
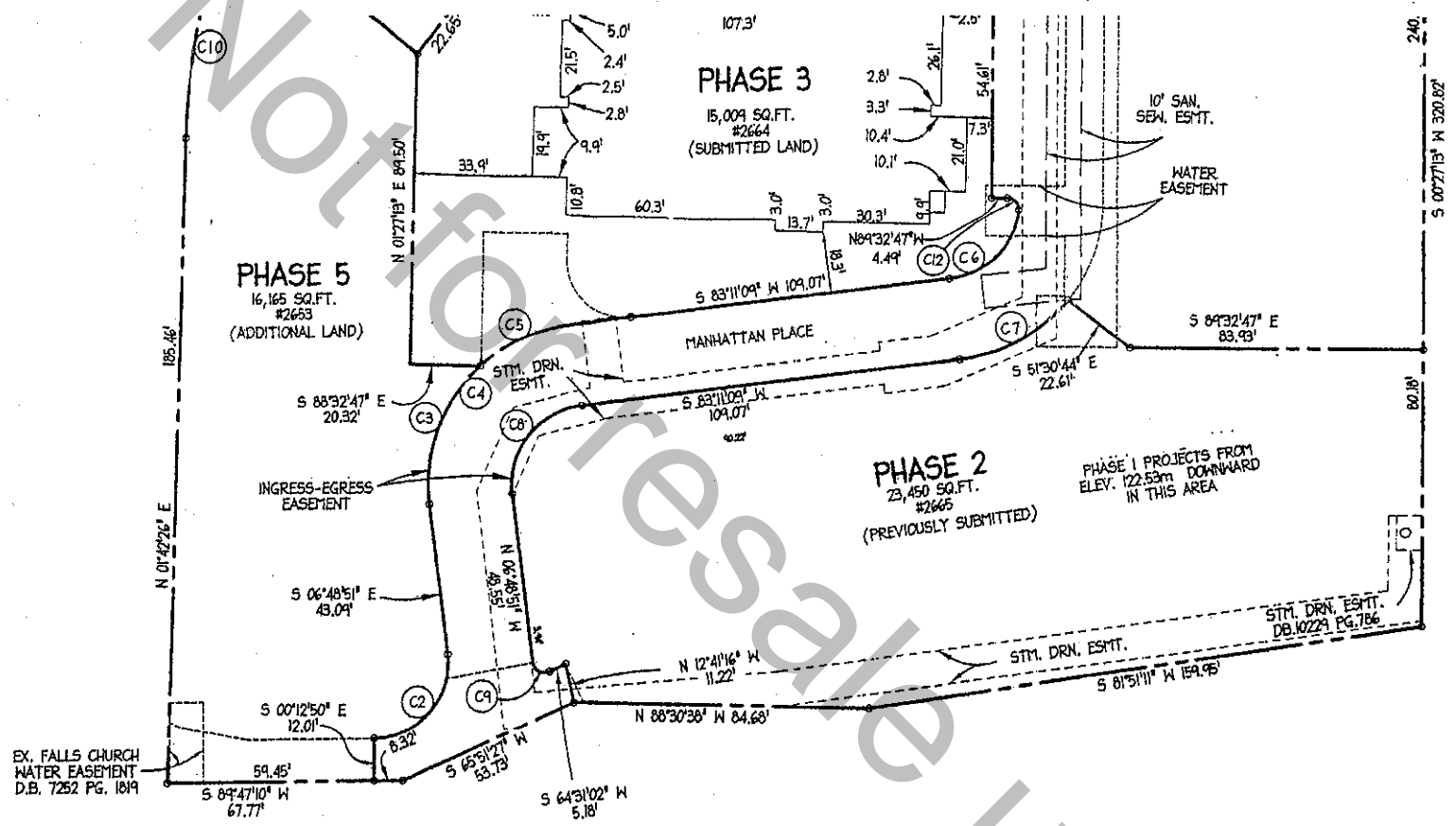
Parking Unit Nos.

73-86, inclusive
HC-1
HC-2
HC-3

NO COMMON ELEMENT INTEREST

Not for resale use

BK 15140 1235



No.	REVISION	DATE	BY



PLANNING • SITE ENGINEERING • TRANSPORTATION • ENVIRONMENTAL • SURVEYING/MAPPING

Greenhorne & O'Mara, Inc.

11211 WAPLES MILL ROAD
 FAIRFAX, VIRGINIA 22030
 (703)385-9800

ANNAPOLIS, MD • ATLANTA, GA • FAIRFAX, VA • FREDERICKSBURG, VA • GREENBELT, MD
 MECHANICSBURG, PA • RALEIGH, NC • ROCKVILLE, MD • TAMPA, FL • WEST PALM BEACH, FL

CONDOMINIUM
 PHASE 3 - PJ
 ON THE PROJECT

WESTBRIAR PLAZA

PROVIDENCI
 FAIRFAX COUN

UNLESS OTHERWISE SHOWN, ALL EXISTING EASEMENTS
HEREON ARE RECORDED IN DEED BOOK 11517 AT PAGE 1897.



SIGHT DISTANCE
EASEMENT

S 89°32'50" E
170.44'

PHASE 4
17,529 SQ.FT.
#2651
(ADDITIONAL LAND)

10' STM.
DRN. ESMT.
INGRESS-EG
EASEMENT

15' WATER
EASEMENT

PHASE 6
7,520 SQ.FT.
(ABOVE GROUND ONLY)
(ADDITIONAL LAND)

PHASE 1
35,852
#26
(PREV. SUBMIT)

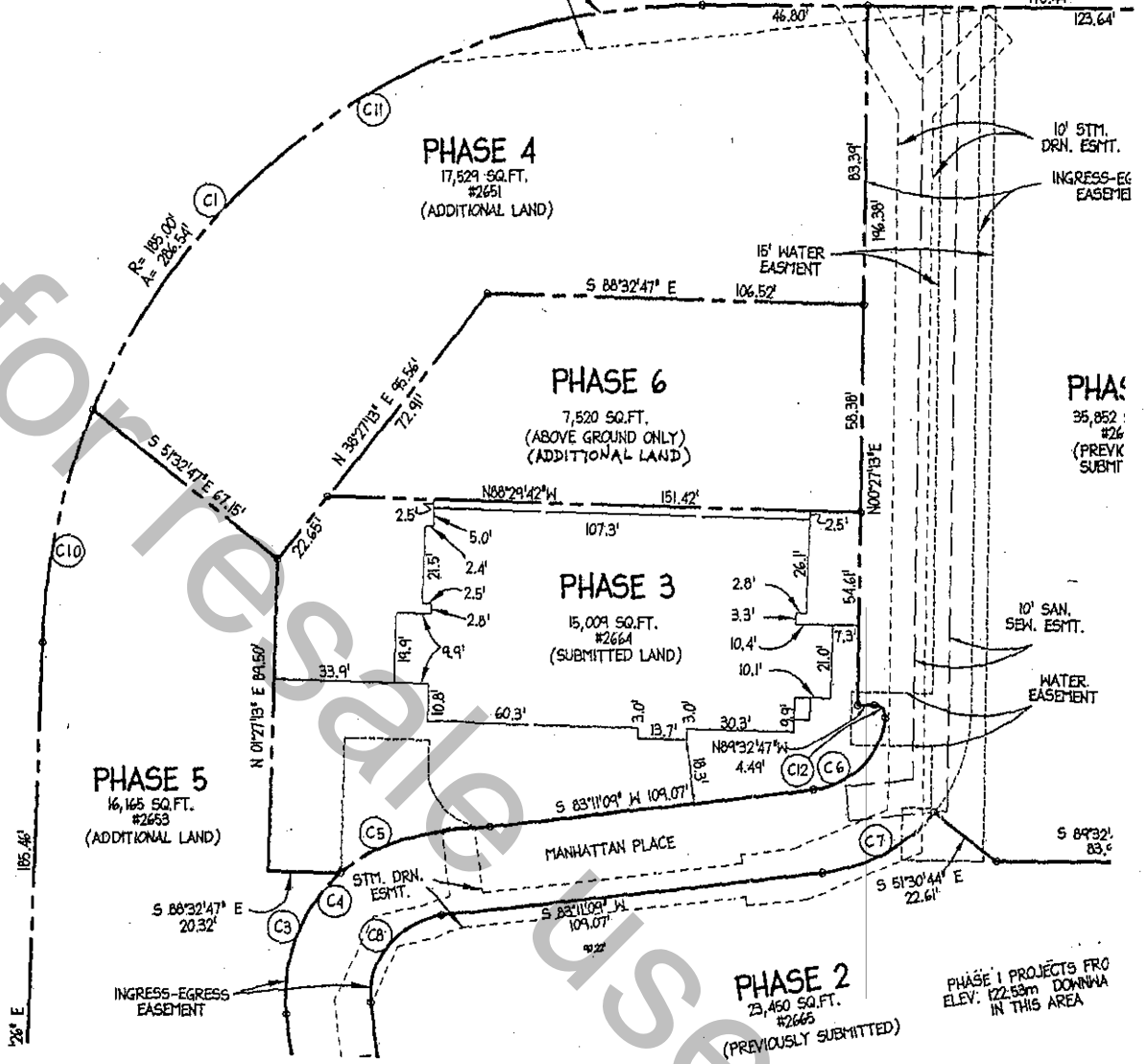
PHASE 3
15,009 SQ.FT.
#2664
(SUBMITTED LAND)

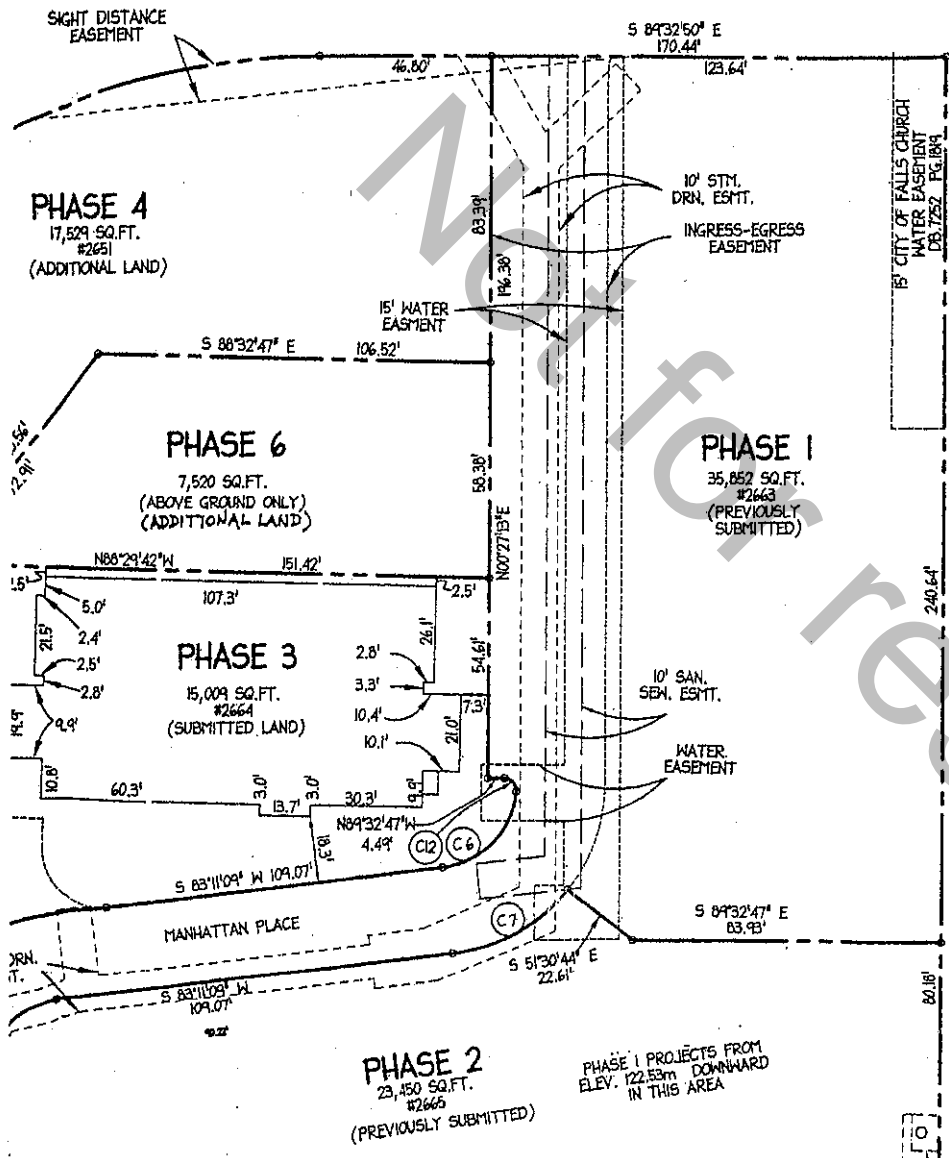
10' SAN.
SEW. ESMT.
WATER
EASEMENT

PHASE 5
16,165 SQ.FT.
#2653
(ADDITIONAL LAND)

PHASE 2
23,450 SQ.FT.
#2665
(PREVIOUSLY SUBMITTED)

PHASE 1 PROJECTS FRO
ELEV. 122-53m DOWNWA
IN THIS AREA





CURVE TABLE

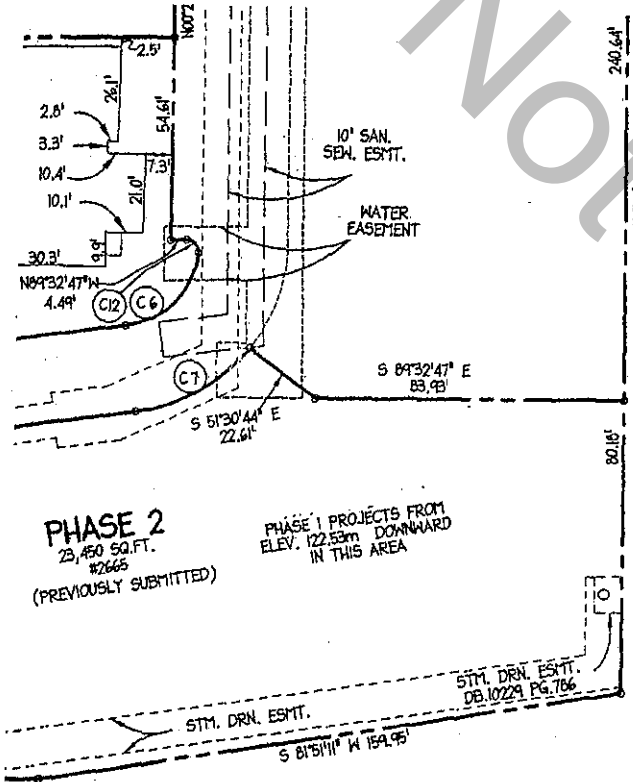
CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	185.00'	88°44'43"	286.55'	180.99'	258.75'	N46°04'50"E
C2	21.33'	96°36'01"	35.95'	23.94'	31.84'	N41°29'10"E
C3	46.98'	54°06'44"	44.37'	24.00'	42.74'	N20°14'30"E
C4	46.98'	90°00'04"	73.80'	46.98'	66.44'	N88°11'09"E
C5	46.98'	35°53'20"	29.43'	15.21'	28.95'	S65°14'30"W
C6	22.97'	33°50'07"	13.56'	6.99'	13.37'	N66°16'04"E
C7	46.98'	44°41'51"	36.65'	19.31'	35.72'	S60°50'19"W
C8	22.97'	89°59'36"	36.07'	22.96'	32.48'	S38°11'22"W
C9	3.28'	108°38'59"	6.22'	4.57'	5.33'	S61°11'11"E
C10	185.00'	20°48'44"	67.20'	33.97'	66.83'	S12°06'50"W
C11	185.00'	67°55'59"	219.35'	124.63'	206.72'	N56°29'12"E
C12	3.28'	95°32'43"	5.47'	3.61'	4.06'	N41°46'26"W

SURVEYOR'S CERTIFICATE

I, ROBERT C. BAKER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT OF EXHIBIT "D" TO THE DECLARATION IS ACCURATE AND COMPLIES WITH SECTION 55-79.53(A) OF THE CONDOMINIUM ACT AS AMENDED, AND THAT THE IMPROVEMENTS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE, IN ACCORDANCE THEREWITH, EXCEPT AS SHOWN.

GIVEN UNDER MY HAND THIS 14th DAY OF September, 2003.

Robert C. Baker
 ROBERT C. BAKER No. 001824



GIVEN UNDER MY HAND THIS 15th DAY OF September, 2003.

Robert C. Baker
 ROBERT C. BAKER No. 001824

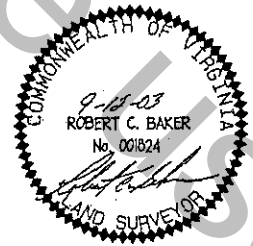


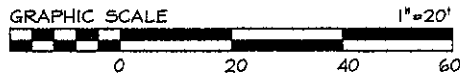
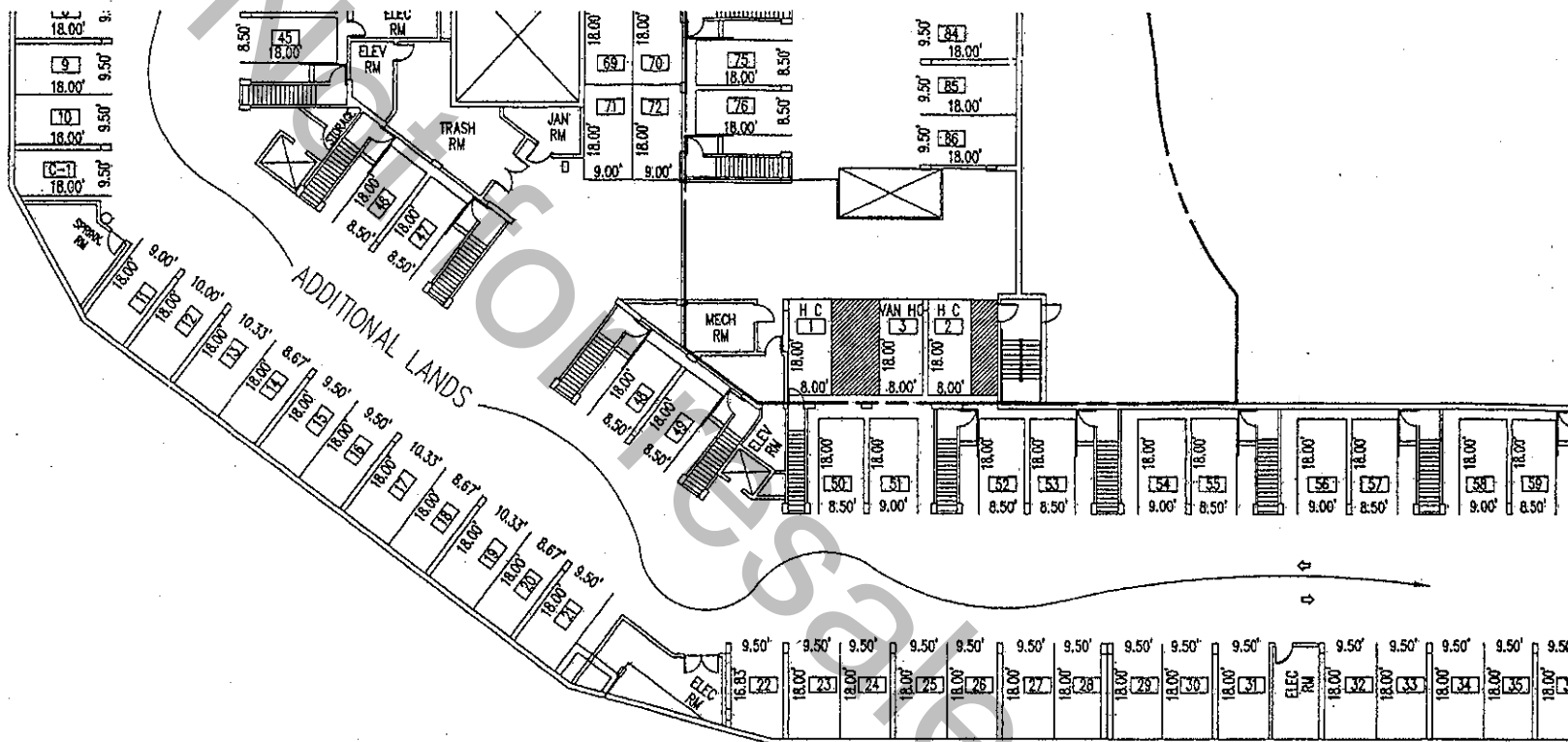
EXHIBIT "D"

MENTAL SURVEYING/MAPPING
ara, Inc.
 OAD
 1030
 KSBURG, VA • GREENBELT, MD
 MPA, FL • WEST PALM BEACH, FL

CONDOMINIUM PLAT
 PHASE 3 - PARCEL "L"
 ON THE PROPERTY OF
WESTBRIAR PLAZA CONDOMINIUM
 PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA

08/29/03 DATE	SCALE 1"=30'
MET JR DRAWN	1 of 7
RCB CHECKED	
RP-105 FILE No.	5169-JADE METRO PLACE PROJ No.

BK 15140 1238



No.	REVISION	DATE	BY



PLANNING • SITE ENGINEERING • TRANSPORTATION • ENVIRONMENTAL • SURVEYING/MAPPING

Greenhorne & O'Mara, Inc.

