

MASTER DEED

Section 55-79.1, et seq., of the Virginia Code of 1950, as amended (the “Act”), provides for the creation of horizontal property regimes or condominiums in the Commonwealth of Virginia.

OTIS D. COSTON, JR. and GORDON V. SMITH, TRUSTEES, (Grantor) and TYSONS VENTURE, a Virginia limited partnership (Beneficiary), hereby establish a Horizontal Property Regime in accord with Section 55-79.3 of the Act, upon the land located in Dranesville District of Fairfax County, Virginia, owned in fee by the Grantor, more particularly described as “The Westerlies” on a plat entitled “The Westerlies”, prepared by William O. McIntosh and Associates, attached hereto as Exhibit “A”. It is the purpose of the Grantor by this Master Deed to so divide and to impose covenants and restrictions upon the land, all of which shall run with the land, that the land, together with the Horizontal Property Regime, shall constitute a “Condominium Project” as defined in Section 55-79.2(d) of the Act, known as “The Westerlies”.

I. Description. Tysons Venture proposes to construct “The Westerlies” according to a site plan attached hereto as Exhibit “B”, which was approved by the appropriate authorities of Fairfax County, Virginia on the 26th day of August, 1971, and in accord with a lot identification plat (attached hereto as Exhibit “C” and hereinafter referred to as the “Plat”).

II. Legal Interest. The Westerlies shall consist of type A, B, and C townhouses (all sometimes referred to as “Townhouses”, together with General Common Elements as defined in Section 55-79.2(h) of the Act. There will be no Limited Common Elements, as defined in Section 55-79.2(i) of the Act. Each Townhouse may be individually conveyed and encumbered and may be the subject of ownership, possession, or sale and of all types of juridic acts inter vivos or mortis causa, as if it were the sole and entirely independent real property of the purchasing Co-Owner and of all his successors in title.

III. Horizontal and Vertical Boundaries. The Townhouses and General Common Elements shall be as shown on Exhibits “B” and “C”. The Townhouses shall be located in three-story buildings of at least four Townhouses each and shall have horizontal boundaries and vertical boundaries as follows:

A. The underside of the lowest floor slab shall constitute the lower boundary of the lower level Townhouse. The plane of the centerline of the floor slab separating the lower level Townhouse from the upper level Townhouse shall constitute the upper boundary of the lower level Townhouse and the lower boundary of the upper Townhouse; the plane of the interior surfaces of the roof shall constitute the upper boundary of the upper level Townhouses.

B. The plane of the interior surface of exterior walls and the centerline of the party walls which separate one Townhouse from another shall constitute the vertical boundaries of the Townhouses.

C. A Townhouse shall also include any attached balcony or patio.

D. The phrase “Townhouse” shall include the interest of the Co-Owner in the General Common Elements.

E. All boundaries shall be physical, as-built boundaries.

IV. AREA AND CONTENT OF TOWNHOUSES. Each of the Townhouses shall be composed of the following rooms and contain the enumerated square footage of interior space:

A. One-story Townhouses shall be designated "A" Townhouses and shall include both two-bedroom and three-bedroom Townhouses. The three-bedroom "A" Townhouse shall consist of a foyer, living room, dining room, kitchen, master bedroom, second bedroom, third bedroom, master bathroom, second bathroom, mechanical room, and storage area and shall contain a total of 1,050 square feet. The two-bedroom "A" Townhouse shall consist of foyer, kitchen, living room, dining room, master bedroom, second bedroom, bath, mechanical room, laundry and storage room, and shall contain a total of 935 square feet.

B. Two-story Townhouses shall be designated "B" Townhouses and "C" Townhouses.

(1) All "B" Townhouses shall be three-bedroom Townhouses and shall consist of living room, family room, kitchen, powder room, mechanical room, master bedroom, second bedroom, third bedroom and bath, and shall contain 1,040 square feet. Some units shall contain a second full bathroom, in which event they shall contain a total of 1,225 square feet;

(2) "C" Townhouses shall consist of both two-bedroom and three-bedroom Townhouses:

(a) The two-bedroom "C" Townhouse shall consist of living room, family room, kitchen, powder room, mechanical room, master bedroom, second bedroom, and bath and shall contain a total of 970 square feet;

(b) The three-bedroom "C" Townhouse shall consist of a living room, family room, kitchen, powder room, mechanical room, master bedroom, second bedroom, third bedroom and bath and shall contain a total of 1,040 square feet.

V. GENERAL COMMON ELEMENTS. The General Common Elements of The Westerlies consist of all of the land and buildings except those portions of the buildings contained within the boundaries of Townhouses.