11211 WAPLES MILL ROAD
 FAIRFAX, VIRGINIA 22030
 (703)385-9800

ANNAPOLIS, MD • ATLANTA, GA • FAIRFAX, VA • FREDERICKSBURG, VA • GREENBELT, MD
 MECHANICSBURG, PA • RALEIGH, NC • ROCKVILLE, MD • TAMPA, FL • WEST PALM BEACH, FL

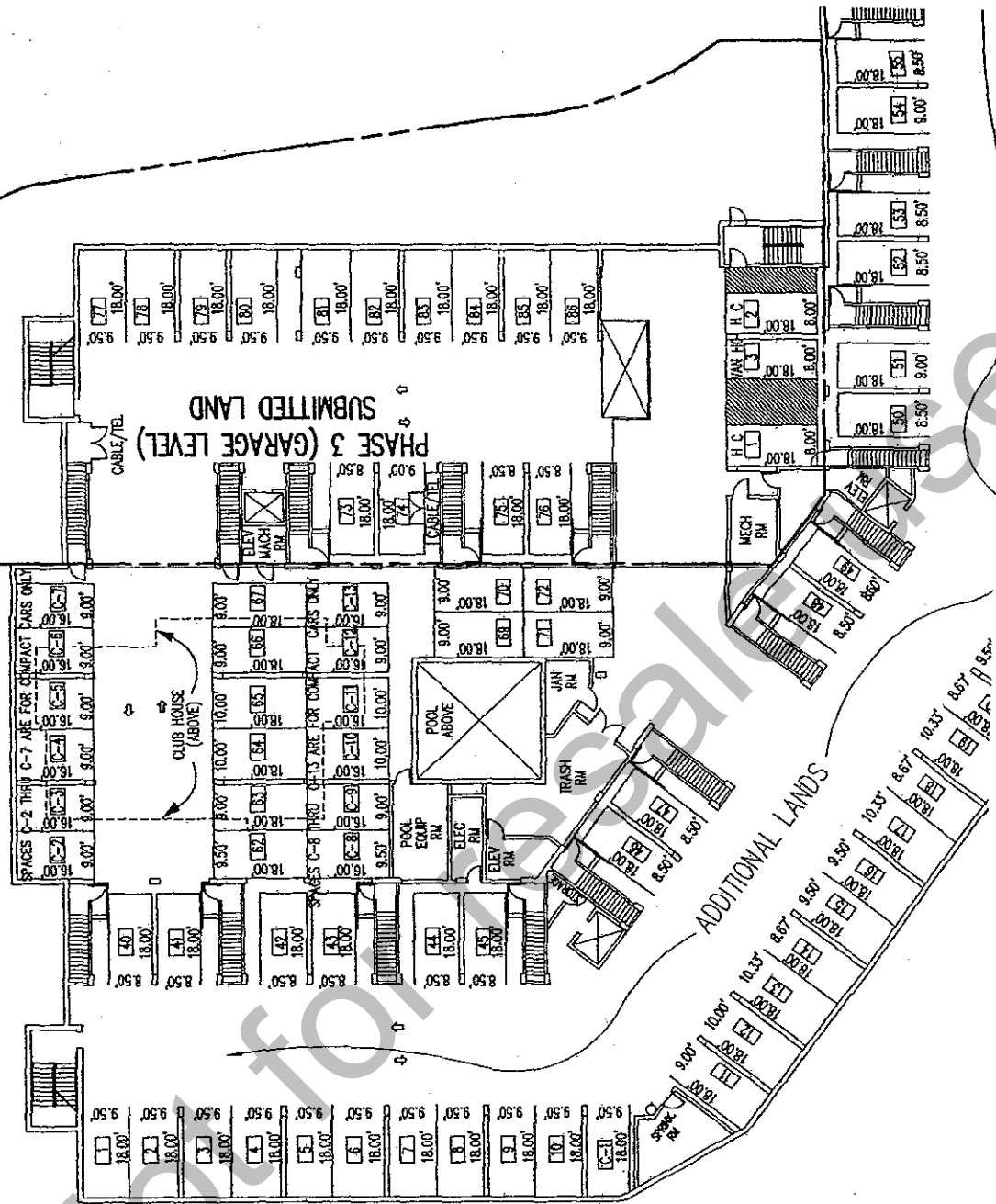
CONDOMINIUM
 PHASE 3 - PAI
 ON THE PROPE

WESTBRIAR PLAZA

PROVIDENCE
 FAIRFAX COUNTY

BK 15140 1239

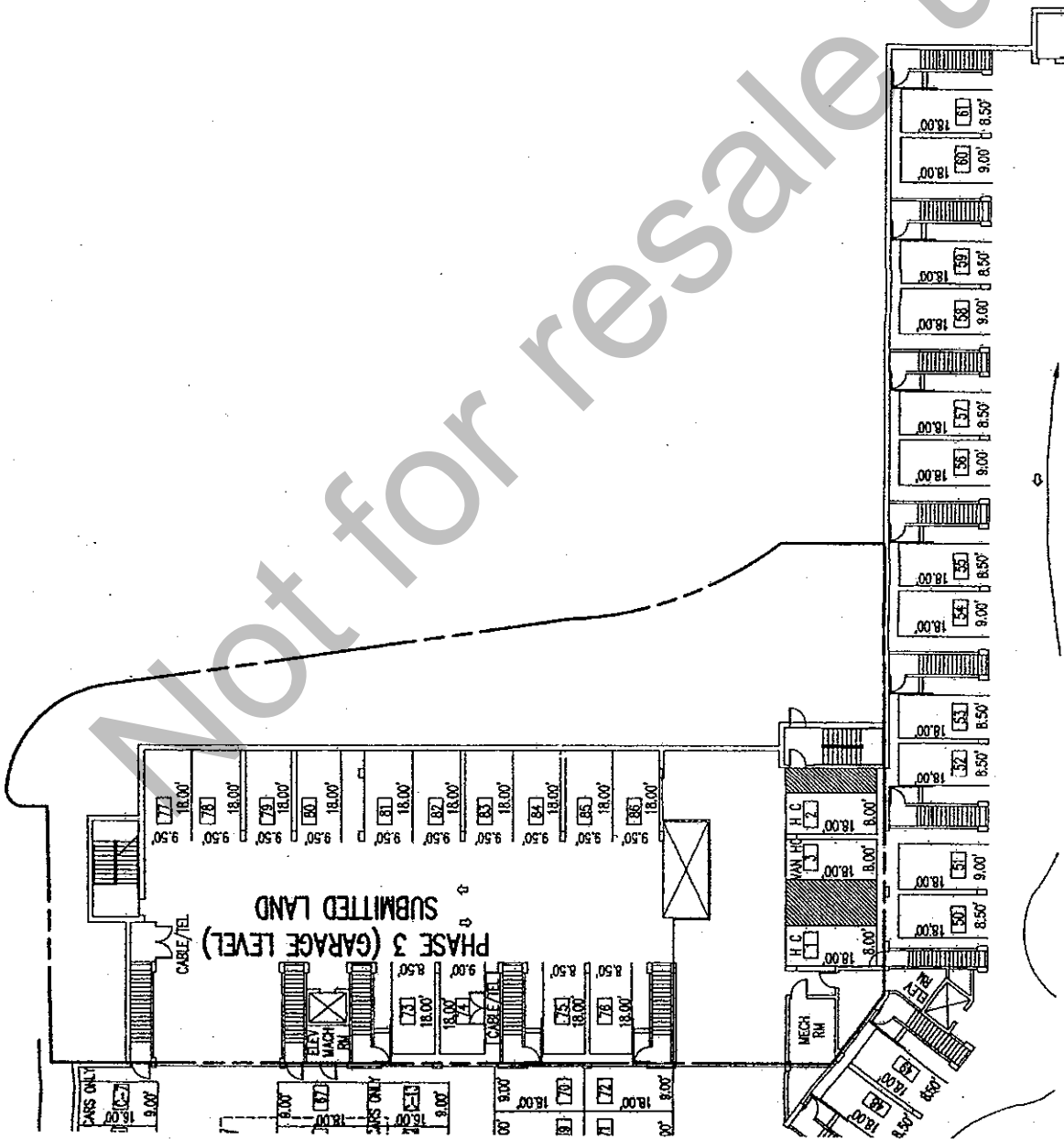
**BUILDINGS 1 & 2
PARKING**



LEGEND

- △ - LIMITED COMMON ELEMENT
- * - GENERAL COMMON ELEMENT

2



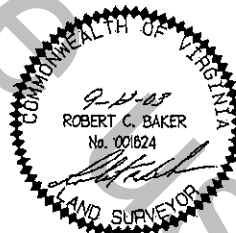
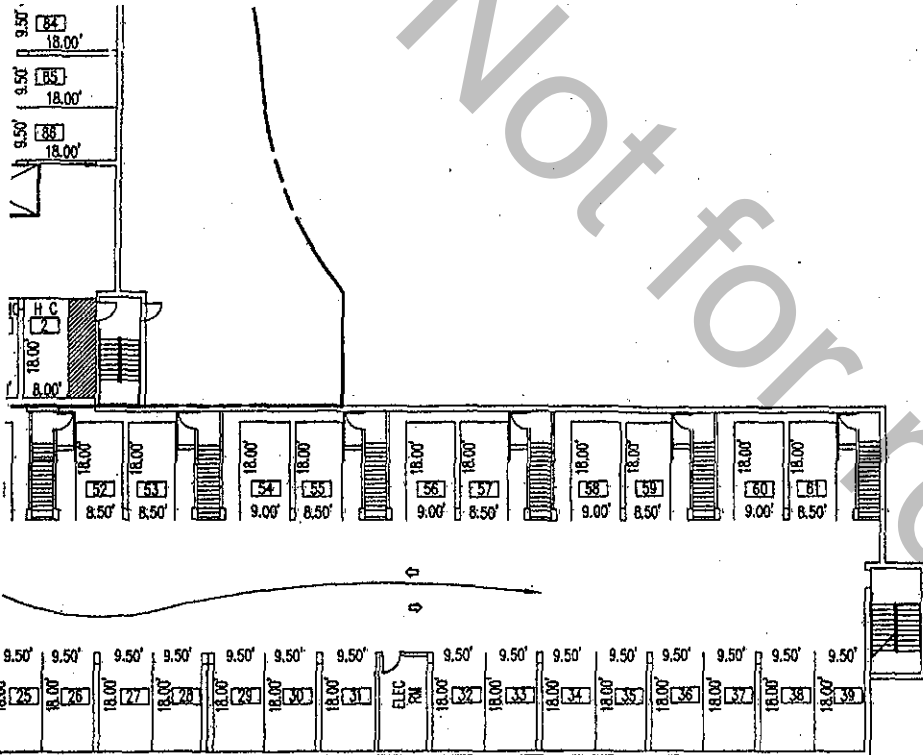


EXHIBIT "D"

INTAL - SURVEYING/MAPPING

ra, Inc.

LD
30

BURO, VA • GREENBELT, MD
A, FL • WEST PALM BEACH, FL

CONDOMINIUM PLAT

PHASE 3 - PARCEL "L"

ON THE PROPERTY OF

WESTBRIAR PLAZA CONDOMINIUM

PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

08/29/03
DATE

SCALE 1"=20'

MET JR
DRAWN

2 of 7

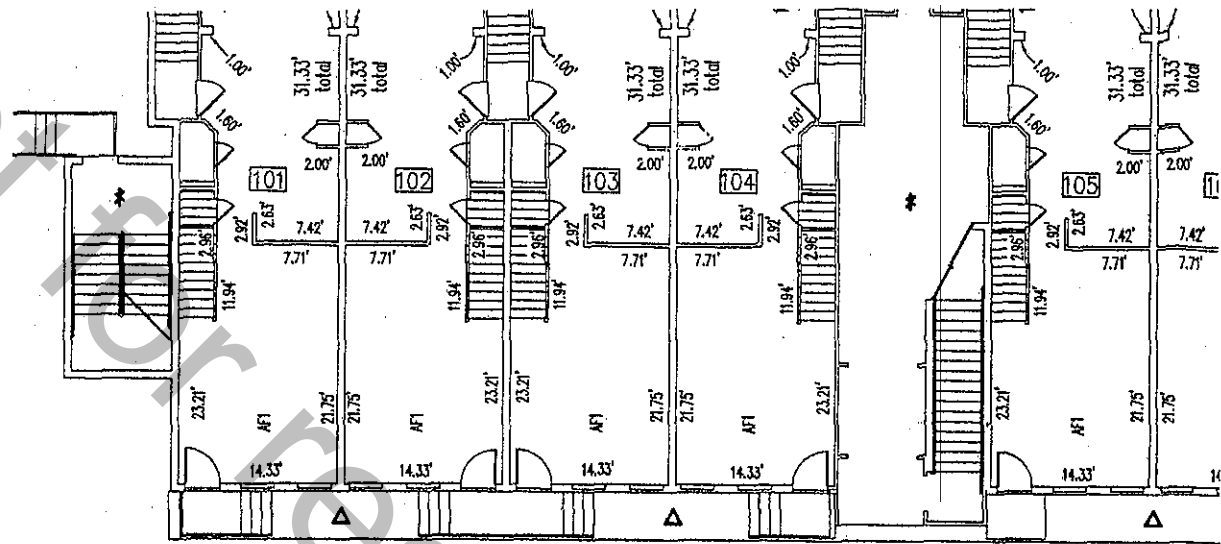
RCB
CHECKED

SHEET

RP-105
FILE No.

5169-JADE METRO PLACE
PROJ No.

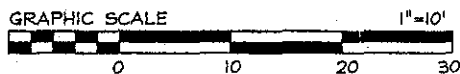
BK 15140-1242



SURVEYOR'S

I, ROBERT C. BY
COMMONWEALTH OF
EXHIBIT 'D' TO THE
SECTION 55-74.58(F)
THE IMPROVEMENTS
ACCORDANCE THERE

GIVEN UNDER MY H



No.	REVISION	DATE	BY



PLANNING • SITE ENGINEERING • TRANSPORTATION • ENVIRONMENTAL • SURVEYING/MAPPING

Greenhorne & O'Mara, Inc.

11211 WAPLES MILL ROAD
FAIRFAX, VIRGINIA 22030
(703)385-9800

ANNAPOLIS, MD • ATLANTA, GA • FAIRFAX, VA • FREDERICKSBURG, VA • GREENBELT, MD
MECHANICSBURG, PA • RALEIGH, NC • ROCKVILLE, MD • TAMPA, FL • WEST PALM BEACH, FL

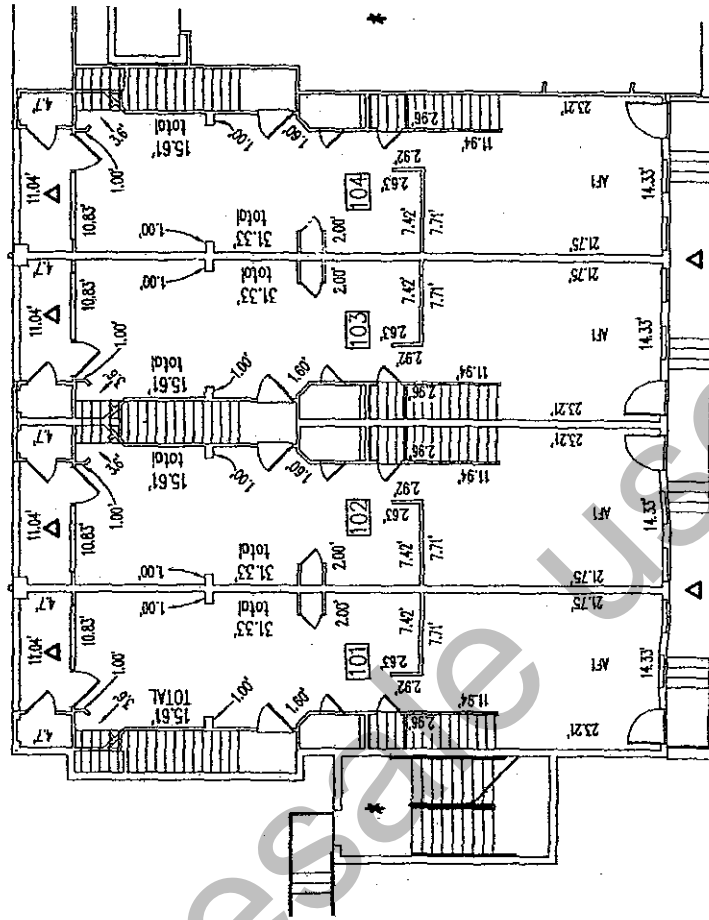
CONDOMINIUM
PHASE 3 - PARCE
ON THE PROPERTY

WESTBRIAR PLAZA

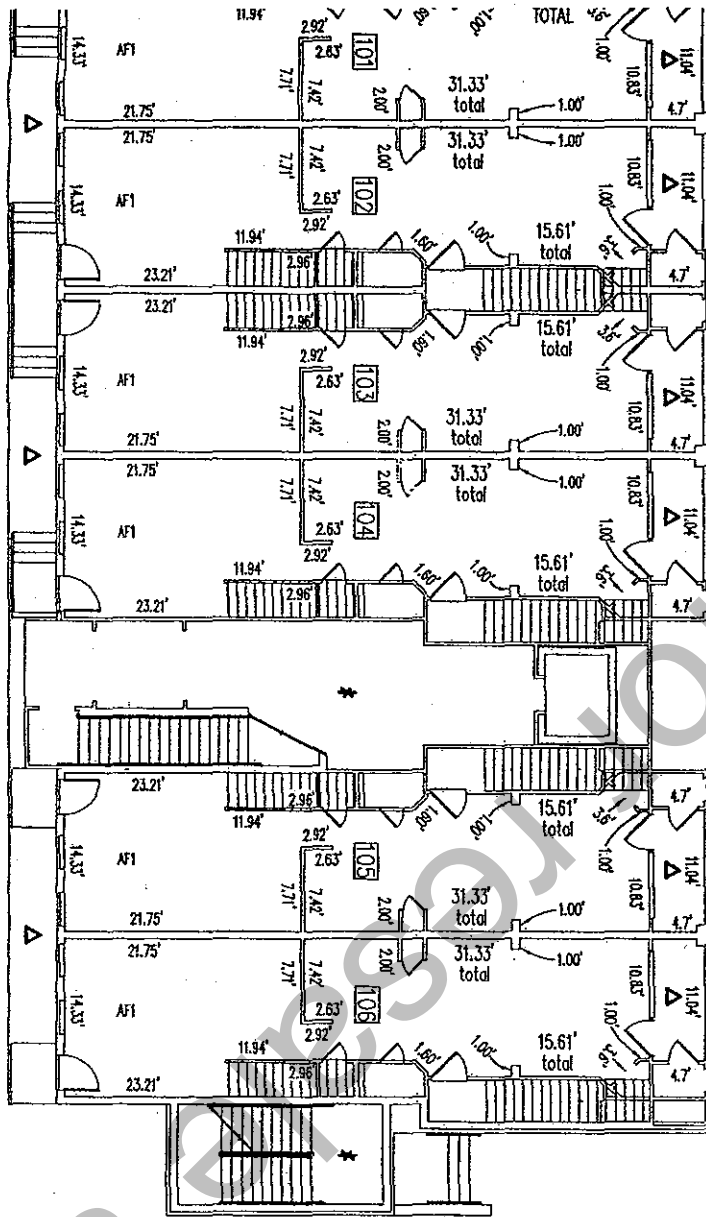
PROVIDENCE DIS
FAIRFAX COUNTY, VA

BK 15140 1243

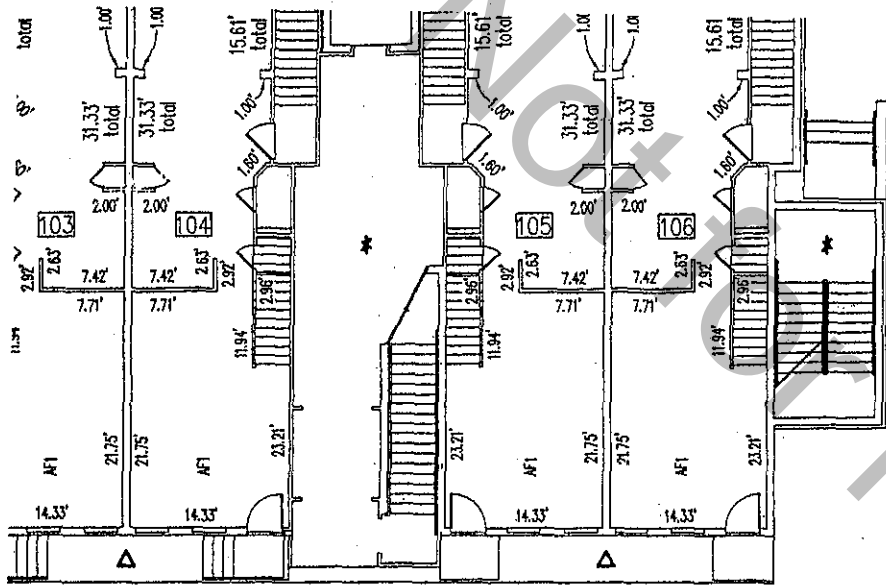
BUILDING 2
FIRST FLOOR



BUILDING 2
FIRST FLOOR



LEGEND
 ▲ - LIVING COTTAGE ELEMENT
 * - GENERAL COTTAGE ELEMENT



SURVEYOR'S CERTIFICATE

I, ROBERT C. BAKER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT OF EXHIBIT "D" TO THE DECLARATION IS ACCURATE AND COMPLIES WITH SECTION 55-79.58(B) OF THE CONDOMINIUM ACT AS AMENDED, AND THAT THE IMPROVEMENTS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE, IN ACCORDANCE THEREWITH, EXCEPT AS SHOWN.

GIVEN UNDER MY HAND THIS 01st DAY OF September, 2003.

Robert C. Baker
 ROBERT C. BAKER No. 001824

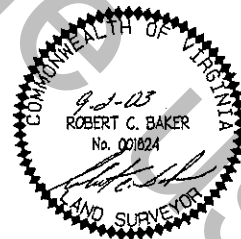
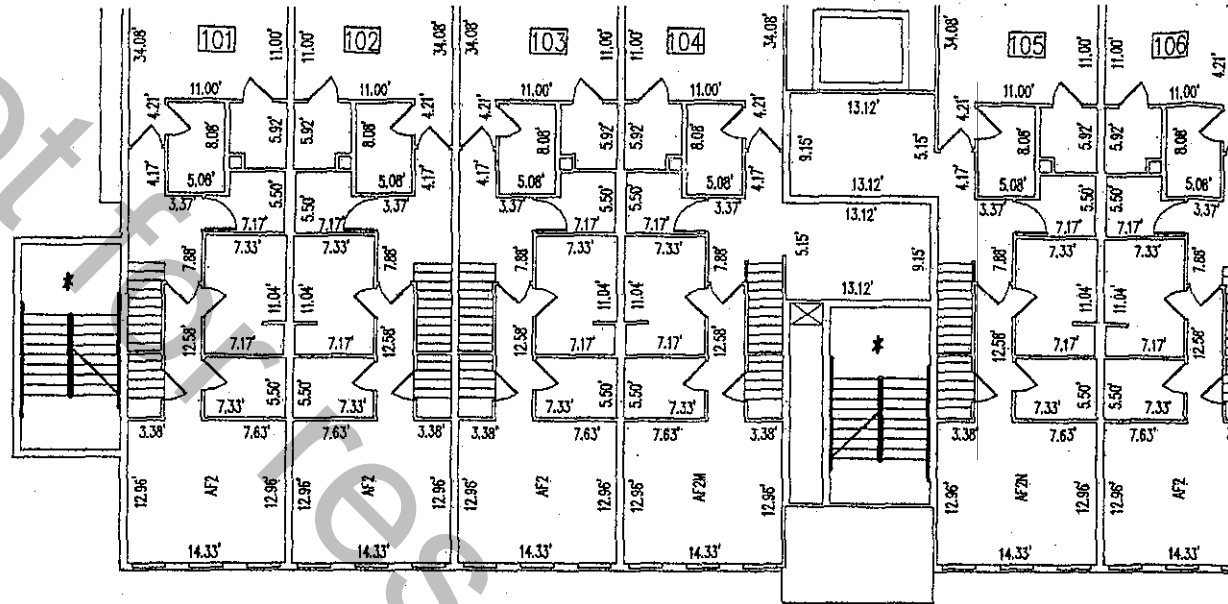


EXHIBIT "E"

L. SURVEYING/MAPPING l, Inc. VA • GREENBELT, MD WEST PALM BEACH, FL	CONDOMINIUM PLAN PHASE 3 - PARCEL "L" ON THE PROPERTY OF WESTBRIAR PLAZA CONDOMINIUM PROVIDENCE DISTRICT FAIRFAX COUNTY, VIRGINIA		08/29/03 DATE	1"=10' SCALE	
			MET JR DRAWN	3 OF 7	
			RCB CHECKED		SHEET
			RP-105 FILE No.	5169-JADE METRO PLACE PROJ No.	

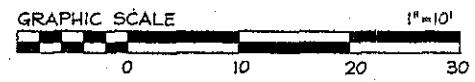
BK 15140 1246



SURVEYOR'S

I, ROBERT C. B.
COMMONWEALTH OF
EXHIBIT 'D' TO THE
SECTION 55-74.58(C)
THE IMPROVEMENTS
ACCORDANCE THERE

GIVEN UNDER MY H



No.	REVISION	DATE	BY

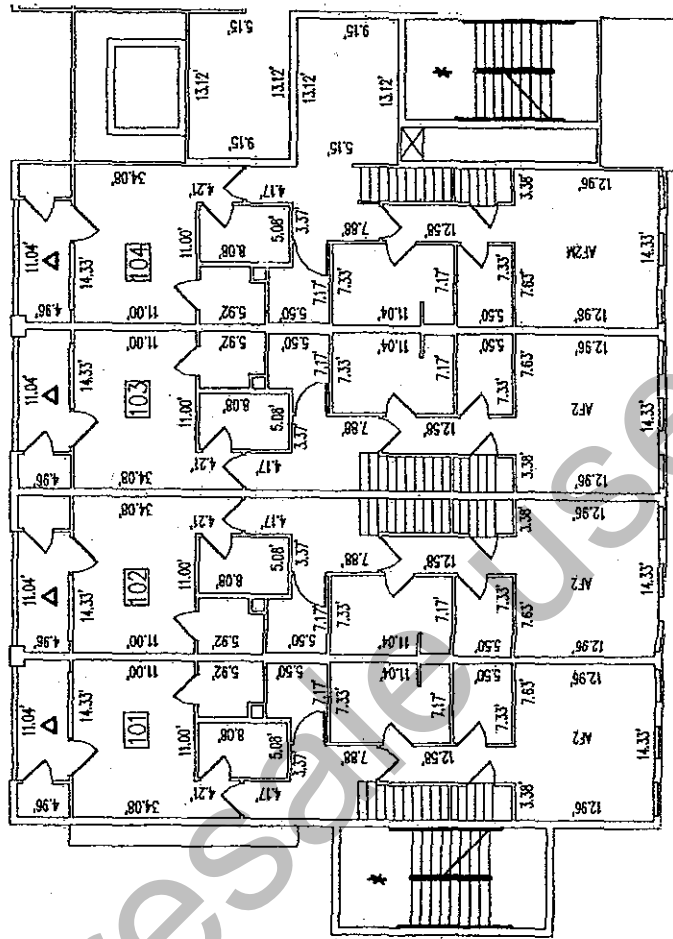


PLANNING • SITE ENGINEERING • TRANSPORTATION • ENVIRONMENTAL • SURVEYING/MAPPING
Greenhome & O'Mara, Inc.
 11211 WAPLES MILL ROAD
 FAIRFAX, VIRGINIA 22030
 (703)385-9800
 ANNAPOLIS, MD • ATLANTA, GA • FAIRFAX, VA • FREDERICKSBURG, VA • GREENBELT, MD
 MECHANICSBURG, PA • RALEIGH, NC • ROCKVILLE, MD • TAMPA, FL • WEST PALM BEACH, FL

CONDOMINIUM
 PHASE 3 - PARCE
 ON THE PROPERTY
WESTBRIAR PLAZA
 PROVIDENCE DIS
 FAIRFAX COUNTY,

BK 15140 1247

BUILDING 2
SECOND FLOOR

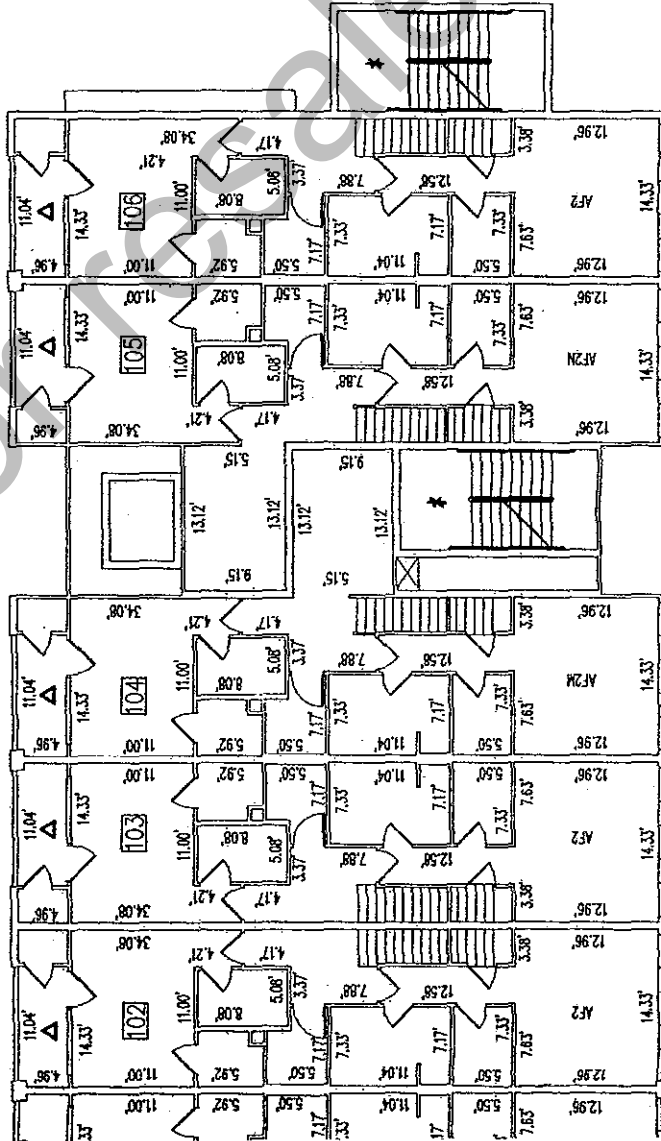


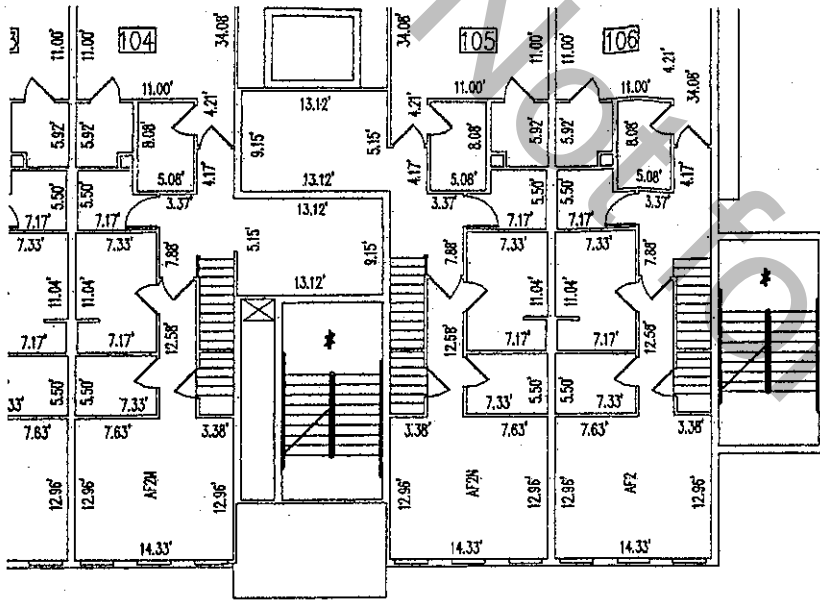
Not for resale

LEGEND

- △ - LIMITED COMMON ELEMENT
- ★ - GENERAL COMMON ELEMENT

**BUILDING 2
SECOND FLOOR**





SURVEYOR'S CERTIFICATE

I, ROBERT C. BAKER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT OF EXHIBIT "D" TO THE DECLARATION IS ACCURATE AND COMPLIES WITH SECTION 55-79.58(B) OF THE CONDOMINIUM ACT AS AMENDED, AND THAT THE IMPROVEMENTS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE, IN ACCORDANCE THEREWITH, EXCEPT AS SHOWN.

GIVEN UNDER MY HAND THIS 25th DAY OF September, 2003.

Robert C. Baker
 ROBERT C. BAKER No. 001824

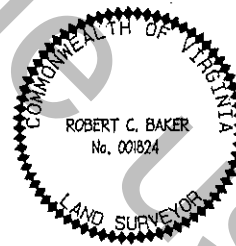


EXHIBIT "E"

LL • SURVEYING/MAPPING

a, Inc.

VA • GREENBELT, MD
 FL • WEST PALM BEACH, FL

CONDOMINIUM PLAN

PHASE 3 - PARCEL "L"

ON THE PROPERTY OF

WESTBRIAR PLAZA CONDOMINIUM

PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA

08/29/03
 DATE

SCALE 1"=10'

MET JR
 DRAWN

4 of 7

RCB
 CHECKED

SHEET

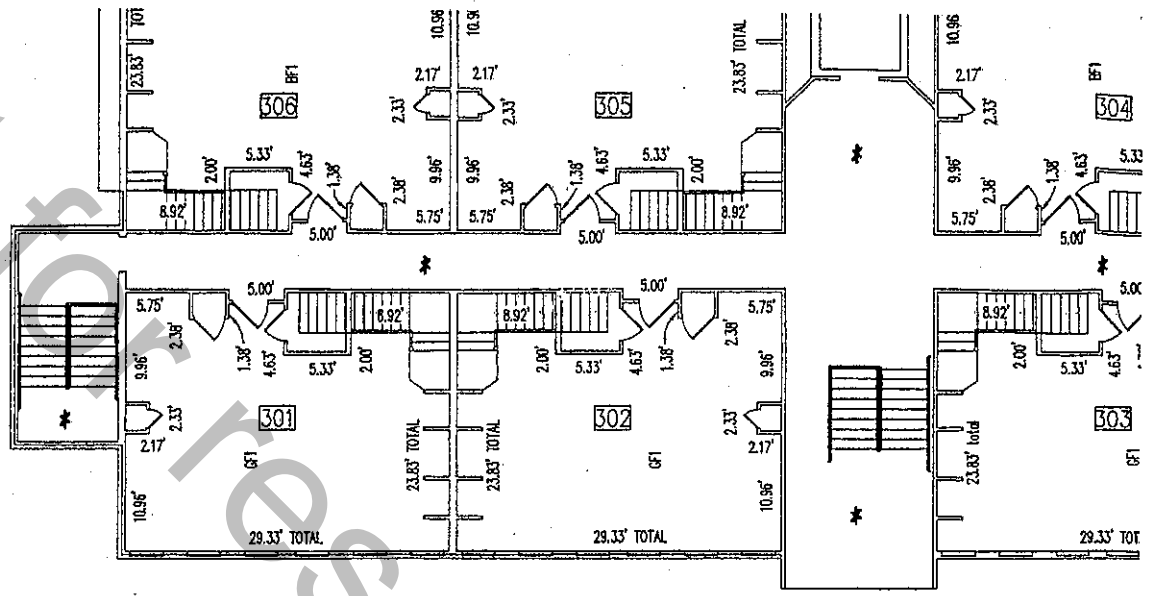
RP-105
 FILE No.

5169-JADE METRO PLACE
 PROJ No.

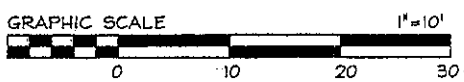
BK 151740 1250

BK 15140 1251

Not for Resale Use



SURVEYOR
 I, ROBERT C.
 COMMONWEALTH
 EXHIBIT 'D' TO
 SECTION 55-79,
 THE IMPROVEMENTS
 ACCORDANCE TO
 GIVEN UNDER



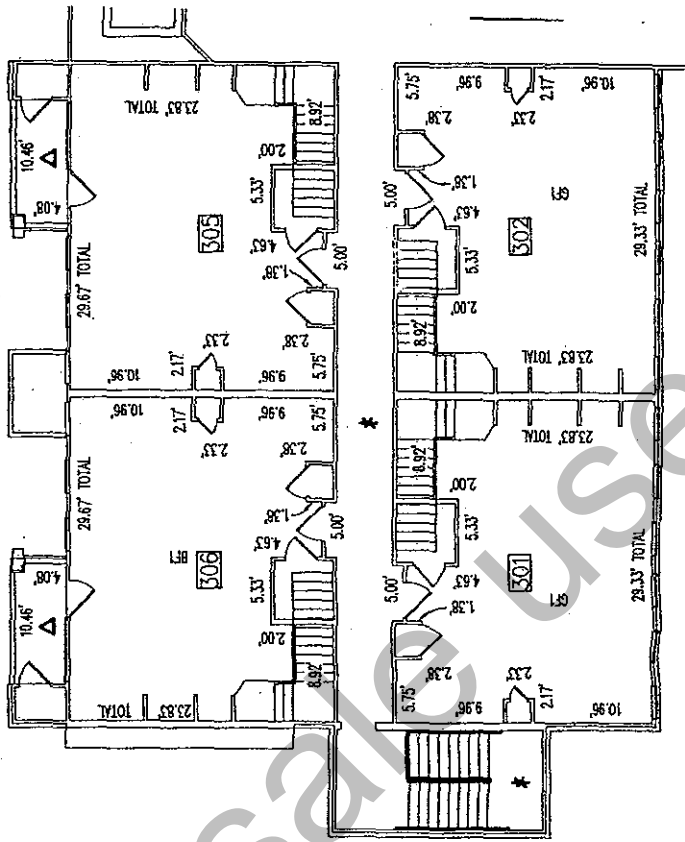
No.	REVISION	DATE	BY



PLANNING • SITE ENGINEERING • TRANSPORTATION • ENVIRONMENTAL • SURVEYING/MAPPING
Greenhorne & O'Mara, Inc.
 11211 WAPLES MILL ROAD
 FAIRFAX, VIRGINIA 22030
 (703)385-9800
 ANNAPOLIS, MD • ATLANTA, GA • FAIRFAX, VA • FREDERICKSBURG, VA • GREENBELT, MD
 MECHANICSBURG, PA • RALEIGH, NC • ROCKVILLE, MD • TAMPA, FL • WEST PALM BEACH, FL

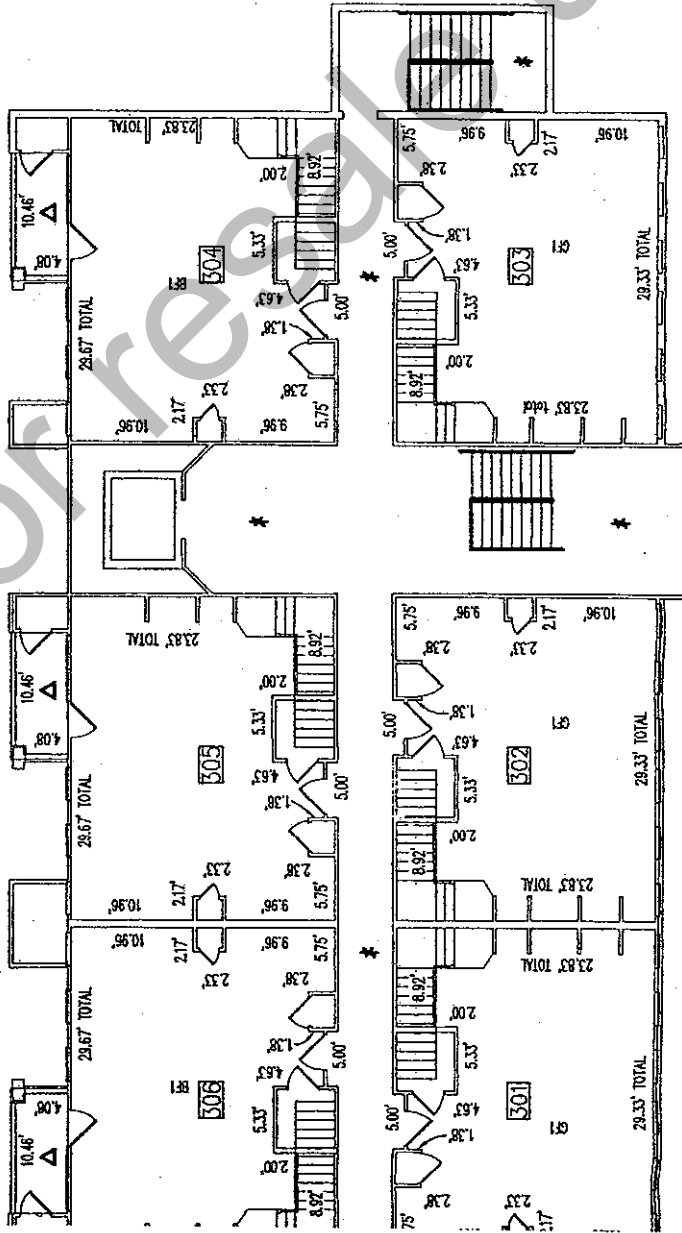
CONDOMINIUM
 PHASE 3 - PA
 ON THE PROJECT
WESTBRIAR PLAZA
 PROVIDENCI
 FAIRFAX COUN

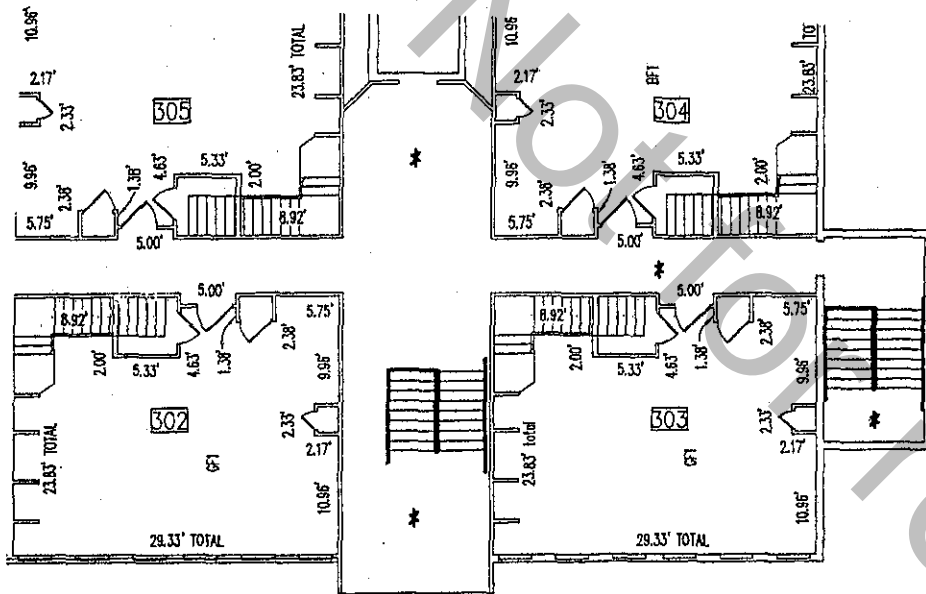
BUILDING 2
THIRD FLOOR



LEGEND
▲ - LIMITED COMMON ELEMENT
* - GENERAL COMMON ELEMENT

**BUILDING 2
THIRD FLOOR**





SURVEYOR'S CERTIFICATE

I, ROBERT C. BAKER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT OF EXHIBIT "D" TO THE DECLARATION IS ACCURATE AND COMPLIES WITH SECTION 55-79.50(B) OF THE CONDOMINIUM ACT AS AMENDED, AND THAT THE IMPROVEMENTS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE, IN ACCORDANCE THEREWITH, EXCEPT AS SHOWN.

GIVEN UNDER MY HAND THIS 10th DAY OF September, 2008.

Robert C. Baker
 ROBERT C. BAKER No. 001824

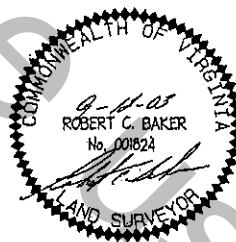


EXHIBIT "E"

MENTAL - SURVEYING/MAPPING

ira, Inc.
 IAD
 030

LEESBURG, VA • GREENBELT, MD
 IPA, FL • WEST PALM BEACH, FL

CONDOMINIUM PLAN

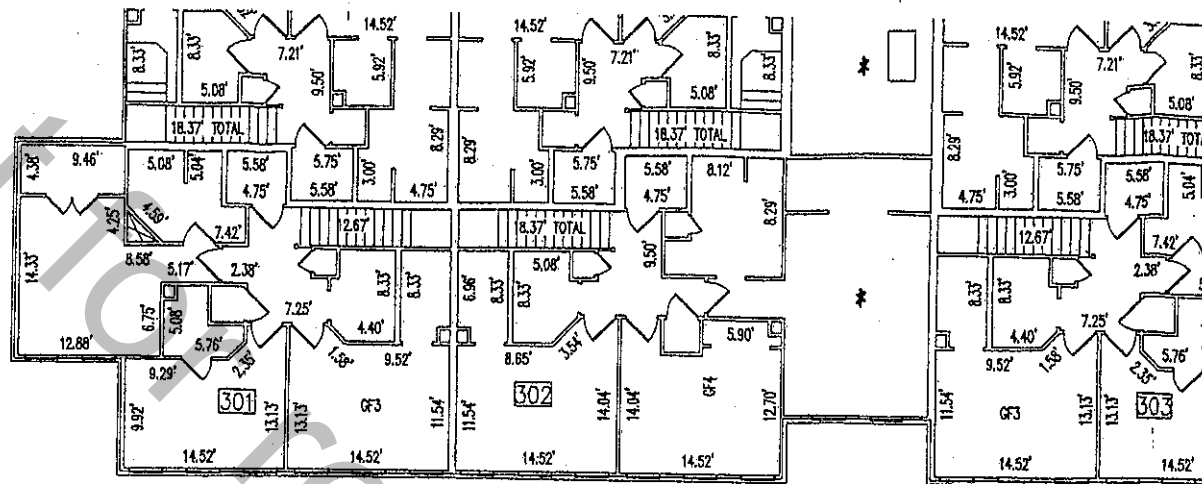
PHASE 3 - PARCEL "L"

ON THE PROPERTY OF

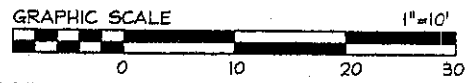
WESTBRIAR PLAZA CONDOMINIUM

PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA

DATE	08/29/03	SCALE	1"=10'
MET JR DRAWN	RCB	5 of 7	
CHECKED	SHEET		
FILE No.	RP-105	5169-JADE METRO PLACE PROJ No.	



SURVEYOR'S (
 I, ROBERT C. BA
 COMMONWEALTH OF
 EXHIBIT 'D' TO THE
 SECTION 55-79.58/B
 THE IMPROVEMENTS
 ACCORDANCE THERE
 GIVEN UNDER MY HA



No.	REVISION	DATE	BY



PLANNING • SITE ENGINEERING • TRANSPORTATION • ENVIRONMENTAL • SURVEYING/MAPPING

Greenhome & O'Mara, Inc.
 11211 WAPLES MILL ROAD
 FAIRFAX, VIRGINIA 22030
 (703)385-9800

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 MECHANICSBURG, PA • RALEIGH, NC • ROCKVILLE, MD • TAMPA, FL • WEST PALM BEACH, FL

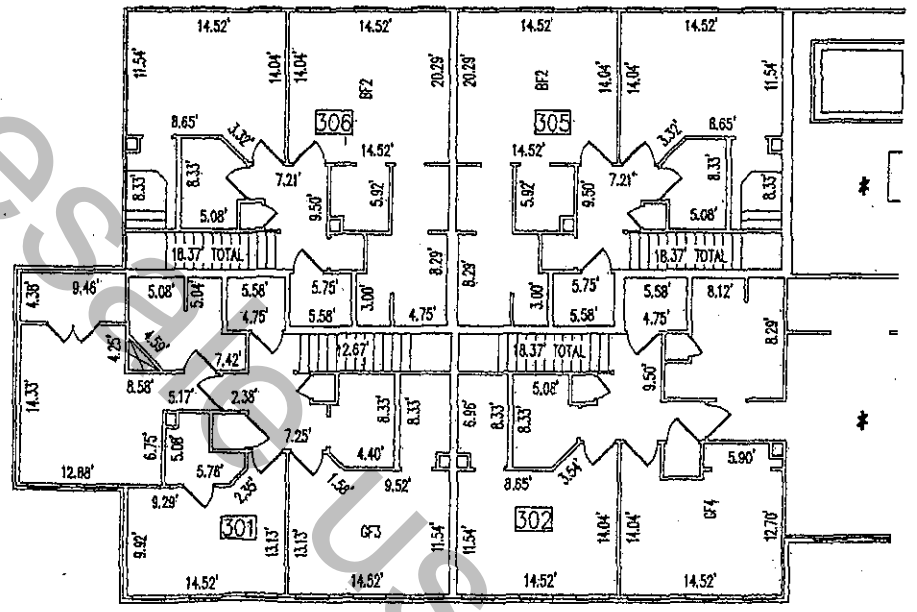
© LATEST DATE HEREON

CONDOMINIUM
 PHASE 3 - PARCEL
 ON THE PROPERTY (

WESTBRIAR PLAZA

PROVIDENCE DIS
 FAIRFAX COUNTY,)

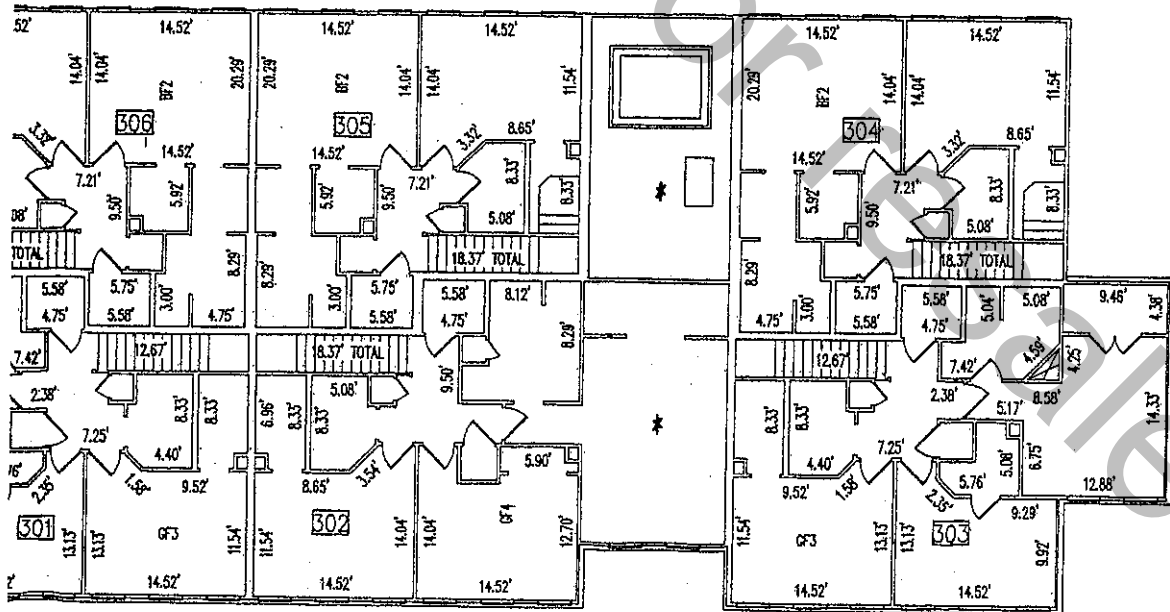
BUILDING 2
FOURTH FLOOR

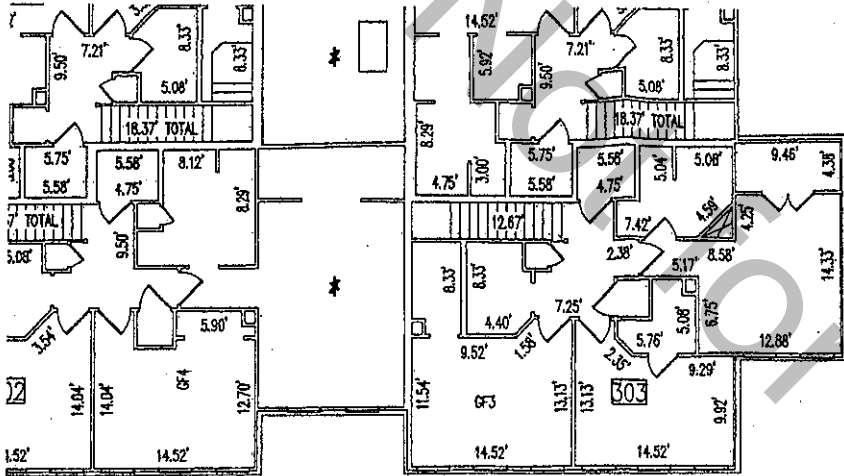


Not for resale

BUILDING 2 FOURTH FLOOR

LEGEND
 ▲ - LIMITED COMMON ELEMENT
 * - GENERAL COMMON ELEMENT





SURVEYOR'S CERTIFICATE

I, ROBERT C. BAKER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT OF EXHIBIT "D" TO THE DECLARATION IS ACCURATE AND COMPLIES WITH SECTION 55-79.5B(B) OF THE CONDOMINIUM ACT AS AMENDED, AND THAT THE IMPROVEMENTS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE, IN ACCORDANCE THEREWITH, EXCEPT AS SHOWN.