VI. Each Co-Owner of a Townhouse shall have an undivided interest in the General Common Elements and shall share in the expense of operating and maintaining the General Common Elements in accord with the following percentages: Each two-bedroom Townhouse shall bear .446% of the total cost of maintaining the General Common Elements and each three-bedroom Townhouse shall bear .521% of the cost of maintaining the General Common Elements.

VII. GENERAL COMMON ELEMENTS.

A. The use of the General Common Elements shall be limited to Co-Owners of Townhouses in residence, and to their tenants in residence. The use of the General Common Elements shall be governed by the Bylaws and rules and regulations adopted by the Council of Co-Owners (the "Council"), as defined in Section 55-79.2(f) of the Act. The cost of maintaining the General Common Elements shall be borne among the Co-Owners in direct proportion to their interest in the General Common Elements as defined in Paragraph VI of this Master Deed.

B. The General Common Elements shall remain undivided and no Co-Owner may bring any action for partition or division of these common elements.

C. The undivided interests in the General Common Elements shall no separate from the Townhouse and shall be deemed to be conveyed or encumbered with the Townhouse even though such interest is not expressly mentioned or described in the document of conveyance or encumbrance.

VIII. ADMINISTRATION. The administration of The Westerlies shall be conducted in accord with the provisions of this Master Deed and the Bylaws of the Council, attached hereto as Exhibit "D".

IX. GOVERNING DOCUMENTS. Each Co-Owner and each tenant of a Co-Owner shall comply with all of the provisions of this Master Deed, the Bylaws and decisions and resolutions of the Council, as each may be properly amended from time to time. Failure to comply with such provisions, Bylaws, decisions, or resolutions shall be grounds for an action to recover damages or for injunctive relief.

X. REVOCATION OF CONDOMINIUM PROJECT. The Condominium Project established by this Master Deed shall not be revoked, or any of the land or improvements removed from The Westerlies or any of the provisions of the Master Deed amended unless all of the Co-Owners and all other parties having any security interest in any Townhouse or any portion of the General Common Elements unanimously agree to such revocation, amendment, or removal by appropriate recorded documentation.

XI. LIABILITY FOR ASSESSMENTS. No Co-Owner of a Townhouse may exempt himself from liability for assessments to his Townhouse for the cost of the maintenance and operation of the General Common Elements by waiver of the use or enjoyment of any of the General Common Elements, or by the abandonment of his Townhouse.

XII. LIABILITY FOR ASSESSMENTS. The assessments imposed by the Council in accord with the provisions of its Bylaws for the maintenance and operation of the General Common Elements shall constitute a lien upon each of the Townhouses superior to all other liens, other than liens for real estate taxes and liens for first trust financing. In addition, each Co-Owner shall be personally liable for all such assessments imposed by the Council which may be due but unpaid at the time he acquires a Townhouse or which may become due and payable during any time which he owns a Townhouse.

XIII. INSURANCE.

A. The Council shall obtain and maintain at all times insurance against loss by fire, with endorsement for extended coverage and additional extended coverage, for the full insurable replacement value of The Westerlies (to be determined by a qualified appraiser appointed from time to time by the Council for that purpose). The policy or policies of insurance shall contain a "condominium property endorsement" on the FIRAA Form of March 1966, or as the same may be amended, for each Co-Owner and Home Federal Savings and Loan Association ("the Lender") provided, however, that the coverage of any blanket fire insurance policy must be in an amount which is satisfactory to the Lender. The premiums for the insurance coverage shall be a common expense to be paid by monthly assessments levied by the Council against each of the Co-Owners. The premium attributable to coverage on the Townhouses and the General Common Elements shall be apportioned among the Co-Owners in accord with their respective percentages of interest as set forth in paragraph VI above.

B. The insurance shall meet the following criteria:

(1) All policies shall be written with a company licensed to transact business in the Commonwealth of Virginia and holding a rating of "AAA" or better by Bests Insurance Reports and a policyholder's rating of "A" or better;

(2) The insurance trustee (as hereinafter described), or its designee, shall have the exclusive authority to adjust losses under the insurance policies, with the consent and approval of the Lender;

(3) In no event shall the insurance coverage obtained and maintained by the Council be brought into contribution with insurance purchased by individual Co-Owners or their mortgagees;

(4) Each Co-Owner may obtain additional insurance at his own expense upon his Townhouse, provided that no Co-Owner shall maintain insurance coverage which will tend to decrease the amount which the Council may realize under any insurance policy which it may have in force on The Westerlies at any particular time; each Co-Owner shall file with the Council a copy of each individual policy of insurance purchased by the Co-Owner within thirty (30) days after its purchase; each Co-Owner shall also notify the Council of all improvements made by him to his Townhouse having a value in excess of \$1,000.00;

(5) The insurance carrier shall waive subrogation as to any claims against the Council; its delegate, if any; the Co-Owners and their respective servants, agents, and guests;

(6) Each of the policies of insurance obtained by the Council shall contain provisions (i) that they may not be cancelled, invalidated, or suspended on account of the conduct of one or more of the individual Co-Owners; (ii) that they may not be cancelled, invalidated, or suspended on account of the conduct of any officer or employee of the Council without a prior demand in writing that the Council cure the conduct of such officer or employee with appropriate time to effect such cure; and (iii) if the Council fails to cure the conduct of an officer or employee within the allotted time, the policies may still not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees and Co-Owners.