GIVEN UNDER MY HAND THIS 14th DAY OF September, 2003.

Robert C. Baker
 ROBERT C. BAKER No. 001824

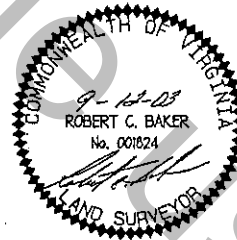


EXHIBIT "E"

L. SURVEYING/MAPPING

l, Inc.

VA • GREENBELT, MD
 FL • WEST PALM BEACH, FL

CONDOMINIUM PLAN

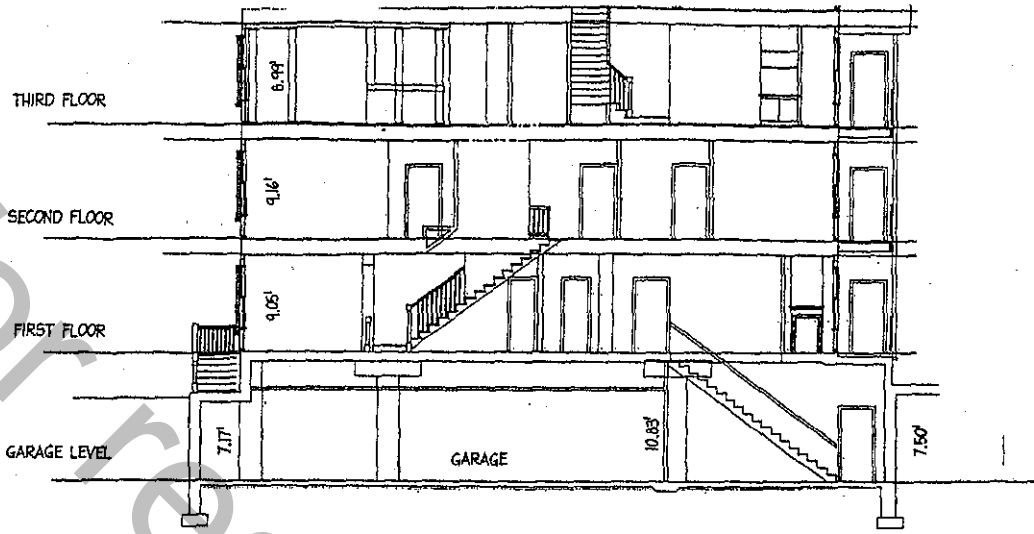
PHASE 3 - PARCEL "L"
 ON THE PROPERTY OF

WESTBRIAR PLAZA CONDOMINIUM

PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA

08/29/03 DATE	SCALE 1"=10'
MET JR DRAWN	6 of 7
RCB CHECKED	
RP-105 FILE No.	5164-JADE METRO PLACE PROJ No.

Not for resale use

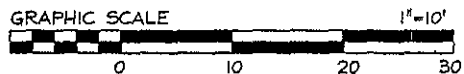


CROSS SECTION

SURVEYOR:

J. ROBERT C.
 COMMONWEALTH
 EXHIBIT "D" TO
 SECTION 55-79.5
 THE IMPROVEMENT
 ACCORDANCE TH

GIVEN UNDER M



No.	REVISION	DATE	BY



PLANNING • SITE ENGINEERING • TRANSPORTATION • ENVIRONMENTAL • SURVEYING/MAPPING

Greenhorne & O'Mara, Inc.

11211 WAPLES MILL ROAD
 FAIRFAX, VIRGINIA 22030
 (703)385-9800

ANNAPOLIS, MD • ATLANTA, GA • FAIRFAX, VA • FREDERICKSBURG, VA • GREENBELT, MD
 MECHANICSBURG, PA • RALEIGH, NC • ROCKVILLE, MD • TAMPA, FL • WEST PALM BEACH, FL

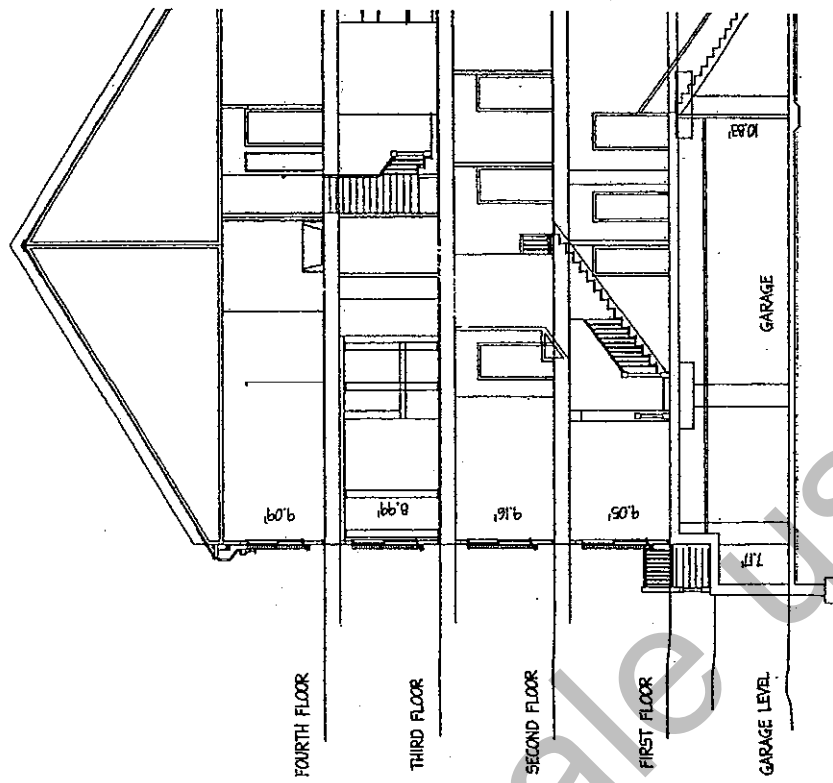
© LATEST DATE HEREON

CONDOMINIUM
 PHASE 3 - PART
 ON THE PROPERTY

WESTBRIAR PLAZA

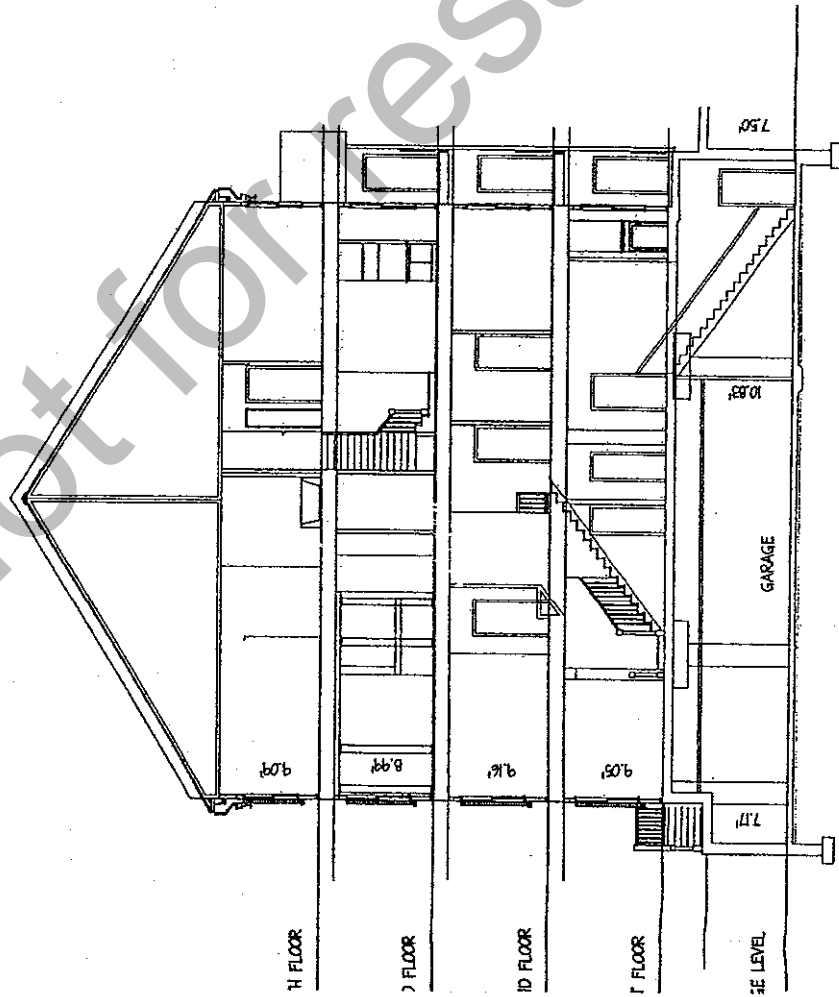
PROVIDENCE I
 FAIRFAX COUNTY

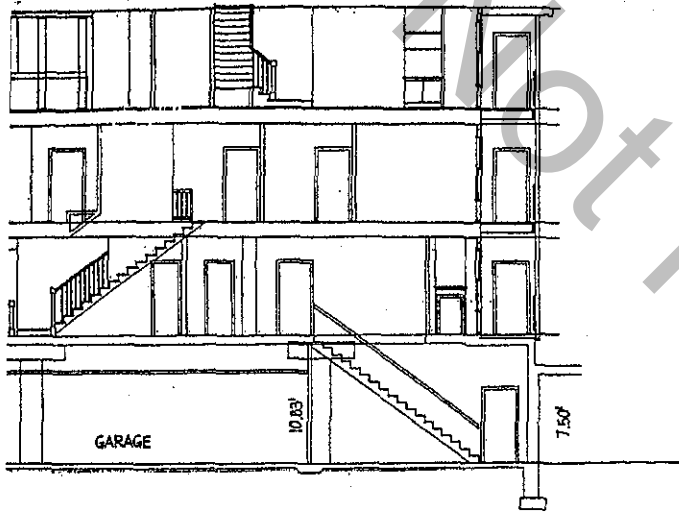
AC71.06101.VB



Not for resale use

Not for resale use





CROSS SECTION

SURVEYOR'S CERTIFICATE

I, ROBERT C. BAKER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAT OF EXHIBIT "D" TO THE DECLARATION IS ACCURATE AND COMPLIES WITH SECTION 55-79.56(B) OF THE CONDOMINIUM ACT AS AMENDED, AND THAT THE IMPROVEMENTS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE, IN ACCORDANCE THEREWITH, EXCEPT AS SHOWN.

GIVEN UNDER MY HAND THIS 14th DAY OF September, 2003.

Robert C. Baker
 ROBERT C. BAKER No. 001824

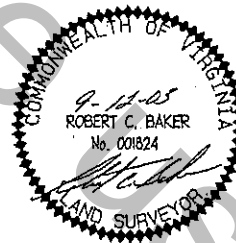


EXHIBIT "E"

CONDOMINIUM PLAN PHASE 3 - PARCEL "L" ON THE PROPERTY OF WESTBRIAR PLAZA CONDOMINIUM PROVIDENCE DISTRICT FAIRFAX COUNTY, VIRGINIA	08/29/03 DATE	SCALE 1"=10' 7 of 7
	MET JR DRAWN	7 of 7 SHEET
	RCB CHECKED	
	RP-105 FILE No.	5169-JADE METRO PLACE PROJ No.

CONDOMINIUM SURVEYING/MAPPING

Metra, Inc.

100
 30

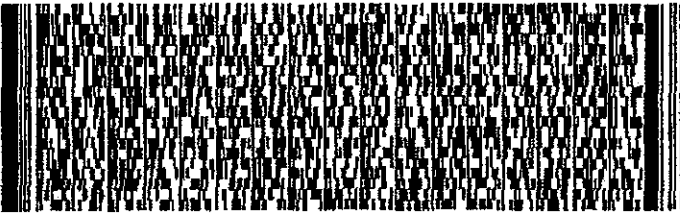
10000 BURG, VA • GREENBELT, MD
 10000 A, FL • WEST PALM BEACH, FL

BK 15140 1262

Fairfax County Land Records Cover Sheet - WESTBRIAR PLAZA-PH 4

Instrument(s)
DECLARATION MODIFICATION
Grantor(s)
WESTBRIAR PLAZA LLC_F_N
Grantee(s)
None

Consideration		Consideration %	100
Tax Exemption	NTF	Amount Not Taxed	
DEM Number		Tax Map Number	049-2-1371//L
Original Book	13834	Original Page	1080
Title Company	HAIGHT, TRAMONTE, SICILIANO ET AL.		Title Case 3408/00262
Property Deser.	WESTBRIAR PLAZA CONDOMINIUM, PHASE 4		
Certified	No	Copies	0
		Page Range	



Not for resale use

THIRD AMENDMENT TO DECLARATION
WESTBRIAR PLAZA CONDOMINIUM

THIS AMENDMENT to Condominium Instruments is made this 24th day of September, 2004, by WESTBRIAR PLAZA LLC, a Virginia limited liability company (the "Declarant"), with the consent of Acacia Federal Savings Bank and Harbourton Financial Corporation, who join in the submission of the Submitted Land to this Declaration.

WITNESSETH:

WHEREAS, by Condominium Instruments dated the 4th day of December, 2002 and recorded in Deed Book 13834 at Page 1080 among the land records of Fairfax County, Virginia, (the "Condominium Instruments"), there was established and created an expandable Condominium known as WESTBRIAR PLAZA CONDOMINIUM (the "Condominium"); and

WHEREAS, the Condominium Instruments have been amended by the First Amendment to Declaration, Westbriar Plaza Condominium, recorded in Deed Book 15083 at Page 1085, and by the Second Amendment to Declaration, Westbriar Plaza Condominium, recorded in Deed Book 15140 at Page 1219, among the aforesaid land records; and

WHEREAS, by Section B of the Public Offering Statement and Article XI of the Declaration of Condominium, Declarant reserved unto itself the right and power to submit Additional Lands to the provisions of the Condominium Instruments; and

WHEREAS, the Declarant is the sole owner and proprietor of the 18,514 square foot tract ("Phase 4"), as shown on the plat entitled "Condominium Plat, Phase 4, Submitted Land and Additional Land, Westbriar Plaza Condominium" prepared by

Prepared by/return to: Haight, Tramoto, Siciliano, Yeoman & Roberts, P.C.
8221 Old Courthouse Rd., Suite 300
Vienna, VA 22182

0042

Greenhome & O'Mara, Inc., which plat is attached hereto as Exhibit "D", and wishes to submit Phase 4 to the Condominium Instruments;

NOW, THEREFORE, the Declarant hereby publishes and declares that it hereby submits to the provisions of the Condominium Instruments of WESTBRIAR PLAZA CONDOMINIUM, as established by Chapter 4.2, Title 55, Code of Virginia (1950), all of that certain tract or parcel of land located, lying and being in the County of Fairfax, Virginia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

The land described on Exhibit "A" shall henceforth be known as "WESTBRIAR PLAZA CONDOMINIUM, Phase 4", and is hereby merged with the Condominium created by the Condominium Instruments, to the end that the land and improvements thereon are held and shall be held, conveyed and improved subject to the covenants, conditions, restrictions, uses, limitations and obligations contained in the Condominium Instruments, subject, however, to the modifications hereinafter set forth, all of which are declared to be in furtherance of a plan for the improvement of the property and the division thereof into Units, as defined in the Condominium Instruments. The Condominium Instruments shall be a burden and benefit to the Declarant, its successors and assigns, and any person acquiring an interest in any Unit, the property and the improvements, and to their grantees, successors, heirs, executors, administrators, devisees and assigns.

The Condominium Instruments and any amendments thereto are to be read together and in all respects not herein specifically modified or changed or given limited application, the provisions of the Condominium Instruments shall apply equally to the

property therein described and the property described herein. Those limitations, modifications and changes are as follows:

I. Description of Units. WESTBRIAR PLAZA CONDOMINIUM, Phase 4, consisting of 18,514 square feet, more or less, is improved by twenty-six (26) Living Units and ~~thirty-four~~(54) Parking Units, as such terms are described in the Declaration of Westbriar Plaza Condominium, recorded in Deed Book 13834 at page 1080 among the aforesaid Land Records, with addresses as shown in the attached Exhibit "C". Each of these Living Units and Parking Units is depicted on the plan entitled "Condominium Plan, Submitted Land, Phase 4, Plan Showing Locations and Dimensions of Units and Common Elements, Westbriar Plaza Condominium" prepared by Greenhorne & O'Mara, Inc., which is attached hereto and incorporated herein by reference as Exhibit "E".

Each Living Unit shall have as an appurtenance thereto a proportionate undivided interest in the Common Elements, as defined in the Condominium Act, which appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the conveyance or other instrument describing the Living Unit.

The boundaries of each Living Unit and Parking Unit are defined in the Declaration previously recorded.

II. INTEREST IN LIMITED AND GENERAL COMMON ELEMENTS.

A. Limited Common Elements: Ownership of a Living Unit shall entitle the Owner thereof to the exclusive use and enjoyment of any Limited Common Element or Limited Common Elements attached or otherwise appurtenant thereto, as identified on Exhibit "C" and/or shown on Exhibit "E" and identified as "Limited Common Element".

B. In accordance with Article V of the Declaration of WESTBRIAR PLAZA CONDOMINIUM, the undivided interest in the Common Elements for the entire Condominium, as expanded, which are appurtenant to ownership of each Living Unit of the Condominium is hereby altered to provide the percentage interest shown in the attached Exhibit "C".

III. UNIT OWNERS ASSOCIATION OF WESTBRIAR PLAZA CONDOMINIUM.

The submission of WESTBRIAR PLAZA CONDOMINIUM, Phase 4, is subject to the provisions of the Condominium Instruments and shall have no effect on the presently-existing Unit Owners Association of WESTBRIAR PLAZA CONDOMINIUM or the Board of Directors thereof, except that the Unit Owners of the Living Units contained herein shall immediately become and be members of the Unit Owners Association, entitled to attend and vote at any meeting thereof hereafter held.

IV. CONVERTIBLE SPACE. Declarant hereby expressly reserves unto itself and its successors and assigns the option and right to convert the areas designated as Convertible Space (as defined in the Section 55-79.41 of The Virginia Condominium Act) on Exhibit "E" hereto into Living Units and/or Common Elements in accordance with the provisions of Section 55-79.62 of The Condominium Act and the provisions of this Article IV, as follows:

A. Conversion of the Convertible Space 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 Bylaws).

B. Declarant reserves the right to convert any or all portions of the Convertible Space at any time, at different times, and in any order, without limitation.

C. Declarant expressly reserves the right to create Common Elements within the Convertible Space which may be subsequently assigned as Limited Common Elements or Reserved Common Elements.

D. Declarant makes no assurances as to the location within the Convertible Space of any Living Unit, Common Element or Limited Common Element.

E. The Living Units and Common Elements to be converted within the Convertible Space will be reasonably compatible in quality of construction with the Living Units and Common Elements located elsewhere on the Condominium.

V. AMENDMENTS AND OPTIONS TO SUBMIT ADDITIONAL LAND.

Nothing contained herein shall be deemed to exhaust the right reserved by Declarant in Article XI of the Declaration of WESTBRIAR PLAZA CONDOMINIUM, to submit and include as part of the Condominium any or all portion(s) of the Additional Lands as shown on Exhibit "D" attached hereto and as described by metes and bounds on Exhibit "B" attached hereto and incorporated herein by reference.

VI. This Amendment shall take effect upon recordation.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Westbriar Plaza, LLC, a Virginia limited liability company, has caused this Third Amendment to Declaration to be executed in Vienna, Fairfax County, Virginia, on Sept 24, 2004.

WESTBRIAR PLAZA, LLC
a Virginia limited liability company

By: [Signature]
Name: Jon Luria
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 Jon Luria, who is personally well known to me to be the person named as Manager of Westbriar Plaza, LLC personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Westbriar Plaza, LLC, a Virginia limited liability company, and that he delivered the same on behalf of such limited liability company.

GIVEN under my hand and seal this 24th day of September 2004.

[Signature]
NOTARY PUBLIC

My Commission expires: 5-31-07

Acacia Federal Savings Bank
a federal savings bank

By: [Signature]
Name: Robert A. Jacobs
Title: Senior Vice President

STATE OF Virginia,
CITY/COUNTY OF Fairfax, to-wit:

I, the undersigned Notary Public do hereby certify that Robert A. Jacobs, who is personally well known to me to be the person named as Senior Vice President of Acacia Federal Savings Bank personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Acacia Federal Savings Bank, a federal savings bank, and that he delivered the same on behalf of such federal savings bank.


GIVEN under my hand and seal this 6 day of October, 2004.

Debra A. Marfizo
NOTARY PUBLIC

My Commission expires: 5/3/07



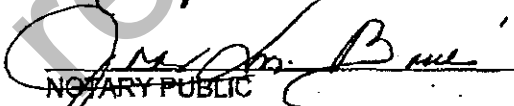
Harbourton Financial Corporation
a Delaware corporation

By: 
Name: James M. Cluett
Title: Senior Vice President

STATE OF Virginia
CITY/COUNTY OF Fairfax, to-wit:

I, the undersigned Notary Public do hereby certify that James M. Cluett, who is personally well known to me to be the person named as Senior Vice President of Harbourton Financial Corporation personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Harbourton Financial Corporation, a Delaware corporation, and that he delivered the same on behalf of such corporation.

GIVEN under my hand and seal this 26 day of September, 2004.


NOTARY PUBLIC

My Commission expires: May 31, 2007

EXHIBIT A

SUBMITTED LAND

[Phase 4]

Not for resale use

October 15, 2004

Phase 4
Above Ground Submitted Land
THE WESTBRIAR CONDOMINIUM
Parcel "L"
Metro Place At Dunn Loring
Providence District
Fairfax, County, Virginia

Commencing at a point in the most northeasterly corner of the previously submitted land of PHASE 1, said point also being on the southerly line of Park Tower Drive, variable width right-of-way; Thence, departing said point a bearing of N89°32'50"W a distance of 123.64 feet, to the POINT OF BEGINNING.

Thence, departing said Park Tower Drive and running along the westerly line of aforementioned PHASE 1, S00°27'13"W a distance of 83.39 feet to a point. Said point being the most northeasterly corner of additional land of PHASE 6;

Thence, departing the westerly line of aforementioned PHASE 1 and running along the northerly and westerly line of said PHASE 6, the following two (2) courses and distances:

N88°32'47"W a distance of 106.52 feet to a point;

S38°27'13"W a distance of 77.95 feet to a point. Said point being the most westerly corner of said PHASE 6, and being on the northwesterly line of previously submitted land of PHASE 3;

Thence, departing said aforementioned PHASE 6 and running with the northwesterly line of said PHASE 3, S38°27'13"W a distance of 17.62 feet to a point. Said point being the most northeasterly corner of additional land of PHASE 5.

Thence, departing the aforementioned PHASE 3 and running along the northerly line of said PHASE 5, N78°45'27"W a distance of 63.21 feet to a point. Said point being the most northwesterly corner of said PHASE 5, said point also being on the easterly line of aforementioned Park Tower Drive.

Thence, departing aforementioned PHASE 5 and running along the easterly line of said Park Tower Drive the following two (2) courses and distances:

250.28 feet along the arc of a curve to the right whose radius is 185.00 feet and with a chord bearing N51°41'44"E and a distance of 231.63 feet to a point;

S89°32'50"E a distance of 46.80 feet to the POINT OF BEGINNING.

Containing 18,514 square feet or 0.42500 acres, more or less.

October 15, 2004

Phase 4
Below Ground Submitted Land
THE WESTBRIAR CONDOMINIUM
Parcel "L"
Metro Place At Dunn Loring
Providence District
Fairfax, County, Virginia

Commencing at a point in the most northeasterly corner of the previously submitted land of PHASE 1, said point also being on the southerly line of Park Tower Drive, variable width right-of-way. Departing said point a bearing of N89°32'50"W a distance of 123.64 feet, to the POINT OF BEGINNING.

Thence, departing said Park Tower Drive and running along the westerly line of aforementioned PHASE 1, S00°27'13"W a distance of 145.65 feet to a point. Said point being the most northeasterly corner of previously submitted land of PHASE 3.

Thence, departing the westerly line of aforementioned PHASE 1 and running along the northerly and westerly lines of said PHASE 3, the following two (2) courses and distances:

N88°32'47"W a distance of 154.51 feet to a point;

S38°27'13"W a distance of 17.62 feet to a point. Said point being a westerly corner of said PHASE 3 and being the most north easterly corner of PHASE 5, additional land;

Thence, departing aforementioned PHASE 3 and running along the northerly line of said PHASE 5, N78°45'27"W a distance of 63.21 feet to a point. Said point being the most northwesterly corner of said PHASE 5, and being on the easterly line of Park Tower Drive, Parcel "H1";

Thence, departing aforementioned PHASE 5 and running along the easterly line of said Park Tower Drive, the following two (2) courses and distances:

250.28 feet along the arc of a curve to the right whose radius is 185.00 feet and with a chord bearing N51°41'44"E and a distance of 231.63 feet to a point;

S89°32'50"E a distance of 46.80 feet to the POINT OF BEGINNING.

Containing 26,368 square feet or 0.61152 acres, more or less.

EXHIBIT B

ADDITIONAL LAND

Not for resale use

May 23, 2002

DESCRIPTION OF
WESTBRIAR PLAZA CONDOMINIUM
PARCEL "L"
METRO PLACE AT DUNN LORING
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

Parcel "L"

Beginning at a point in the westerly line of N/F Fairfax Merrifield Associates, said point also being a southeasterly corner of Parcel "H1", the terminus of Park Tower Drive (private street), Metro Place At Dunn Loring; thence departing Parcel "H1" and running along and with the westerly line of said Fairfax Merrifield Associates the following two (2) courses:

South 00°27'13" West, a distance of 320.82 feet to a point; thence,

South 81°51'11" West, a distance of 159.95 feet to a point in the northeasterly corner of Parcel "K", Metro Place At Dunn Loring; thence departing Fairfax Merrifield Associates and running along and with the northerly line of said Parcel "K" the following three (3) courses:

North 88°30'38" West, a distance of 84.68 feet to a point; thence,

South 65°51'27" West, a distance of 53.73 feet to a point; thence,

South 89°47'10" West, a distance of 67.77 feet to a point in the easterly line of the aforesaid Parcel "H1"; thence departing Parcel "K" and running along and with the line of said Parcel "H1" the following three (3) courses:

North 01°42'26" East, a distance of 185.46 feet to a point; thence,

286.55 feet along the arc of a curve deflecting to the right, having a radius of 185.00 feet, a delta of 88°44'43", a tangent of 180.99 feet, and a chord bearing and distance of North 46°04'50" East, 285.75 feet to a point; thence,

South 89°32'50" East, a distance of 170.44 feet to the point of beginning.

Containing 2.6498 ACRES of land, more or less.

Less and except:

Phases 1, 2, 3, and 4, inclusive, WESTBRIAR PLAZA CONDOMINIUM, as previously submitted and as hereby submitted to the provisions of the Declaration of Condominium, originally recorded in Deed Book 15083 Page 1085 and as subsequently amended.

EXHIBIT CPhase 1

<u>Unit No.</u>	<u>Street Address</u>	<u>Par Value</u>	<u>Common Element Interest</u>
101	2663 Manhattan Place	248.93	1.0960
102	2663 Manhattan Place	248.93	1.0960
103	2663 Manhattan Place	248.93	1.0960
104	2663 Manhattan Place	248.93	1.0960
105	2663 Manhattan Place	248.93	1.0960
106	2663 Manhattan Place	248.93	1.0960
107	2663 Manhattan Place	248.93	1.0960
108	2663 Manhattan Place	248.93	1.0960
109	2663 Manhattan Place	248.93	1.0960
110	2663 Manhattan Place	248.93	1.0960
111	2663 Manhattan Place	248.93	1.0960
112	2663 Manhattan Place	248.93	1.0960
301	2663 Manhattan Place	268.97	1.1843
302	2663 Manhattan Place	240.00	1.0567
303	2663 Manhattan Place	240.00	1.0567
304	2663 Manhattan Place	240.00	1.0567
305	2663 Manhattan Place	287.29	1.2649
306	2663 Manhattan Place	268.97	1.1843
307	2663 Manhattan Place	240.00	1.0567
308	2663 Manhattan Place	240.00	1.0567
309	2663 Manhattan Place	240.00	1.0567
310	2663 Manhattan Place	240.00	1.0567
311	2663 Manhattan Place	240.00	1.0567
312	2663 Manhattan Place	240.00	1.0567

Parking Unit Nos.

1-63, inclusive

HC-1

HC-2

C-1

NO COMMON ELEMENT INTEREST

Phase 2

<u>Unit No.</u>	<u>Street Address</u>	<u>Par Value</u>	<u>Common Element Interest</u>
101	2665 Manhattan Place	248.93	1.0960
102	2665 Manhattan Place	248.93	1.0960
103	2665 Manhattan Place	248.93	1.0960
104	2665 Manhattan Place	248.93	1.0960
105	2665 Manhattan Place	248.93	1.0960
106	2665 Manhattan Place	248.93	1.0960
107	2665 Manhattan Place	248.93	1.0960
108	2665 Manhattan Place	248.93	1.0960
109	2665 Manhattan Place	248.93	1.0960
110	2665 Manhattan Place	248.93	1.0960
111	2665 Manhattan Place	248.93	1.0960
112	2665 Manhattan Place	248.93	1.0960
113	2665 Manhattan Place	248.93	1.0960
114	2665 Manhattan Place	248.93	1.0960
301	2665 Manhattan Place	268.97	1.1843
302	2665 Manhattan Place	240.00	1.0567
303	2665 Manhattan Place	240.00	1.0567
304	2665 Manhattan Place	240.00	1.0567
305	2665 Manhattan Place	287.29	1.2649
306	2665 Manhattan Place	240.00	1.0567
307	2665 Manhattan Place	240.00	1.0567
308	2665 Manhattan Place	240.00	1.0567
309	2665 Manhattan Place	240.00	1.0567
310	2665 Manhattan Place	240.00	1.0567
311	2665 Manhattan Place	240.00	1.0567
312	2665 Manhattan Place	240.00	1.0567
313	2665 Manhattan Place	240.00	1.0567
314	2665 Manhattan Place	240.00	1.0567

Phase 3

<u>Unit No.</u>	<u>Street Address</u>	<u>Par Value</u>	<u>Common Element Interest</u>
101	2664 Manhattan Place	248.93	1.0960
102	2664 Manhattan Place	248.93	1.0960
103	2664 Manhattan Place	248.93	1.0960
104	2664 Manhattan Place	248.93	1.0960
105	2664 Manhattan Place	248.93	1.0960
106	2664 Manhattan Place	248.93	1.0960
301	2664 Manhattan Place	268.97	1.1843
302	2664 Manhattan Place	287.28	1.2648
303	2664 Manhattan Place	268.97	1.1843
304	2664 Manhattan Place	240.00	1.0567
305	2664 Manhattan Place	240.00	1.0567
306	2664 Manhattan Place	240.00	1.0567

Parking Unit Nos.

73-86, inclusive
 HC-1
 HC-2
 HC-3

NO COMMON ELEMENT INTEREST

Not for resale use

Phase 4

<u>Unit No.</u>	<u>Street Address</u>	<u>Par Value</u>	<u>Common Element Interest</u>
101	2651 Manhattan Place	248.93	1.0960
102	2651 Manhattan Place	248.93	1.0960
103	2651 Manhattan Place	248.93	1.0960
104	2651 Manhattan Place	248.93	1.0960
105	2651 Manhattan Place	248.93	1.0960
106	2651 Manhattan Place	248.93	1.0960
107	2651 Manhattan Place	456.66	2.0107
108	2651 Manhattan Place	248.93	1.0960
109	2651 Manhattan Place	248.93	1.0960
110	2651 Manhattan Place	248.93	1.0960
111	2651 Manhattan Place	248.93	1.0960
112	2651 Manhattan Place	248.93	1.0960
113	2651 Manhattan Place	248.93	1.0960
301	2651 Manhattan Place	268.97	1.1843
302	2651 Manhattan Place	240.00	1.0567
303	2651 Manhattan Place	240.00	1.0567
304	2651 Manhattan Place	426.78	1.8791
305	2651 Manhattan Place	287.29	1.2649
306	2651 Manhattan Place	240.00	1.0567
307	2651 Manhattan Place	240.00	1.0567
308	2651 Manhattan Place	240.00	1.0567
309	2651 Manhattan Place	240.00	1.0567
310	2651 Manhattan Place	240.00	1.0567
311	2651 Manhattan Place	240.00	1.0567
312	2651 Manhattan Place	240.00	1.0567
313	2651 Manhattan Place	240.00	1.0567

Parking Unit Nos.

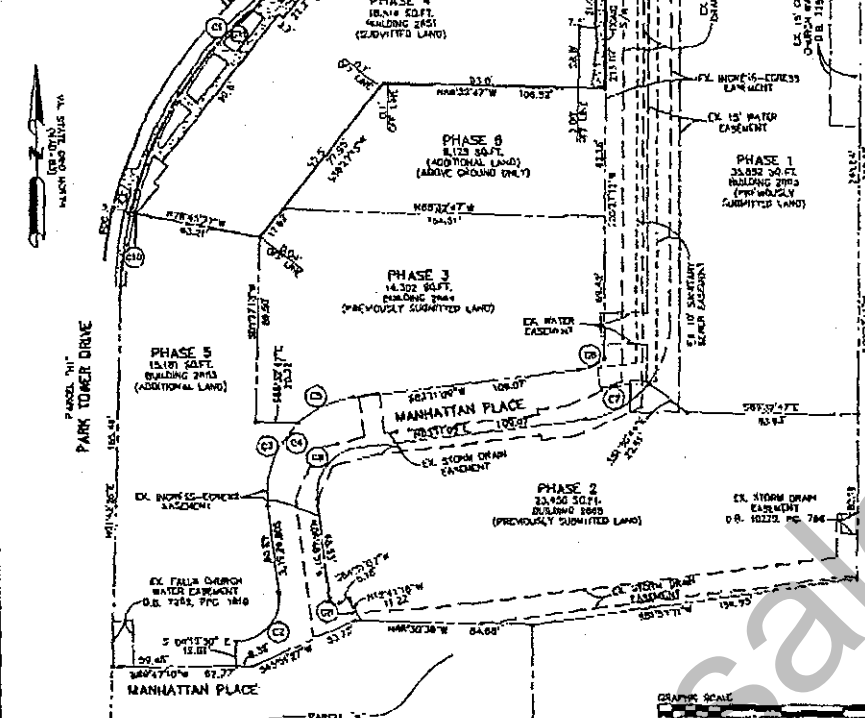
- 1-21, inclusive
- 40-49, inclusive
- 63-72, inclusive
- 87-99, inclusive

NO COMMON ELEMENT INTEREST

27

LEGEND

- ☉ LIGHT POLE
- ⊕ WATER VALVE
- ⊙ SANITARY SEWER MANHOLE
- ▭ CONCRETE SIDEWALK
- FOC FACE OF CURB



CURVE TABLE

CDNW	RDADIUS	ANGLE	ARC	TANGENT	CHORD	CHORD BEARING
C1	21.11	90.00	20.95	18.49	20.72	N89.04°W
C2	48.08	90.00	47.31	24.00	42.74	N89.04°W
C3	48.08	90.00	47.31	24.00	42.74	N89.04°W
C4	48.08	90.00	47.31	24.00	42.74	N89.04°W
C5	48.08	90.00	47.31	24.00	42.74	N89.04°W
C6	48.08	90.00	47.31	24.00	42.74	N89.04°W
C7	48.08	90.00	47.31	24.00	42.74	N89.04°W
C8	48.08	90.00	47.31	24.00	42.74	N89.04°W
C9	48.08	90.00	47.31	24.00	42.74	N89.04°W
C10	195.00	111.00	192.46	101.48	167.82	N111.11°W
C11	195.00	111.00	192.46	101.48	167.82	N111.11°W

- NOTES**
- EXISTING DIMENSIONS SHOWING ALL EXISTING EASEMENTS HEREON ARE RECORDED IN DEED BOOK 11987 AT PAGE 1887, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
 - THE PROPERTY SHOWN HEREON IS LOCATED WITHIN ZONE "A" AS SHOWN ON FLOOD (FLOOD RATE MAP INSURANCE) COMMUNITY PANEL NUMBER 519370 0078 D MAP REVISION MARCH 9, 1990.
 - THE PROPERTY SHOWN HEREON IS NOW IN THE NAME OF WESTBRIAR PLAZA, L.L.C. AND WAS ACQUIRED FROM JADE DUNN LIVING TRUST, L.L.C. BY DEED DATED OCTOBER 1, 2009 AND RECORDED IN DEED BOOK 13062 AT PAGE 1038 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
 - THE DIMENSION MEASUREMENTS ARE OF THE OTHER DESCRIBER.
 - UNITS 102 AND 202 LOCATED IN PHASE FOUR ARE NOT AFFORDABLE HOUSING (AHU) UNITS. THE LOCATIONS OF THESE TWO UNITS ARE AS SHOWN ON THE "UNITS" PLAN.

AREA TABULATION

PHASE	AREA (SQ. FT.)	ACRES
PHASE 1	35,972 SQ. FT.	0.82294 ACRES
PHASE 2	23,450 SQ. FT.	0.53834 ACRES
PHASE 3	14,302 SQ. FT.	0.32834 ACRES
PHASE 4	18,519 SQ. FT.	0.42480 ACRES
PHASE 5	15,181 SQ. FT.	0.34852 ACRES
TOTAL	117,424 SQ. FT.	2.68477 ACRES

SURVEYOR'S CERTIFICATE

I, RAY E. MOODY, A duly licensed land surveyor in the Commonwealth of Virginia, do hereby certify that this plan for the WESTBRIAR PLAZA CONDOMINIUM PARCEL "L" OF 2.68 ACRES IS TO BE INCORPORATED AS A PART OF THE CONDOMINIUM ACT AS APPLICABLE, AND THAT THE IMPROVEMENTS SHOWN HEREON FOR PHASE 4 ARE SUBSTANTIALLY COMPLETE.

GIVEN UNDER MY HAND THIS 27th DAY OF JANUARY, 2010.

Ray E. Moody
RAY E. MOODY SURV.

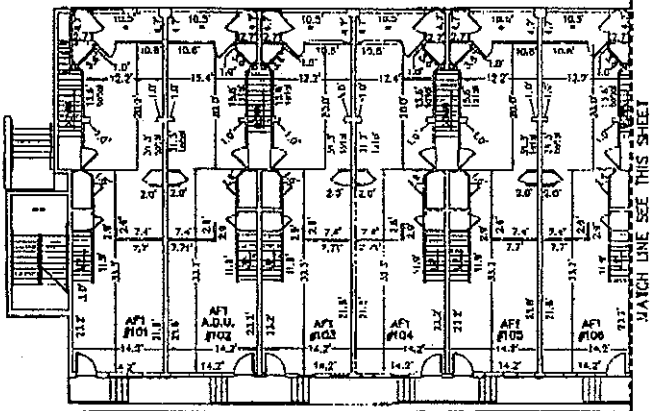
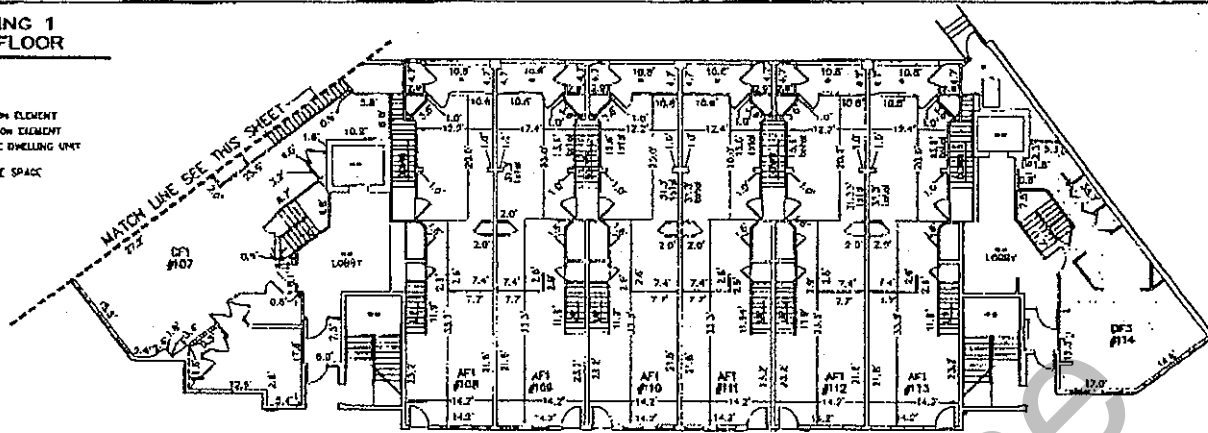


	Greenhorne & O'Mara, Inc. 3635 CONCORDE PARKWAY, SUITE 300 CHANTILLY, VIRGINIA 20151 (703)263-1220		EXHIBIT "D" CONDOMINIUM PLAN PHASE 4 SUBMITTED LOTS AND ADDITIONAL LAND WESTBRIAR PLAZA CONDOMINIUM PARCEL "L" METRO PLACE AT DUNN LORING FAIRFAX COUNTY, VIRGINIA	10/13/04 SHEET OF 102	SCALE 1"=20'
	NO. RESERVATION DATE BY	PLAN NUMBER SHEET OF TOTAL SHEETS		102 OF 102	SITE AND METRO PLACE PARCEL NO.

1/13/08 JADE METRO PLACE - WESTBRIAR, COM. PLATS, PHASE 4, MAP 123-001, 6-08

**BUILDING 1
FIRST FLOOR**

LEGEND
 = LIMITED COMMON ELEMENT
 = GENERAL COMMON ELEMENT
 A.D.U. = AFFORDABLE DWELLING UNIT
 □ CONVERTIBLE SPACE



NOTES
 1. EACH UNIT LOCATION IS DESIGNATED BY A NUMBER. THE UNIT IDENTIFYING NUMBER CONSISTS OF THE UNIT LOCATION NUMBER.
 2. THE DIMENSIONS SHOWN HEREON ARE MEASURED FRONT TO FRONT OR BACK TO BACK OF EACH UNIT.
 3. ALL DIMENSIONS SHOWN FOR THE HORIZONTAL ARCHITECTURAL LAYOUT ARE MEASURED IN DECIMALS OF A FOOT. ELEVATIONS ARE BASED ON U.S.G.S. DATUM AND ARE MEASURED IN DECIMALS OF A FOOT.

SURVEYOR'S CERTIFICATE
 I, JAMES G. MOODY, A FULLY LICENSED LAND SURVEYOR OF THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PLANS FOR WESTBRIAR PLAZA CONDOMINIUM (WITHIN NORMAL TOLERANCES) AND LABELED SHEET 1 THROUGH 6 OF EXHIBIT "E" TO THE APPLICATION TO RECORD COMPAT WITH RECORD 30-126000 OF THE VIRGINIA CONDOMINIUM ACT AS AMENDED, AND THAT THE IMPROVEMENTS SHOWN HEREON FOR PHASE 4 ARE SUBSTANTIALLY COMPLETE.

GIVEN UNDER MY HAND AND SEAL THIS 12th DAY OF OCTOBER, 2002.
 J. G. Moody
 LAND SURVEYOR



NO.	REVISION	DATE	BY

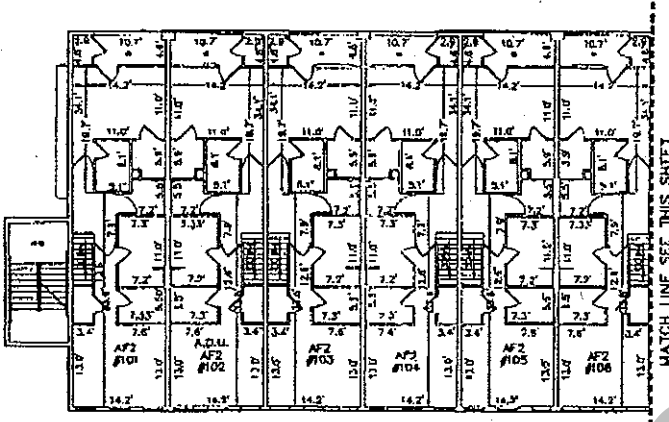
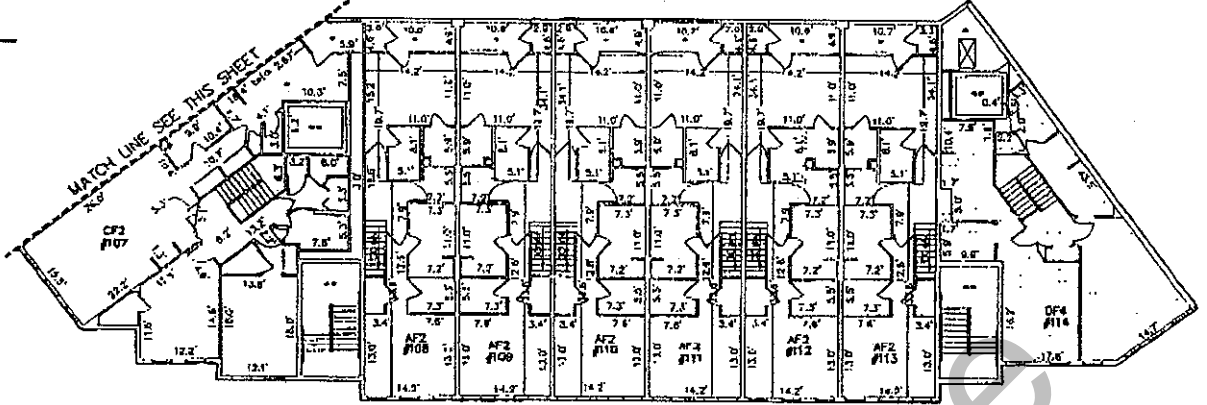
Greenhorne & O'Mara, Inc.
 3635 CONCORDE PARKWAY, SUITE 300
 CHANTILLY, VIRGINIA 20151
 (703)263-1220

ANNAPOLIS, MD • ATLANTA, GA • CHANTILLY, VA • FREDERICKSBURG, VA • GREENSBORO, NC
 HARRISBURG, PA • HAZLETON, PA • ROCKVILLE, MD • TAMPA, FL • WEST PALM BEACH, FL

EXHIBIT "E"
CONDOMINIUM PLAN - SUBMITTED LAND
PHASE 4
 PLAN SHOWING LOCATIONS AND DIMENSIONS
 OF UNITS AND COMMON ELEMENTS
WESTBRIAR PLAZA CONDOMINIUM
 PARCEL "L"
 METRO PLACE AT BLINN LORING
 PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA

10/12/02	SCALE	1"=10'
DATE		
DD		
MM		
YEAR		
1		6
OF		
3160 JADE METRO PLACE		
FILE NO.		PROJ. NO.