C. The Council, with the approval of the Lender, shall from time to time designate a bank or trust company in the Commonwealth of Virginia as an "Insurance Trustee". The Council shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a common expense of the Insurance Trustee which shall constitute a common expense of The Westerlies.

D. Except as hereinafter provided, the Insurance Trustee named in the condominium property endorsement shall receive and hold the amount payable under any of the policies of insurance and apply the same to the cost of the reconstruction or repair of a damaged or destroyed Townhouse. The Co-Owner of a damaged or destroyed Townhouse shall be obligated to commence the work of repairing or reconstructing the Townhouse within sixty (60) days from the date of the damage or destruction. The work shall be accomplished in accord with the same plans and specifications by which the Townhouse was originally constructed, subject, however, to the prior written approval of the Council. The Insurance Trustee shall make available and pay to the Co-Owner the amount of insurance proceeds received by the Insurance Trustee for the reconstruction and repair of the Townhouse. The payment of the proceeds of insurance shall be made as the work progresses at such times and upon compliance by the Co-Owner with such conditions as the Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the Townhouse in a workmanlike manner, free and clear of any mechanical and materialmen's liens and any encumbrances, liens, claims, or charges. If the cost of the reconstruction or

repair exceeds the amount paid to the Insurance Trustee, the excess shall be paid by the Co-Owner; provided, however, that in the event two-thirds or more of the total number of Townhouses in The Westerlies are substantially damaged or destroyed, a decision not to reconstruct or repair the damaged or destroyed Townhouses may be made within sixty (60) days of the date of the damage or destruction by the vote of at least two-thirds of the Co-Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws of the Council. In such event, The Westerlies shall be considered to be terminated. If less than two-thirds of the total number of Townhouses are damaged or destroyed, or if a decision not to reconstruct or rebuild damaged or destroyed Townhouses is not made, all damaged or destroyed Townhouses must be repaired or restored.

XIV. EASEMENTS. Easements are hereby reserved through each of the Townhouses for the benefit of other Townhouses as may be required for structural repairs, utility lines, and for heating, air conditioning, and ventilating ducts in the locations as originally constructed in the Townhouse or as subsequently approved in writing by the Co-Owner of the burdened Townhouse and any mortgages having a security interest therein.

XV. RESTRICTIVE COVENANTS. Grantor hereby imposes the following restrictive covenants upon The Westerlies:

A. No Townhouse may be leased by a Co-Owner for transient purposes (i.e., for less than 30-day periods, or if any customary hotel services, such as room service, food and beverage service, maid service, laundry, or bellboy services are to be furnished). Otherwise, the Co-Owner of a Townhouse shall have the absolute right to lease the Townhouse, provided the lease is made subject to the provisions of this Master Deed and the Bylaws of the Council.

B. No Co-Owner or other resident of The Westerlies shall post any advertisements or posters of any kind in or on The Westerlies except (i) temporary real estate signs not more than two square feet in area advertising a Townhouse for sale or rent; (ii) temporary signs in connection with the repair or renovation of a Townhouse; or (iii) as authorized by the Council.

C. No noxious or offensive activity shall be carried on in any Townhouse, nor shall anything be done or be permitted to remain in any Townhouse which may be or become a nuisance or annoyance to the other Co-Owners. Residents of The Westerlies shall exercise care not to disturb other residents with excessive noise, or the use of radios, televisions sets, musical instruments, telephone or amplifiers.

D. No clothing, laundry, rugs or wash shall be hung from or spread upon any balcony, window, patio, or exterior portion of a Townhouse or in or upon a General Common Element.

E. All garbage and trash must be deposited in the receptacles provided for that purpose.

F. No animal, other than common household pets, shall be kept or maintained in any Townhouse. Common household pets shall not be kept, bred, or maintained for commercial purposes in any Townhouse.

G. No Co-Owner or other resident shall paint any portion of the exterior of any Townhouse a color different from the original color of the Townhouse unless the proposed color has been approved by the Council. Similarly, no Co-Owner may make any structural changes or landscaping changes, or otherwise alter the exterior of his Townhouse unless the proposed change has been approved by the Council.