**BUILDING 1
SECOND FLOOR**



- LEGEND**
- LIMITED COMMON ELEMENT
 - GENERAL COMMON ELEMENT
 - A.D.U. - AFFORDABLE DWELLING UNIT
 - CONVERTIBLE SPACE



No.	REVISION	DATE	BY

Greenhorne & O'Mara, Inc.
 3635 CONCORDE PARKWAY, SUITE 300
 CHANTILLY, VIRGINIA 20151
 (703)263-1220

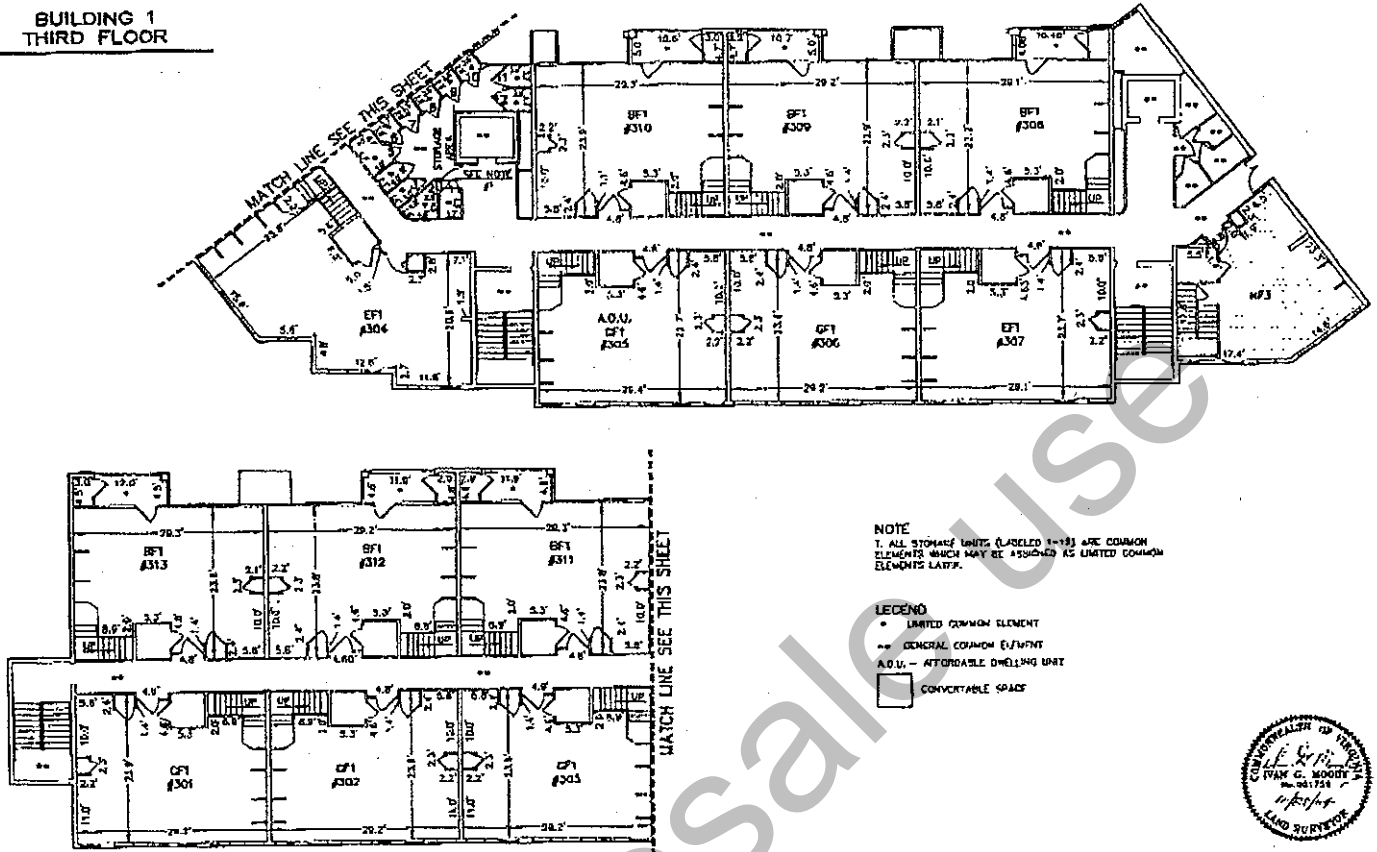
MEMPHIS, TN • ATLANTA, GA • CHANTILLY, VA • FREDERICKSBURG, VA • GREENSBORO, NC
 INDIANAPOLIS, IN • BALTIMORE, MD • ROCKVILLE, MD • TAMPA, FL • WEST PALM BEACH, FL

EXHIBIT "B"
 CONDOMINIUM PLAN - SUBMITTED LAND
PHASE 4
 PLAN SHOWING LOCATIONS AND DIMENSIONS
 OF UNITS AND COMMON ELEMENTS
WESTBRIAR PLAZA CONDOMINIUM
 PARCEL "L"
 METRO PLACE AT DUNN LORING
 PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA

10/12/04	SCALE 1"=10'
DATE	
DD	
DRAWN	2-6
BY	
ENGINEER	
10/12/04	3199 JADE METRO PLACE
FILE NO.	PROJ. NO.

N:\3199 JADE METRO PLACE - WESTBRIAR CONDO PLATS PHASE 4\WP-133-103.dwg

**BUILDING 1
THIRD FLOOR**



NOTE
1. ALL STORAGE UNITS (LABELED 1-18) ARE COMMON ELEMENTS WHICH MAY BE ASSIGNED AS LIMITED COMMON ELEMENTS LATER.

- LEGEND**
- LIMITED COMMON ELEMENT
 - GENERAL COMMON ELEMENT
 - A.O.U. - AFFORDABLE DWELLING UNIT
 - CONVERTABLE SPACE



No.	REVISION	DATE	BY

Greenhorne & O'Mara, Inc.
 1635 CONCORDE PARKWAY, SUITE 300
 CHANTILLY, VIRGINIA 20151
 (703)863-1220

PLANNING • SITE ENGINEERING • TRANSPORTATION • CIVIL/MECHANICAL/ELECTRICAL • CONSTRUCTION • LANDSCAPING

ARCHITECTURE, ME • PLANNING, ME • INTERIORS, ME • PHOTOGRAPHY, ME • ENGINEERING, ME
 ARCHITECTURE, ME • LANDSCAPE ARCHITECTURE, ME • MECHANICAL, ME • ELECTRICAL, ME • STRUCTURAL, ME • CIVIL, ME • ENVIRONMENTAL, ME

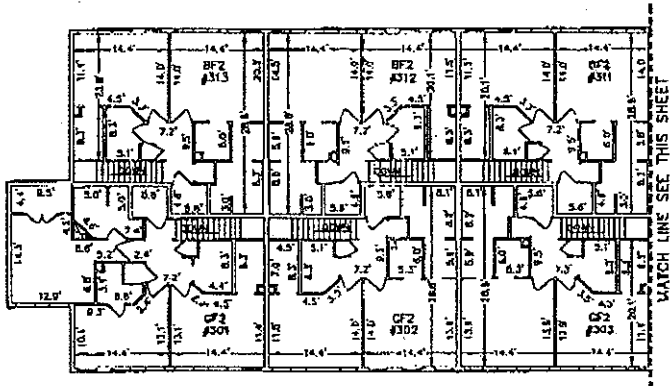
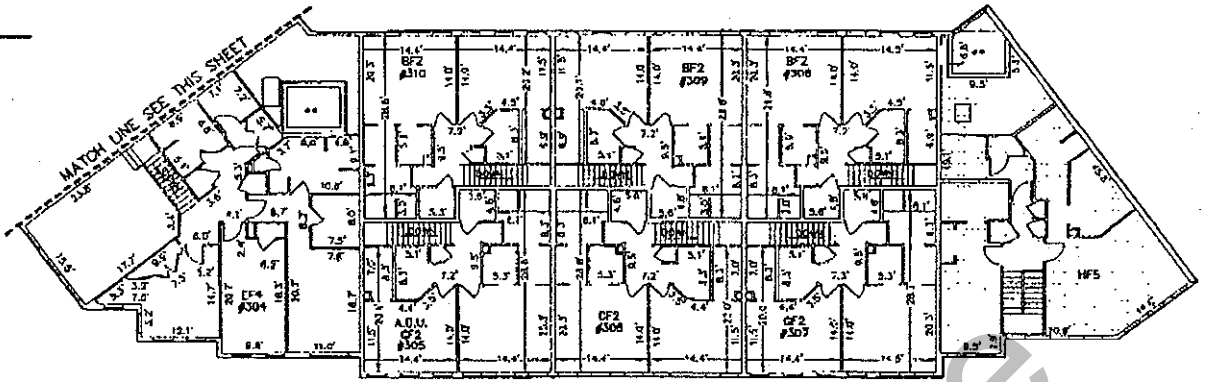
EXHIBIT "B"
 CONDOMINIUM PLAN - SUBMITTED LAND
PHASE 4
 PLAN SHOWING LOCATIONS AND DIMENSIONS
 OF UNITS AND COMMON ELEMENTS
WESTBRIAR PLAZA CONDOMINIUM
 PARCEL "1"
 METRO PLACE AT DUNN LORING
 PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA

10/12/04	SCALE	1"=10'
DATE		
DRAWN		
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CHECKED		
BY		
WF-132		
FILE No.		

3 of 6

E:\6148 JADE METRO PLACE - WESTBRIAR.COM\PLATS\PHASE 4\WP-132\03.dwg

**BUILDING 1
FOURTH FLOOR**



- LEGEND**
- LIMITED COMMON ELEMENT
 - GENERAL COMMON ELEMENT
 - A.O.U. - AFFORDABLE HOUSING UNIT
 - CONVERTIBLE SPACE



NO.	REVISION	DATE	BY



Greenhorne & O'Mara, Inc.
 3635 CONCORDE PARKWAY, SUITE 300
 CHANTILLY, VIRGINIA 20151
 (703)283-1220

MEMPHIS, TN • ATLANTA, GA • CHANTILLY, VA • FREDERICKSBURG, VA • GREENSBORO, NC
 HUNTSVILLE, TN • BALTIMORE, MD • ROCKVILLE, MD • TAMPA, FL • WEST PALM BEACH, FL

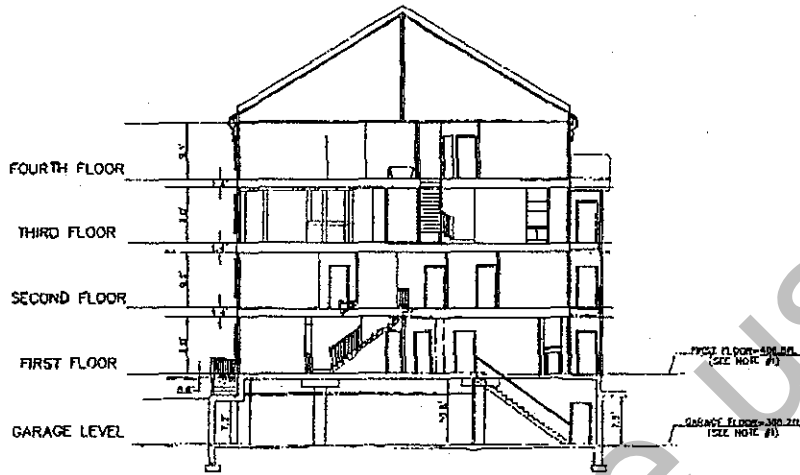
EXHIBIT "E"
 CONDOMINIUM PLAN - SUBMITTED LAND
PHASE 4
 PLAN SHOWING LOCATIONS AND DIMENSIONS
 OF UNITS AND COMMON ELEMENTS
WESTBRIAR PLAZA CONDOMINIUM
FARCEL "L"
 METRO PLACE AT DUNN LORING
 SPORTSMEN'S DISTRICT
 FAIRFAX COUNTY, VIRGINIA

10/2/04	SCALE	1"=10'
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CHECKED		
NO-432	3168 JADE METRO PLACE	
FILE NO.	PROJ. NO.	

4 of 6

\\s148 JADE METRO PLACE - WESTBRIAR CONDO PLAYS PHASE 4.NP-1324ND4.dwg

NOTES
 1. THE GARAGE FLOOR AND FIRST FLOOR ELEVATIONS ARE BASED ON PLANS BY GREENHORNE & O'MARA, INC., DATED MAY 31, 2000. THE FAIRFAX COUNTY PLAN CONTROL NUMBER IS: 7402-27-10-1.



CROSS SECTION



NO.	REVISION	DATE	BY



Greenhorne & O'Mara, Inc.
 3635 CONCORDE PARKWAY, SUITE 300
 CHANTILLY, VIRGINIA 20151
 (703)263-1220

ANNAPOLIS, MD • ATLANTA, GA • CHARLOTTE, NC • FREDERICKSBURG, VA • HENRIEVILLE, NY
 HICKORY, NC • KILBUCK, ME • ROCKVILLE, MD • TOWSON, MD • WEST PALM BEACH, FL

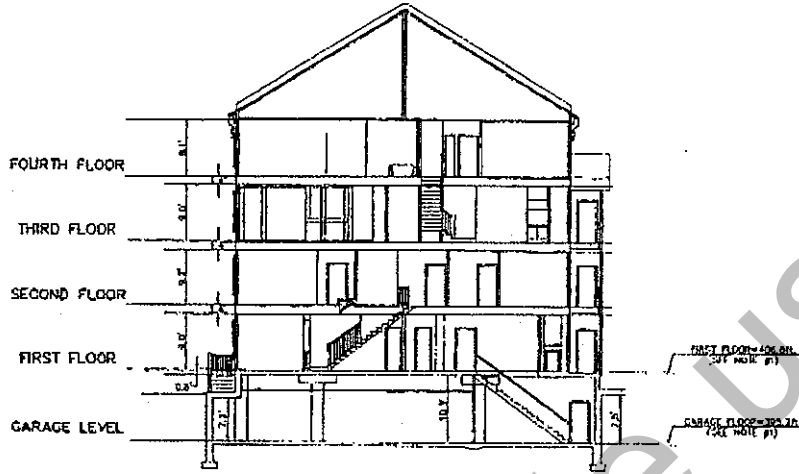
EXHIBIT "E"
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 PHASE 4
 PLAN SHOWING LOCATIONS AND DIMENSIONS
 OF UNITS AND COMMON ELEMENTS
WESTBRIAR PLAZA CONDOMINIUM
 PARCEL "L"
 METRO PLACE AT DUNN LORING
 PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA

10/12/04	SCALE	1"=10'
DATE		
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MEANS		
RLS		
CHENGKO		
NO-132	3189 JADE METRO PLACE	
PLN NO.	PHASE 4	

C:\3189 JADE METRO PLACE - WESTBRIAR\CONDOMINIUM\PLANS\PHASE 4\MP-132RND5.dwg


NOTES

1. THE GARAGE FLOOR AND FIRST FLOOR ELEVATIONS ARE BASED ON PLANS BY GREENHORNE & O'MARA, INC., DATED MAY 02, 2002. THE FAIRFAX COUNTY PLAN CONTROL NUMBER IS: 7442-99-10-2.



CROSS SECTION

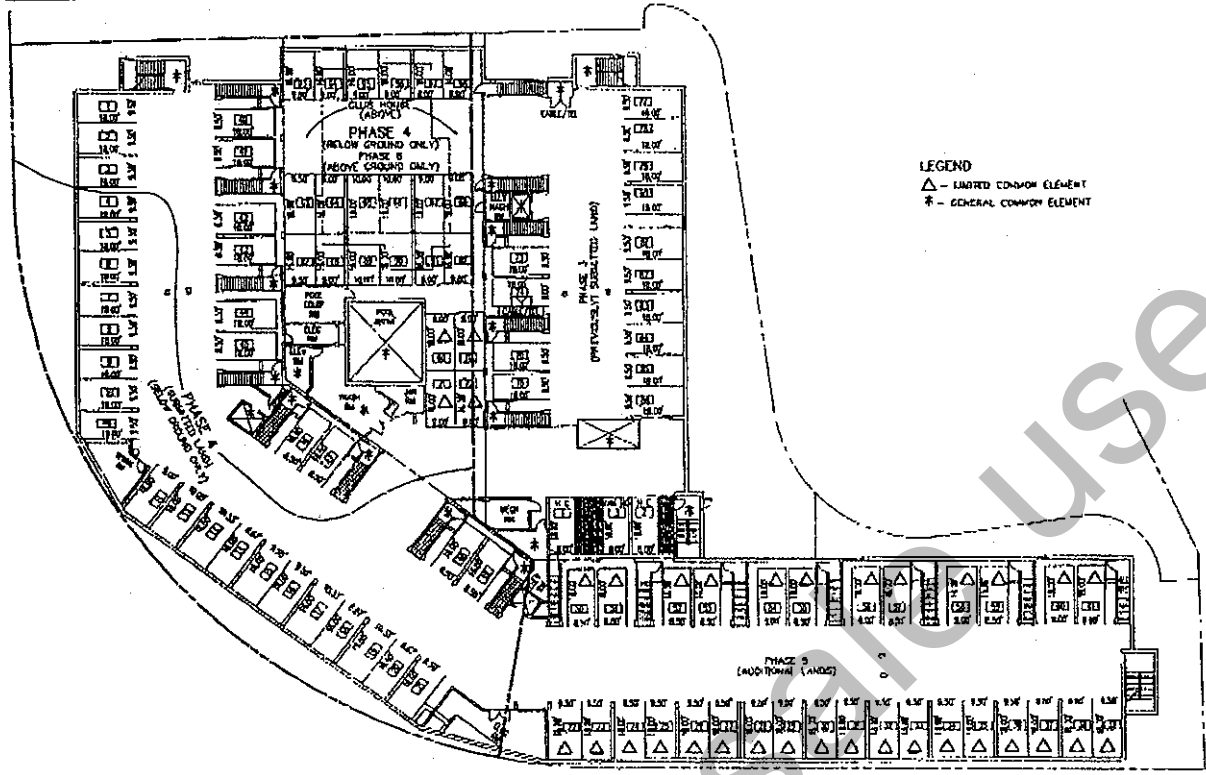


No.	REVISION	DATE	BY	 Greenhorne & O'Mara, Inc. 3635 CONCORDE PARKWAY, SUITE 300 CHANTILLY, VIRGINIA 20151 (703)263-1220 <small>BRANDTOWN, VA • ATLANTA, GA • CHARLOTTE, NC • FREDERICKSBURG, VA • HUNTSVILLE, VA • NORTHERN VIRGINIA WASHINGTON, DC • WASHINGTON, DC • ROCKVILLE, MD • TAMPA, FL • WEST PALM BEACH, FL</small>	EXHIBIT "C" CONDOMINIUM PLAN - SUBMITTED LAND PHASE 2 PLAN SHOWING LOCATIONS AND DIMENSIONS OF UNITS AND COMMON ELEMENTS WESTBRIAR PLAZA CONDOMINIUM PARCEL "1" METRO PLACE AT DUNN LORING PRESERVENCE DISTRICT FAIRFAX COUNTY, VIRGINIA	10/22/04	SCALE 1"=10'
						DATE	SCALE
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						REVISION	
						BY	
						CHKD	
						DATE	
						FILE NO.	

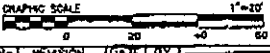
I:\0199-JACO METRO PLACE - WESTBRIAR_COMP\PLATS\PHASE 2\MP-102a03.dwg

Not for sale

BUILDINGS 1&2
PARKING



LEGEND
 △ - LIMITED COMMON ELEMENT
 * - GENERAL COMMON ELEMENT



No.	REVISION	DATE	BY



Greenhorne & O'Mara, Inc.
 3635 CONCORDE PARKWAY, SUITE 300
 CHANTILLY, VIRGINIA 20151
 (703)263-1220

ARLINGTON, VA • ATLANTA, GA • CHANTILLY, VA • FREDERICKSBURG, VA • GREENWICH, VA
 HUNTSVILLE, VA • RICHMOND, VA • ROANOKE, VA • TAMPA, FL • WEST PALM BEACH, FL

EXHIBIT "E"
CONDOMINIUM PLAN - SUBMITTED LAND
PHASE 4
 PLAN SHOWING LOCATIONS AND DIMENSIONS
 OF UNITS AND COMMON ELEMENTS
WESTBRIAR PLAZA CONDOMINIUM
 PARCEL "L"
 METRO PLACE AT LORING LORING
 PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA

10/12/04 DATE	SCALE 1"=20'
DCS checked	6 of 6
FLR	
CHECKED	
MP-122	1188 JADE METRO PLACE
FILE NO.	PROJ. NO.

E:\1188 JADE METRO PLACE - WESTBRIAR\COMP\PLATS\PHASE 4\MP-122-06.dwg

Not for use

FOURTH AMENDMENT TO DECLARATION
WESTBRIAR PLAZA CONDOMINIUM

THIS AMENDMENT to Condominium Instruments is made this 9th day of February, 2005, by WESTBRIAR PLAZA LLC, a Virginia limited liability company (the "Declarant"), with the consent of Harbourton Financial Corporation, who joins in the submission of the Submitted Land to this Declaration.

WITNESSETH:

WHEREAS, by Condominium Instruments dated the 4th day of December, 2002 and recorded in Deed Book 13834 at Page 1080 among the land records of Fairfax County, Virginia, (the "Condominium Instruments"), there was established and created an expandable Condominium known as WESTBRIAR PLAZA CONDOMINIUM (the "Condominium"); and

WHEREAS, the Condominium Instruments have been amended by the First Amendment to Declaration, Westbriar Plaza Condominium, recorded in Deed Book 15083 at Page 1085, by the Second Amendment to Declaration, Westbriar Plaza Condominium, recorded in Deed Book 15140 at Page 1219, and by the Third Amendment to Declaration, Westbriar Plaza Condominium, recorded in Deed Book 16652 at Page 1435 (the "Third Amendment") among the aforesaid land records; and

WHEREAS, by Section B of the Public Offering Statement and Article XI of the Declaration of Condominium, Declarant reserved unto itself the right and power to submit Additional Lands to the provisions of the Condominium Instruments; and

WHEREAS, the Declarant is the sole owner and proprietor of the 15,181 square foot tract ("Phase 5"), as shown on the plat entitled "Condominium Plat, Phase 5,

Prepared by/return to: Haight, Tramoto, Siciliano, Yeonas & Roberts, P.C.
8221 Old Courthouse Rd., Suite 300
Vienna, VA 22182

Submitted Land and Additional Land, Westbriar Plaza Condominium" prepared by Greenhome & O'Mara, Inc., which plat is attached hereto as Exhibit "D", and wishes to submit Phase 5 to the Condominium Instruments;

WHEREAS, Declarant reserved the option and right to convert the areas designated as Convertible Space (as defined in the Section 55-79.41 of The Virginia Condominium Act) on Exhibit "E" to the Third Amendment into Living Units and/or Common Elements in accordance with the provisions of Section 55-79.62 of The Condominium Act and the provisions of Article IV of the Third Amendment and now wishes to convert the Convertible Space;

NOW, THEREFORE, the Declarant hereby publishes and declares that it hereby submits to the provisions of the Condominium Instruments of WESTBRIAR PLAZA CONDOMINIUM, as established by Chapter 4.2, Title 55, Code of Virginia (1950), all of that certain tract or parcel of land located, lying and being in the County of Fairfax, Virginia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

The land described on Exhibit "A" shall henceforth be known as "WESTBRIAR PLAZA CONDOMINIUM, Phase 5", and is hereby merged with the Condominium created by the Condominium Instruments, to the end that the land and improvements thereon are held and shall be held, conveyed and improved subject to the covenants, conditions, restrictions, uses, limitations and obligations contained in the Condominium Instruments, subject, however, to the modifications hereinafter set forth, all of which are declared to be in furtherance of a plan for the improvement of the property and the division thereof into Units, as defined in the Condominium Instruments. The Condominium Instruments shall

be a burden and benefit to the Declarant, its successors and assigns, and any person acquiring an interest in any Unit, the property and the improvements, and to their grantees, successors, heirs, executors, administrators, devisees and assigns.

DECLARANT FURTHER publishes and declares that the Convertible Space is hereby converted into Living Unit Numbers 101A and 301A, Phase 4, Westbriar Plaza Condominium.

The Condominium Instruments and any amendments thereto are to be read together and in all respects not herein specifically modified or changed or given limited application, the provisions of the Condominium Instruments shall apply equally to the property therein described and the property described herein. Those limitations, modifications and changes are as follows:

I. DESCRIPTION OF UNITS, WESTBRIAR PLAZA CONDOMINIUM, Phase 5, consisting of 15,181 square feet, more or less, is improved by twenty-six (26) Living Units and thirty (30) Parking Units, as such terms are described in the Declaration of Westbriar Plaza Condominium, recorded in Deed Book 13834 at page 1080 among the aforesaid Land Records, with addresses as shown in the attached Exhibit "C". Each of these Living Units and Parking Units is depicted on the plan entitled "Condominium Plan, Submitted Land, Phase 5, Plan Showing Locations and Dimensions of Units and Common Elements, Westbriar Plaza Condominium" prepared by Greenhome & O'Mara, Inc., which is attached hereto and incorporated herein by reference as Exhibit "E".

Each Living Unit shall have as an appurtenance thereto a proportionate undivided interest in the Common Elements, as defined in the Condominium Act, which appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with

the conveyance or other instrument describing the Living Unit.

The boundaries of each Living Unit and Parking Unit are defined in the Declaration previously recorded.

II. INTEREST IN LIMITED AND GENERAL COMMON ELEMENTS.

A. Limited Common Elements: Ownership of a Living Unit shall entitle the Owner thereof to the exclusive use and enjoyment of any Limited Common Element or Limited Common Elements attached or otherwise appurtenant thereto, as identified on Exhibit "C" and/or shown on Exhibit "E" and identified as "Limited Common Element".

B. In accordance with Article V of the Declaration of WESTBRIAR PLAZA CONDOMINIUM, the undivided interest in the Common Elements for the entire Condominium, as expanded, which are appurtenant to ownership of each Living Unit of the Condominium is hereby altered to provide the percentage interest shown in the attached Exhibit "C".

III. CONVERSION OF CONVERTIBLE SPACE.

A. The locations and dimensions of Living Unit 101A, Phase 4 and Living Unit 301A, Phase 4 are depicted on Exhibit "E".

B. The boundaries of Living Unit 101A, Phase 4 and Living Unit 301A, Phase 4 are defined in the Declaration previously recorded.

C. The identifying numbers of the Living Units created within the Convertible Space are depicted on Exhibit E and Exhibit "C-1", which is attached hereto and incorporated herein by reference.

D. Any portion of the Convertible Space not identified as a Living Unit shall be part of the Common Elements of the Condominium.

IV. UNIT OWNERS ASSOCIATION OF WESTBRIAR PLAZA CONDOMINIUM. The submission of WESTBRIAR PLAZA CONDOMINIUM, Phase 5, is subject to the provisions of the Condominium Instruments and shall have no effect on the presently-existing Unit Owners Association of WESTBRIAR PLAZA CONDOMINIUM or the Board of Directors thereof, except that the Unit Owners of the Living Units contained herein shall immediately become and be members of the Unit Owners Association, entitled to attend and vote at any meeting thereof hereafter held.


V. AMENDMENTS AND OPTIONS TO SUBMIT ADDITIONAL LAND. Nothing contained herein shall be deemed to exhaust the right reserved by Declarant in Article XI of the Declaration of WESTBRIAR PLAZA CONDOMINIUM, to submit and include as part of the Condominium any or all portion(s) of the Additional Lands as shown on Exhibit "D" attached hereto and as described by metes and bounds on Exhibit "B" attached hereto and incorporated herein by reference.

VI. This Amendment shall take effect upon recordation.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Westbriar Plaza, LLC, a Virginia limited liability company, has caused this Fourth Amendment to Declaration to be executed in Vienna, Fairfax County, Virginia, on February 9, 2005.


WESTBRIAR PLAZA, LLC
a Virginia limited liability company

By: 
Name: Jon Luria
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 Jon Luria, who is personally well known to me to be the person named as Manager of Westbriar Plaza, LLC personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Westbriar Plaza, LLC, a Virginia limited liability company, and that he delivered the same on behalf of such limited liability company.

GIVEN under my hand and seal this 9th day of February, 2005.


NOTARY PUBLIC

My Commission expires: 5-31-07

Harbourton Financial Corporation
a Delaware corporation

By: 
Name: JAMES M. CLUETT
Title: Senior Vice President

STATE OF Virginia
CITY/COUNTY OF Fairfax, to-wit:

I, the undersigned Notary Public do hereby certify that James M. Cluett, who is personally well known to me to be the person named as Senior Vice President of Harbourton Financial Corporation personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Harbourton Financial Corporation, a Delaware corporation, and that he delivered the same on behalf of such corporation.

GIVEN under my hand and seal this 17 day of February, 2005.


NOTARY PUBLIC

My Commission expires:
My Comm. Exps. 4/30, 2008

EXHIBIT A

SUBMITTED LAND

**PHASE 5
PARCEL "L"
THE WESTBRIAR CONDOMINIUM**

BEGINNING AT A POINT ON THE EASTERLY LINE OF PARCEL "H1", METRO PLACE AT DUNN LORING AND BEING THE NORTHWESTERLY CORNER OF PARCEL "K", METRO PLACE AT DUNN LORING;

THENCE DEPARTING SAID PARCEL "K" AND WITH THE EASTERLY LINE OF SAID PARCEL "H1" N01°42'26"E 185.46 FEET TO A POINT;

THENCE RIGHT ALONG THE ARC OF A CURVE HAVING A LENGTH OF 36.26 FEET, A RADIUS OF 185.00 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF S07°19'23"W 36.20 FEET TO A POINT AND BEING THE SOUTHWESTERLY CORNER OF PHASE 4, THE WESTBRIAR CONDOMINIUM;

THENCE DEPARTING SAID PARCEL "H1" AND WITH THE SOUTHERLY LINE OF SAID PHASE 4 S78°45'27"E 63.21 FEET TO A POINT ON THE WESTERLY LINE OF PHASE 3, THE WESTBRIAR CONDOMINIUM;

THENCE DEPARTING SAID PHASE 4 AND WITH PHASE 3 S01°27'13"W 89.50 FEET TO A POINT;

THENCE S88°32'47"E 20.32 FEET TO A POINT ON A WESTERLY LINE OF PHASE 1, THE WESTBRIAR CONDOMINIUM;

THENCE DEPARTING SAID PHASE 3 AND WITH SAID PHASE 1 THE FOLLOWING FOUR COURSES:

LEFT ALONG THE ARC OF A CURVE HAVING A LENGTH OF 44.37 FEET, A RADIUS OF 46.98 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF S20°14'30"W 42.74 FEET TO A POINT;

S06°48'51"E 43.09 FEET TO A POINT;

RIGHT ALONG THE ARC OF A CURVE HAVING A LENGTH OF 35.95 FEET, A RADIUS OF 21.33 FEET AND HAVING A CHORD BEARING AND DISTANCE OF S41°29'10"W 31.84 FEET TO A POINT;

S00°12'50"E 12.01 FEET TO A POINT ON THE NORTHERLY LINE OF AFOREMENTIONED PARCEL "K";

THENCE WITH THE NORTHERLY LINE OF PARCEL "K" S89°47'10"W 59.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 15,181 SQUARE FEET OR 0.34851 ACRES OF LAND MORE OR LESS.

EXHIBIT B

ADDITIONAL LAND

May 23, 2002

DESCRIPTION OF
WESTBRIAR PLAZA CONDOMINIUM
PARCEL "L"
METRO PLACE AT DUNN LORING
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA

Parcel "L"

Beginning at a point in the westerly line of N/F Fairfax Merrifield Associates, said point also being a southeasterly corner of Parcel "H1", the terminus of Park Tower Drive (private street), Metro Place At Dunn Loring; thence departing Parcel "H1" and running along and with the westerly line of said Fairfax Merrifield Associates the following two (2) courses:

South $00^{\circ}27'13''$ West, a distance of 320.82 feet to a point; thence,

South $81^{\circ}51'11''$ West, a distance of 159.95 feet to a point in the northeasterly corner of Parcel "K", Metro Place At Dunn Loring; thence departing Fairfax Merrifield Associates and running along and with the northerly line of said Parcel "K" the following three (3) courses:

North $88^{\circ}30'38''$ West, a distance of 84.68 feet to a point; thence,

South $65^{\circ}51'27''$ West, a distance of 53.73 feet to a point; thence,

South $89^{\circ}47'10''$ West, a distance of 67.77 feet to a point in the easterly line of the aforesaid Parcel "H1"; thence departing Parcel "K" and running along and with the line of said Parcel "H1" the following three (3) courses:

North $01^{\circ}42'26''$ East, a distance of 185.46 feet to a point; thence,

286.55 feet along the arc of a curve deflecting to the right, having a radius of 185.00 feet, a delta of $88^{\circ}44'43''$, a tangent of 180.99 feet, and a chord bearing and distance of North $46^{\circ}04'50''$ East, 285.75 feet to a point; thence,

South $89^{\circ}32'50''$ East, a distance of 170.44 feet to the point of beginning.

Containing 2.6498 ACRES of land, more or less.

Less and except:

Phases 1, 2, 3, 4 and 5, inclusive, WESTBRIAR PLAZA CONDOMINIUM, as previously submitted and as hereby submitted to the provisions of the Declaration of Condominium, originally recorded in Deed Book 15083 Page 1085 and as subsequently amended.

EXHIBIT CPhase 1

<u>Unit No.</u>	<u>Street Address</u>	<u>Par Value</u>	<u>Common Element Interest</u>
101	2663 Manhattan Place	248.93	.8541
102	2663 Manhattan Place	248.93	.8541
103	2663 Manhattan Place	248.93	.8541
104	2663 Manhattan Place	248.93	.8541
105	2663 Manhattan Place	248.93	.8541
106	2663 Manhattan Place	248.93	.8541
107	2663 Manhattan Place	248.93	.8541
108	2663 Manhattan Place	248.93	.8541
109	2663 Manhattan Place	248.93	.8541
110	2663 Manhattan Place	248.93	.8541
111	2663 Manhattan Place	248.93	.8541
112	2663 Manhattan Place	248.93	.8541
301	2663 Manhattan Place	268.97	.9228
302	2663 Manhattan Place	240.00	.8234
303	2663 Manhattan Place	240.00	.8234
304	2663 Manhattan Place	240.00	.8234
305	2663 Manhattan Place	287.29	.9857
308	2663 Manhattan Place	268.97	.9228
307	2663 Manhattan Place	240.00	.8234
308	2663 Manhattan Place	240.00	.8234
309	2663 Manhattan Place	240.00	.8234
310	2663 Manhattan Place	240.00	.8234
311	2663 Manhattan Place	240.00	.8234
312	2663 Manhattan Place	240.00	.8234

Parking Unit Nos.

1-63, inclusive
 HC-1
 HC-2
 C-1

NO COMMON ELEMENT INTEREST

Phase 2

<u>Unit No.</u>	<u>Street Address</u>	<u>Par Value</u>	<u>Common Element Interest</u>
101	2665 Manhattan Place	248.93	.8541
102	2665 Manhattan Place	248.93	.8541
103	2665 Manhattan Place	248.93	.8541
104	2665 Manhattan Place	248.93	.8541
105	2665 Manhattan Place	248.93	.8541
106	2665 Manhattan Place	248.93	.8541
107	2665 Manhattan Place	248.93	.8541
108	2665 Manhattan Place	248.93	.8541
109	2665 Manhattan Place	248.93	.8541
110	2665 Manhattan Place	248.93	.8541
111	2665 Manhattan Place	248.93	.8541
112	2665 Manhattan Place	248.93	.8541
113	2665 Manhattan Place	248.93	.8541
114	2665 Manhattan Place	248.93	.8541
301	2665 Manhattan Place	268.97	.9228
302	2665 Manhattan Place	240.00	.8234
303	2665 Manhattan Place	240.00	.8234
304	2665 Manhattan Place	240.00	.8234
305	2665 Manhattan Place	287.29	.9857
306	2665 Manhattan Place	240.00	.8234
307	2665 Manhattan Place	240.00	.8234
308	2665 Manhattan Place	240.00	.8234
309	2665 Manhattan Place	240.00	.8234
310	2665 Manhattan Place	240.00	.8234
311	2665 Manhattan Place	240.00	.8234
312	2665 Manhattan Place	240.00	.8234
313	2665 Manhattan Place	240.00	.8234
314	2665 Manhattan Place	240.00	.8234

Phase 3

<u>Unit No.</u>	<u>Street Address</u>	<u>Par Value</u>	<u>Common Element Interest</u>
101	2664 Manhattan Place	248.93	.8541
102	2664 Manhattan Place	248.93	.8541
103	2664 Manhattan Place	248.93	.8541
104	2664 Manhattan Place	248.93	.8541
105	2664 Manhattan Place	248.93	.8541
106	2664 Manhattan Place	248.93	.8541
301	2664 Manhattan Place	268.97	.9228
302	2664 Manhattan Place	287.29	.9857
303	2664 Manhattan Place	268.97	.9228
304	2664 Manhattan Place	240.00	.8234
305	2664 Manhattan Place	240.00	.8234
308	2664 Manhattan Place	240.00	.8234

Parking Unit Nos.

73-86, inclusive
 HC-1
 HC-2
 HC-3

NO COMMON ELEMENT INTEREST

Not for resale use

Phase 4

<u>Unit No.</u>	<u>Street Address</u>	<u>Par Value</u>	<u>Common Element Interest</u>
101	2651 Park Tower Drive	248.93	.8541
101A	2653 Park Tower Drive	268.97	.9228
102	2651 Park Tower Drive	248.93	.8541
103	2651 Park Tower Drive	248.93	.8541
104	2651 Park Tower Drive	248.93	.8541
105	2651 Park Tower Drive	248.93	.8541
106	2651 Park Tower Drive	248.93	.8541
107	2651 Park Tower Drive	456.66	1.5668
108	2651 Park Tower Drive	248.93	.8541
109	2651 Park Tower Drive	248.93	.8541
110	2651 Park Tower Drive	248.93	.8541
111	2651 Park Tower Drive	248.93	.8541
112	2651 Park Tower Drive	248.93	.8541
113	2651 Park Tower Drive	248.93	.8541
301	2651 Park Tower Drive	268.97	.9228
301A	2653 Park Tower Drive	268.97	.9228
302	2651 Park Tower Drive	240.00	.8234
303	2651 Park Tower Drive	240.00	.8234
304	2651 Park Tower Drive	426.78	1.4643
305	2651 Park Tower Drive	287.29	.9857
306	2651 Park Tower Drive	240.00	.8234
307	2651 Park Tower Drive	240.00	.8234
308	2651 Park Tower Drive	240.00	.8234
309	2651 Park Tower Drive	240.00	.8234
310	2651 Park Tower Drive	240.00	.8234
311	2651 Park Tower Drive	240.00	.8234
312	2651 Park Tower Drive	240.00	.8234
313	2651 Park Tower Drive	240.00	.8234

Parking Unit Nos.

- 1-21, inclusive
- 40-49, inclusive
- 63-72, inclusive
- 87-99, inclusive

NO COMMON ELEMENT INTEREST

Phase 5

<u>Unit No.</u>	<u>Street Address</u>	<u>Par Value</u>	<u>Common Element Interest</u>
102	2653 Park Tower Drive	248.93	.8541
103	2653 Park Tower Drive	248.93	.8541
104	2653 Park Tower Drive	248.93	.8541
105	2653 Park Tower Drive	248.93	.8541
106	2653 Park Tower Drive	248.93	.8541
107	2653 Park Tower Drive	248.93	.8541
108	2653 Park Tower Drive	248.93	.8541
109	2653 Park Tower Drive	248.93	.8541
110	2653 Park Tower Drive	248.93	.8541
111	2653 Park Tower Drive	248.93	.8541
112	2653 Park Tower Drive	248.93	.8541
113	2653 Park Tower Drive	248.93	.8541
302	2653 Park Tower Drive	240.00	.8234
303	2653 Park Tower Drive	240.00	.8234
304	2653 Park Tower Drive	240.00	.8234
305	2853 Park Tower Drive	240.00	.8234
306	2653 Park Tower Drive	240.00	.8234
307	2653 Park Tower Drive	268.97	.9228
308	2653 Park Tower Drive	240.00	.8234
309	2653 Park Tower Drive	240.00	.8234
310	2653 Park Tower Drive	240.00	.8234
311	2653 Park Tower Drive	240.00	.8234
312	2653 Park Tower Drive	240.00	.8234
313	2653 Park Tower Drive	240.00	.8234

Parking Unit Nos.

22-39, inclusive
50-61, inclusive

NO COMMON ELEMENT INTEREST

EXHIBIT C-1

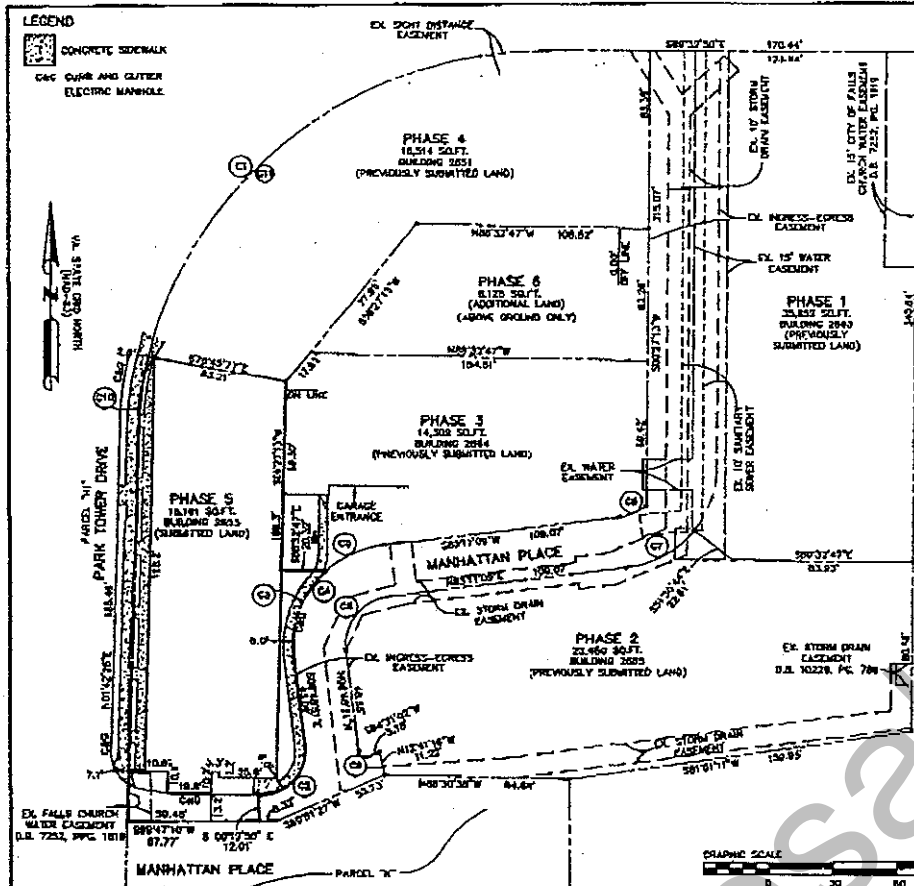
Living Unit No.

Common Element Interest

101A, Phase 4
301A, Phase 4

.9228
.9228

Not for resale use



CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING	
C1	185.00'	92°42'51"	286.25'	180.00'	236.75'	N47°04'00"W
C2	23.00'	84°26'01"	35.95'	23.00'	20.34'	N41°26'10"E
C3	48.32'	54°28'44"	68.33'	23.00'	23.34'	N27°14'30"E
C4	48.32'	80°02'02"	73.80'	48.32'	68.44'	N30°11'09"E
C5	48.32'	38°11'30"	39.47'	15.21'	28.90'	S00°11'30"W
C6	23.00'	33°50'07"	13.26'	8.09'	13.37'	N68°10'00"E
C7	48.32'	84°11'31"	38.86'	14.01'	35.72'	S20°30'15"W
C8	23.00'	88°22'38"	30.07'	22.84'	32.45'	S25°11'21"E
C9	3.23'	108°32'08"	6.27'	4.57'	5.33'	S11°11'31"E
C10	185.00'	117°12'00"	30.20'	15.11'	38.28'	S07°18'22"W
C11	185.00'	77°30'51"	280.20'	144.57'	231.67'	S01°11'45"W

- NOTES**
- UNLESS OTHERWISE SHOWN, ALL EXISTING EASEMENTS HEREON ARE RECORDED IN DEED BOOK 13062 AT PAGE 1824, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
 - THE PROPERTY SHOWN HEREON IS LOCATED WITHIN ZONE "C" AS SHOWN ON PLANNING BOARD MAP (RESUBMITTANCE) COMMUNITY PLAN NUMBER 21523 0079 D. DATED MARCH 9, 1988.
 - THE PROPERTY SHOWN HEREON IS NOW IN THE NAME OF WESTRIAR PLAZA, L.L.C. AND WAS ACQUIRED FROM JADE CORP LEVING METRO, L.L.C. BY DEED DATED OCTOBER 1, 2002 AND RECORDED IN DEED BOOK 13803 AT PAGE 1934 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
 - THE BUILDING MEASUREMENTS ARE OF THE OUTER PERIMETER.

AREA TABULATION

PHASE	AREA
PHASE 1	33,858 SQ.FT. 0.772309 ACRES
PHASE 2	23,490 SQ.FT. 0.538344 ACRES
PHASE 3	14,302 SQ.FT. 0.32834 ACRES
PHASE 4	18,514 SQ.FT. 0.425009 ACRES
PHASE 5	47,187 SQ.FT. 1.084885 ACRES
PHASE 6	4,125 SQ.FT. 0.094682 ACRES
TOTAL	137,476 SQ.FT. 3.14977 ACRES

SURVEYOR'S CERTIFICATE

I, IAN G. MOODY, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN FOR THE WESTRIAR PLAZA CONDOMINIUM LABELED SHEET 1 OF 2 OF COMMUNITY PLAN NUMBER 21523 0079 D. IS ACCURATE (WITHIN NORMAL TOLERANCES) AND COMPLIES WITH SECTION 15-7-10(B)(4) OF THE CONDOMINIUM ACT AS AMENDED, AND THAT THE IMPROVEMENTS SHOWN HEREON FOR PHASE 6 ARE SUBSTANTIALLY COMPLETE.

GIVEN UNDER MY HAND THIS 10th DAY OF February, 2025

I. G. Moody
IAN G. MOODY



NO.	REVISION	DATE	BY



Greenhome & O'Mara, Inc.
3635 CONCORDE PARKWAY, SUITE 300
CHANTILLY, VIRGINIA 20151
(703) 268-1220

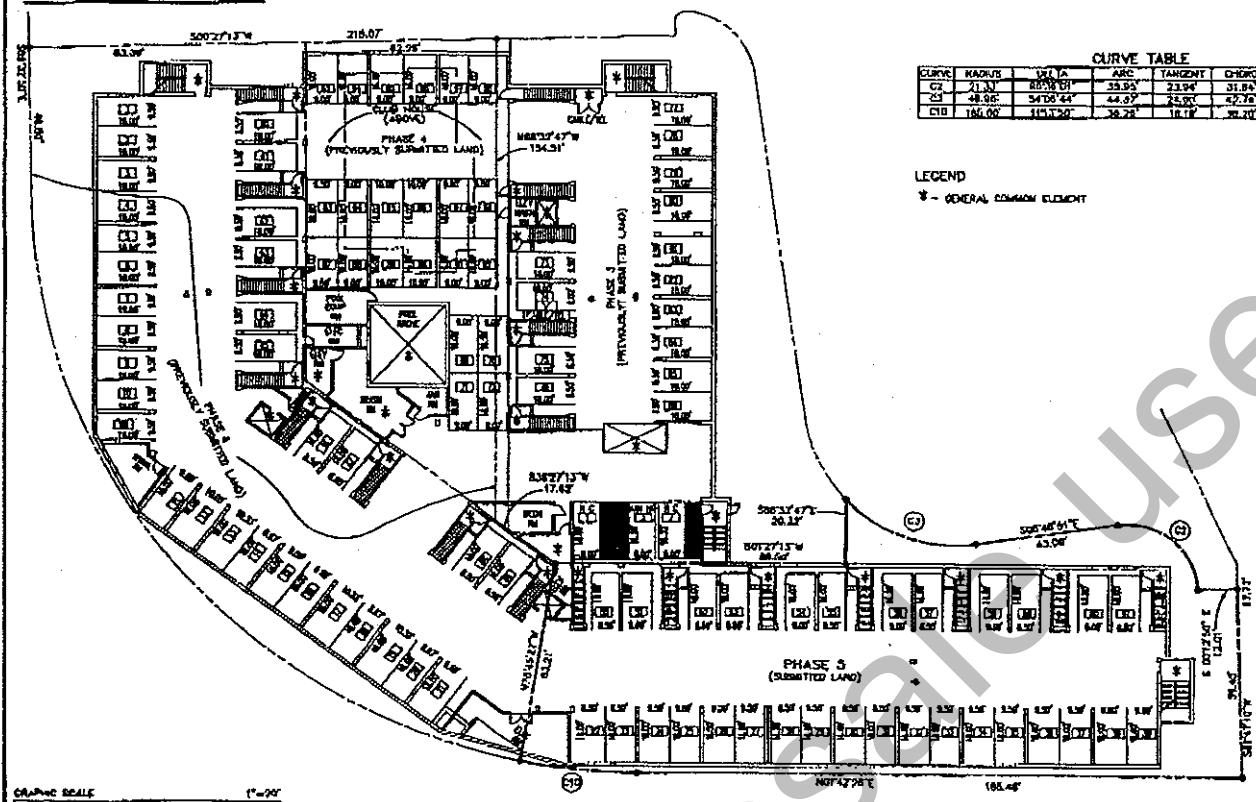
ANNAPOLIS, MD • ATLANTA, GA • CHANTILLY, VA • FREDERICKSBURG, VA • GAITHERSBURG, MD
ROCKVILLE, MD • BALTIMORE, MD • BOSTON, MA • TAMPA, FL • WEST PALM BEACH, FL

EXHIBIT "D"
CONDOMINIUM PLAN
PHASE 5
SUBMITTED LAND AND
ADDITIONAL LAND
WESTRIAR PLAZA CONDOMINIUM
PARCEL "1"
METRO PLACE AT DUNN LORING
FAIRFAX COUNTY, VIRGINIA

DATE	2/15/25
SCALE	1"=30'
SHEET NO.	1
PROJECT NO.	1518 JADE METRO PLACE

N:\5188 JADE METRO PLACE - WESTRIAR.DWG, PHASE 5, SUBMITTED LANDS, 1/13/25

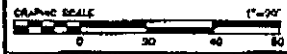
**BUILDING 1 & 2
PARKING**



CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	21.31'	88.78°	35.85'	23.94'	31.84'	N41°09'10"E
C2	48.00'	54°00'00"	44.87'	28.00'	47.18'	S20°13'30"E
C3	146.00'	115.73°	38.25'	18.11'	38.21'	S07°48'21"W

LEGEND
* - GENERAL COMMON ELEMENT



NO.	REVISION	DATE	BY

G&O
Greenhorne & O'Mara, Inc.
3635 CONCORDE PARKWAY, SUITE 300
CHANTILLY, VIRGINIA 20151
(703)263-1220

MEMPHIS, TN • ATLANTA, GA • CHARLOTTE, NC • HOUSTON, TX • CHARLOTTE, NC
BIRMINGHAM, AL • BALTIMORE, MD • WASHINGTON, DC • TAMPA, FL • MIAMI BEACH, FL

EXHIBIT "D"
CONDOMINIUM PLAN - SUBMITTED LAND
PHASE 5
PLAN SHOWING LOCATIONS AND DIMENSIONS
OF UNITS AND COMMON ELEMENTS
WESTBRIAR PLAZA CONDOMINIUM
PARCEL "L"
METRO PLACE AT DUNN LERRING
PROVIDENCE DISTRICT
FAYETTE COUNTY, VIRGINIA

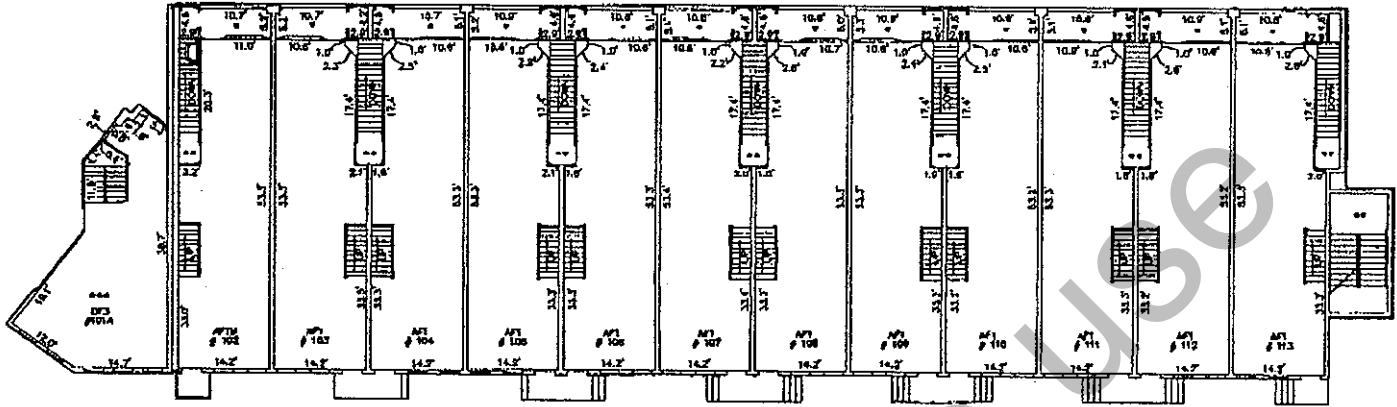
DATE	2/18/09	SCALE	1"=20'
DRAWN BY	WCT JR	SHEET	2
CHECKED BY			
FILE NO.	MP-145	SUBJ	3180 JADE METRO PLAZA

3180 JADE METRO PLACE - WESTBRIAR/DUNN/PHASE 5/SUBMITTED LANDS/MP-145/SHEET 2.DWG

**BUILDING 1A
FIRST FLOOR**

- LEGEND**
- LIMITED COMMON ELEMENT
 - GENERAL COMMON ELEMENT
 - *** HONEY CONVERTED TO LIVING UNIT 101A PHASE 4


- NOTES**
1. EACH UNIT LOCATION IS DESIGNATED BY A NUMBER. THE UNIT IDENTIFYING NUMBER IS SHOWN TO THE LEFT OF THE UNIT LOCATION NUMBER.
 2. THE DIMENSIONS SHOWN HEREON ARE MEASURED FRONTSIDE OF DRYWALL TO FRONTSIDE OF DRYWALL OF EACH UNIT.
 3. ALL DIMENSIONS SHOWN FOR THE HORIZONTAL ARCHITECTURAL LAYOUT ARE MEASURED IN DECIMALS OF A FOOT. ELEVATIONS ARE BASED ON U.S.C&G.S. DATUM AND ARE MEASURED IN DECIMALS OF A FOOT.



SURVEYOR'S CERTIFICATE

I, **IAN G. WOODY**, A DULY LICENSED LAND SURVEYOR BY THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN FOR WESTBRIAR PLAZA CONDOMINIUM (PHASE B) LABELED SHEETS 1 THROUGH 8 OF DRAWING TO THE DECLARATION, ARE ACCURATE (WITHIN NORMAL CONSTRUCTION TOLERANCES) AND COMPLY WITH SECTION 38-70 OF THE VIRGINIA CONDOMINIUM ACT, AS AMENDED, AND THAT THE UNITS SHOWN HEREON AND LISTED ON THIS DRAWING ARE SUBSTANTIALLY COMPLETED.



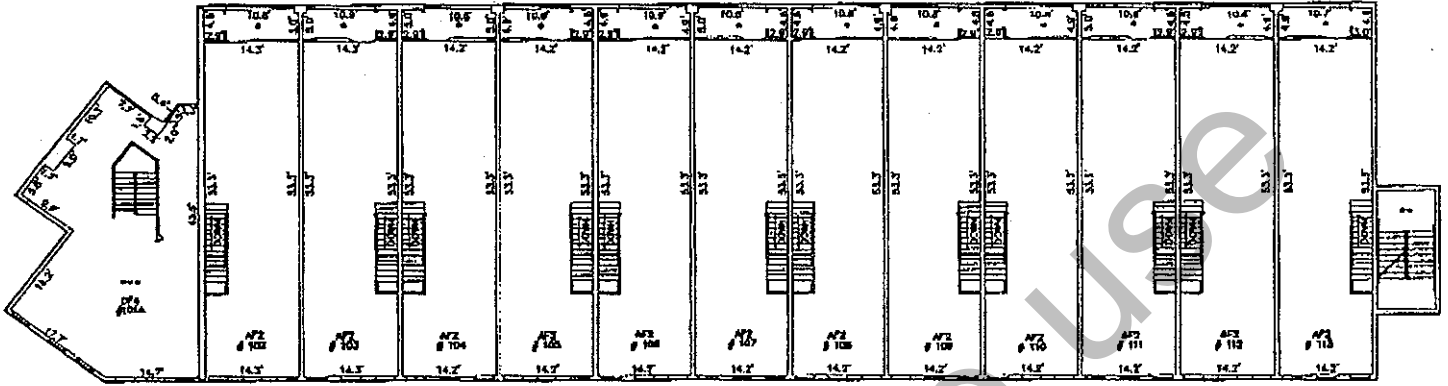
No.	REVISION	DATE	BY	 <p>Greenhorne & O'Mara, Inc. 3635 CONCORDE PARKWAY, SUITE 300 CHANTILLY, VIRGINIA 20151 (703)263-1220</p> <p><small>MEMPHIS, TN • RICHMOND, VA • CHARLOTTE, NC • FARGO, ND • ARDENHURST, MD BETHESDA, MD • BALTIMORE, MD • HERRINGVILLE, VA • TAMPA, FL • WEST PALM BEACH, FL</small></p>	<p>EXHIBIT "C" CONDOMINIUM PLAN - SUBMITTAL LAND PHASE B PLAN SHOWING LOCATIONS AND DIMENSIONS OF UNITS AND COMMON ELEMENTS WESTBRIAR PLAZA CONDOMINIUM PARCEL "1" METRO PLACE AT DUNN LORING PROVIDENCE DISTRICT FAIRFAX COUNTY, VIRGINIA</p>	3/15/05	SCALE	1"=10'
						DATE	SCALE	1"=10'
						1		
						UP-144	3188 JADE METRO PLACE	
						FILE NO.	PROJ. NO.	

145188 JADE METRO PLACE - WESTBRIAR, DWO, PHASE B, CONDO PLAN, SHEET 1.DWG

Not for Scale

**BUILDING 1A
SECOND FLOOR**

- LEGEND**
 * LIMITED COMMON ELEMENT
 ** GENERAL COMMON ELEMENT
 *** HISTORY CONVERTED TO LIVING UNIT 101A PHASE 4



No.	REVISION	DATE	BY



Greenhorne & O'Mara, Inc.
 3636 CONCORDE PARKWAY, SUITE 300
 CHANTILLY, VIRGINIA 20151
 (703) 868-1220

MEMPHIS, TN • ATLANTA, GA • CHARLOTTE, NC • HOUSTON, TX • INDEPENDENCE, MO • MINNEAPOLIS, MN
 PHOENIX, AZ • RICHMOND, VA • ROCKFORD, IL • TAMPA, FL • WEST PALM BEACH, FL

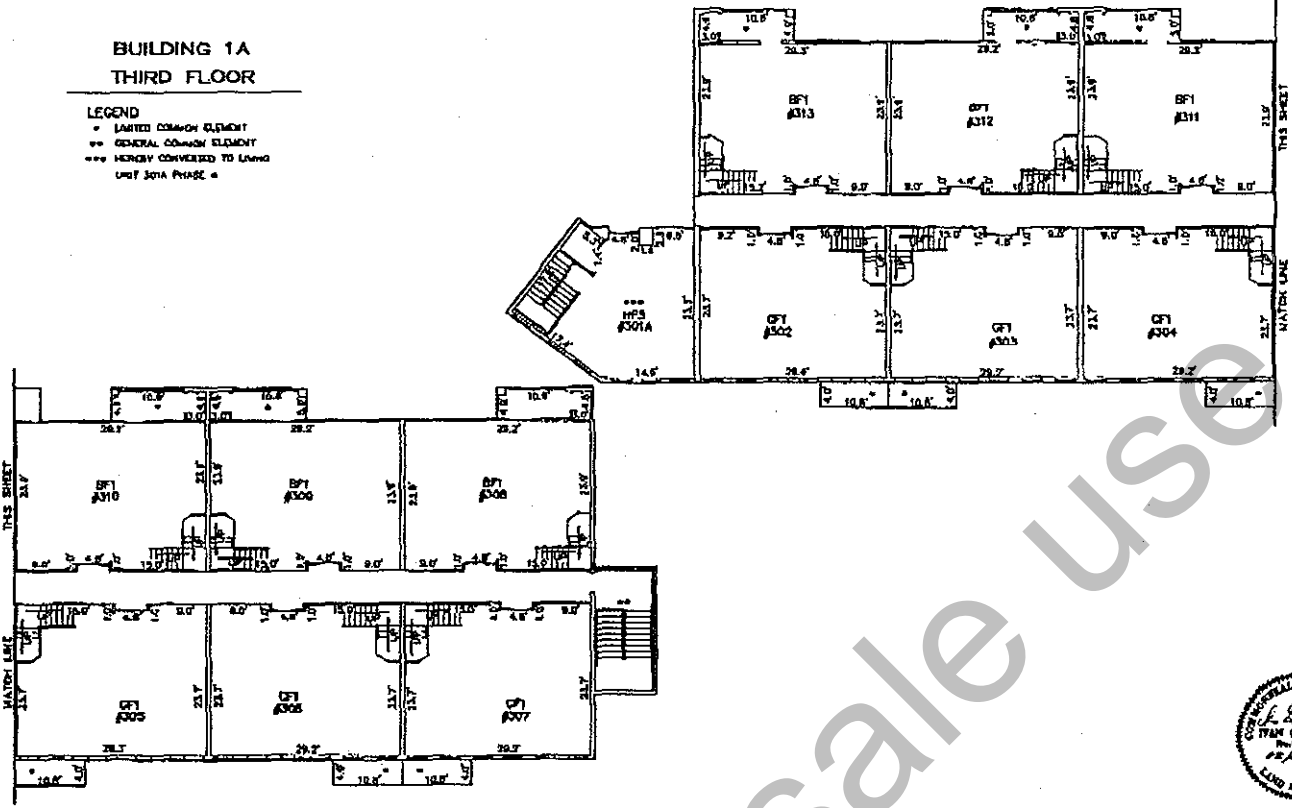
EXHIBIT "K"
CONDOMINIUM PLAN - SUBMITTED LAMP
PHASE 2
 PLAN SHOWING LOCATIONS AND DIMENSIONS
 OF UNITS AND COMMON ELEMENTS
WESTBRIAR PLAZA CONDOMINIUM
PARCEL "L"
METRO PLACE AT DUNN LORING
 PRINCIPALCREEK DISTRICT
 FAIRFAX COUNTY, VIRGINIA

DATE	SCALE
2/15/03	1"=10'
NET SHEETS	2
TOTAL SHEETS	
NO. CHECKED	BY
10-144	3160 LAKE METRO PLACE
FILE NO.	PHASE 2

3160 LAKE METRO PLACE - WESTBRIAR.DWG/PHASE 2/CONDO PLAN SHEET 2.DWG

**BUILDING 1A
THIRD FLOOR**

- LEGEND**
- LIMITED COMMON ELEMENT
 - GENERAL COMMON ELEMENT
 - HERETOBY CONVERTED TO LIVING UNIT 301A PHASE 4



NO.	REVISION	DATE	BY



Greenhorne & O'Mara, Inc.
 3695 CONCORDE PARKWAY, SUITE 300
 CHANTILLY, VIRGINIA 20151
 (703) 283-1220

EXHIBIT "B"
 CONDOMINIUM PLAN - SUBMITTED LAMB
 PHASE 5
 PLAN SHOWING LOCATIONS AND DIMENSIONS
 OF UNITS AND COMMON ELEMENTS
WESTBRIAR PLAZA CONDOMINIUM
 PARCEL "L"
 METRO PLACE AT DUNN LORING
 PROVIDENCE DISTRICT
 FARMAS COUNTY, VIRGINIA

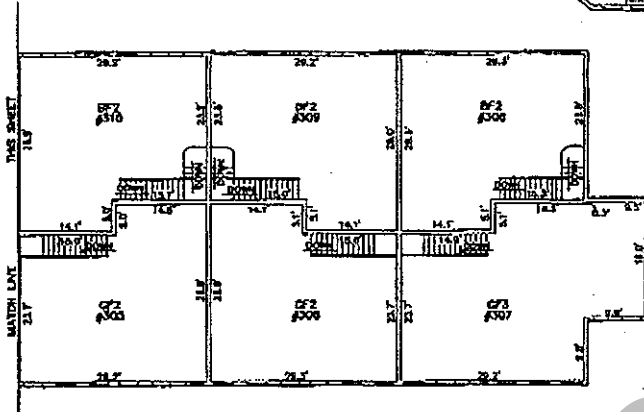
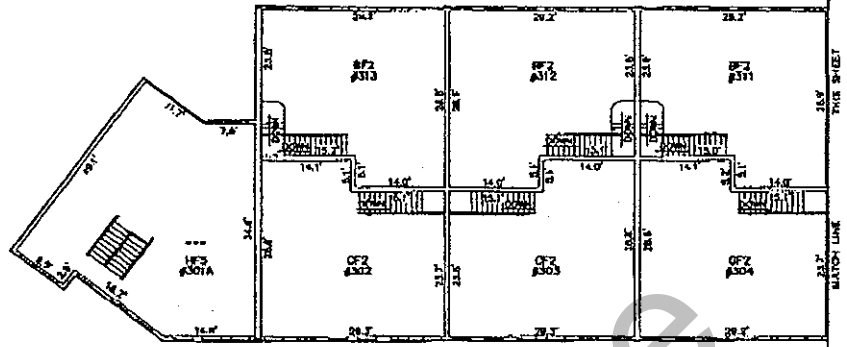
DATE	2/15/08	SCALE	1"=10'
BY	M.T.		
PROJECT			3
CONTRACT			
NO.-144	0158 AOC METRO PLACE		
FILE NO.			

1/18/08 JAG: METRO PLACE - WESTBRIAR, PHASE 5, CONDO PLAN, SHEET 3.0102

**BUILDING 1A
FOURTH FLOOR**

LEGEND

- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- HERETOBY CONVERTED TO LIVING UNIT 201A PHASE 4



NO.	REVISION	DATE	BY



Greenhorne & O'Mara, Inc.
 3635 CONCORDE PARKWAY, SUITE 300
 CHANTILLY, VIRGINIA 20161
 (703)263-1220

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EXHIBIT "B"
CONDOMINIUM PLAN - SUBMITTED LARGO
FILE # 8
 PLAN SHOWING LOCATION AND DIMENSIONS
 OF UNITS AND COMMON ELEMENTS
WESTBRIAR PLAZA CONDOMINIUM
 PARCEL "L"
 METRO PLACE AT DUNN LORING
 PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA

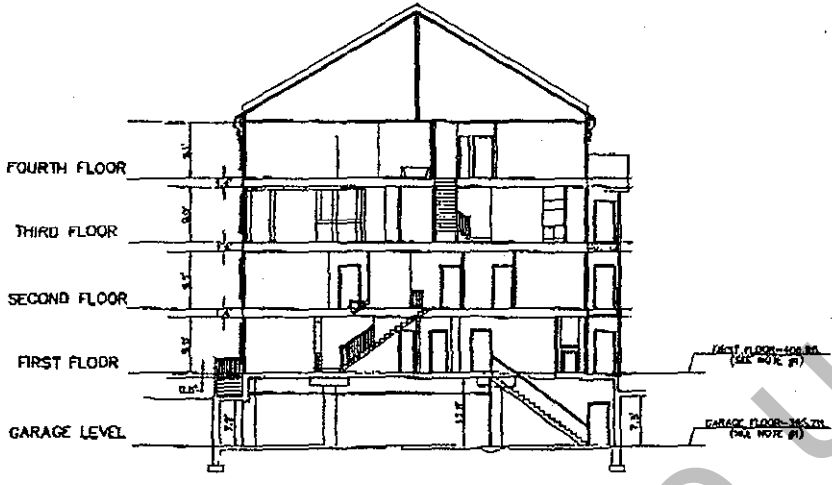
DATE	SCALE
12/10/85	1"=10'
MET	4
PLAN	
FILE #	
3188 JADE METRO PLACE	3188 JADE METRO PLACE
PHASE 4	PHASE 4

3188 JADE METRO PLACE - WESTBRIAR/DUNN PHASE 4 CONDO PLAN SHEET 4.000

Not for Sale Use

**BUILDING 1A
CROSS SECTION**

NOTES
1. THE GARAGE FLOOR AND FIRST FLOOR ELEVATIONS ARE BASED ON PLANS BY GREENHORNE & O'MARA, P.C., DATED MAY 29, 2000. THE FAIRFAX COUNTY PLAN CONTROL NUMBER IS 7483-50-10-2.



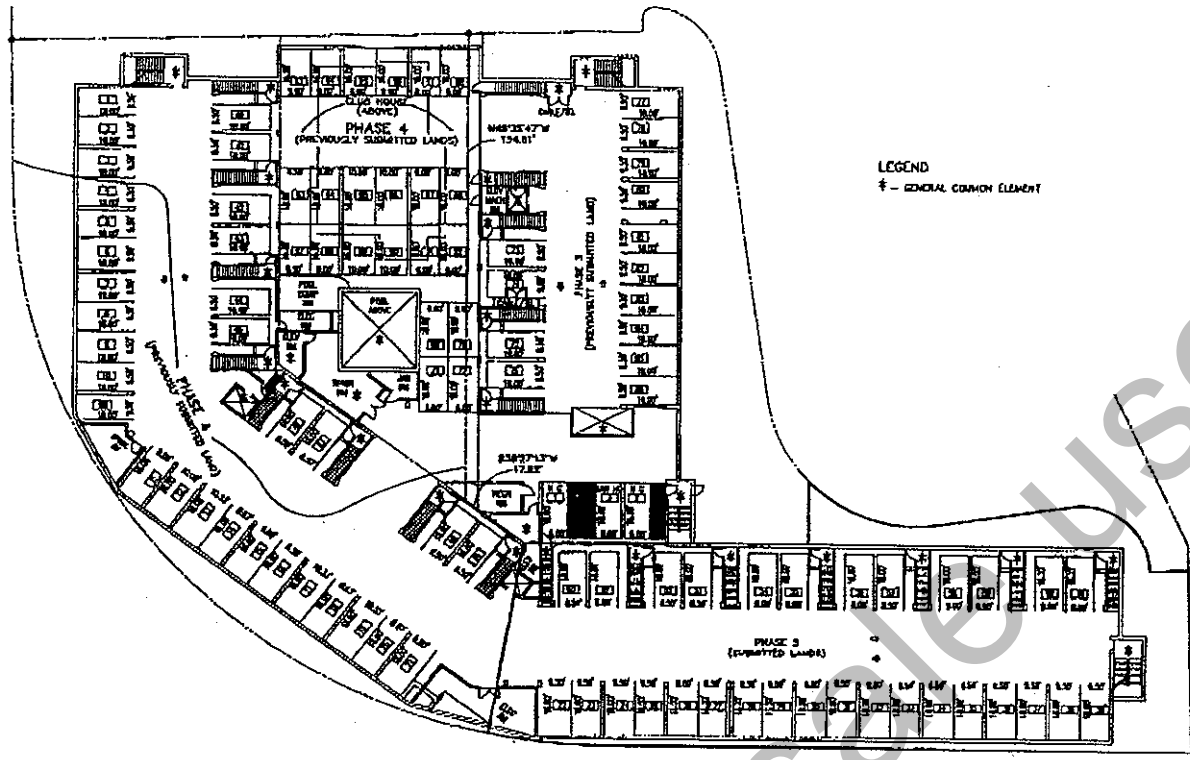
CROSS SECTION



<table border="1"> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	REVISION	DATE	BY													<p>Greenhorne & O'Mara, Inc. 3655 CONCORDE PARKWAY, SUITE 300 CHANTILLY, VIRGINIA 20151 (703) 863-1220</p> <p><small>MEMPHIS, TN • ATLANTA, GA • CHARLOTTE, NC • FORT WORTH, TX • HOUSTON, TX • JACKSONVILLE, FL • KANSAS CITY, MO • LOS ANGELES, CA • MIAMI, FL • NEW YORK, NY • PHOENIX, AZ • RICHMOND, VA • TAMPA, FL • WEST PALM BEACH, FL</small></p>	<p>WESTBRIAR PLAZA CONDOMINIUM PARCEL "1"</p> <p>METRO PLACE AT DUNN LORING PROVIDENCE DISTRICT FAIRFAX COUNTY, VIRGINIA</p>	<p>1/16/00 DATE</p>	<p>SCALE 1"=10'</p>
	NO.	REVISION	DATE	BY																
<p>1/16/00 DATE</p>	<p>5</p>																			
<p>1/16/00 DATE</p>	<p>3198 JADE METRO PLACE PROJ. NO.</p>																			
<p>1/16/00 DATE</p>	<p>3198 JADE METRO PLACE PROJ. NO.</p>																			

1/16/00 JADE METRO PLACE - WESTBRIAR, D.W.G., PHASE 2 CONDO PLAT, SHEET 4.DWG

BUILDING 1 & 2
PARKING



NO.	REVISION	DATE	BY



Greenhorne & O'Mara, Inc.
3835 CONCORD PARKWAY, SUITE 300
CHANTILLY, VIRGINIA 20151
(703)283-1220

APPROVAL: ME - ATLANTA, GA - CHARLOTTE, NC - CHICAGO, IL - COLUMBIA, SC - GREENSBORO, NC - HARTFORD, CT - HOUSTON, TX - MEMPHIS, TN - MIAMI, FL - NEW YORK, NY - PHOENIX, AZ - RICHMOND, VA - TAMPA, FL - WEST PALM BEACH, FL

EXHIBIT "A"
CORPORATE PLAN - SUBMITTED LAND
PHASE 3
PLAN SHOWING LOCATIONS AND DIMENSIONS
OF UNITS AND COMMON ELEMENTS
WESTBRIAR PLAZA CONDOMINIUM
PARCEL "A"
METRO PLACE AT DUNN LORING
PROVIDENCE DISTRICT
PAMUNNY COUNTY, VIRGINIA

DATE	SCALE
2/16/06	1"=20'
MET PLANS	6
CON	
PROJ	
APP - 444	3199 JADE METRO PLACE
FILE NO.	PROJ NO.

3199 JADE METRO PLACE - WESTBRIAR/DUNN PHASE 3 CONDO PLAN SHEET 6.DWG