H. No Co-Owner or other resident shall install any electrical or telephone wire, television antenna, air-conditioning unit or other machine or device on the exterior of any building or upon any patio or balcony in The Westerlies or in such a fashion that it protrudes through the roof or any walls of the building, except as authorized by the Council.

XVI. REPAIRS. The Council, or its designee, shall have the right to enter any Townhouse when necessary to carry out any repair, maintenance, landscaping, or construction for which Council is responsible or for which any Co-Owner is responsible and has not completed after appropriate notice from the Council. The entry by the Council shall be made with as little inconvenience to the Co-Owner as practicable and any damage caused shall be repaired at the expense of the Council unless the entry is made to perform any obligation for which the Co-Owner is responsible, in which event the entry and all work shall be done at the risk and expense of the Co-Owner.

XVII. CHANGES BY GRANTOR. Nothing contained in this Master Deed shall be deemed to affect in any way whatsoever the right of the Grantor and/or Tysons Venture or their successors or assigns to change the location, design, method of construction, grade, elevation or any other part or feature of a Townhouse or Townhouses prior to the conveyance of the Townhouse to a Co-Owner, purchaser, or to impose upon the Grantor and/or Tysons Venture, their successors, or assigns, any obligation of any nature to build, construct, or provide any portion of The Westerlies.

XVIII. TERMINATION. In the event The Westerlies is terminated, then the entire Westerlies shall be deemed to be owned by all of the Co-Owners as tenants in common in the same proportions as their percentages of interest in the General Common Elements expressed in Paragraph VI of this Master Deed. Any liens affecting any of the Townhouses shall be transferred in accordance with existing priorities to the percentage of the undivided interest of the Co-Owner of the Townhouse upon which the lien was originally imposed. The entire Westerlies shall be subject to an action for partition at the suit of any Co-Owner, in which event the net proceeds of sale shall be considered as one fund and shall be divided among all of the Co-Owners in proportion to their percentages of interest as set forth in Paragraph VI; provided, however, that before any proceeds of sale are distributed to any Co-Owner, all liens imposed upon the Townhouse previously owned by the Co-Owner and all assessments imposed upon the Townhouse by the Council shall be satisfied in full.

IN WITNESS WHEREOF, OTIS D. COSTON, JR. and GORDON V. SMITH, TRUSTEES, and TYSONS VENTURE, by MILLER & SMITH, INC., general partner, have executed this Master Deed this 7th day of October, 1971.

SIGNATURES

ATTEST:

SIGNATURE & SEAL

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

I, the undersigned Notary Public in and for the State and County aforesaid, whose commission expires on the **DATE** day of May, 1974, do hereby certify that OTIS D. COSTON, JR. and GORDON V. SMITH, TRUSTEES, whose names are signed to the foregoing Master Deed bearing date on the 7th day October, 1971, have acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand and seal this 7th day of October, 1971.

SEAL

Notary Public

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

I, the undersigned Notary Public in and for the State and County aforesaid, whose commission expires on the DATE DAY of May, 1974, do hereby certify that OTIS D. COSTON, JR., and GORDON V. SMITH, whose names as President and Secretary, respectively, of MILLER & SMITH, INC. are signed to the foregoing Master Deed bearing date on the 7th day of October, 1971, have acknowledged the same before me in the State and County aforesaid.

GIVEN under my hand and seal this 7th day of October, 1971.

SEAL

Notary Public

THIS DEED OF CORRECTION, made this 21st day of October, 1971, by OTIS D. COSTON, JR., and GORDON V. SMITH, Trustees, and TYSONS VENTURE, a Virginia Limited Partnership, parties of the first part:

WITNESSETH:

WHEREAS, by Master Deed dated October 7, 1971, and recorded in Deed Book 3519, at Page 425, of the land records of Fairfax County, Virginia, the parties of the first part, in accordance with Section 55-79.1, et. seq., of the 1950 Code of Virginia, as amended, established a horizontal property regime upon that certain tract or parcel of land described more particularly therein and shown on a plat entitled "The Westerlies", attached thereto as Exhibit "A"; and

WHEREAS, Paragraph VI of the aforesaid Master Deed contained erroneous percentages as to the share of each Co-Owner of a Townhouse in the expense of operating and maintaining the General Common Elements as established in the Master Deed; and

WHEREAS, Exhibit "C", entitled Lot Identification Plat, attached to the said Master Deed, inadvertently omitted the identification and location of Townhouse No. 199-B and Townhouse No. 200-C as created and established in the said Master Deed; and

WHEREAS, it is the desire and intention of the parties of the first part to correct Paragraph VI of the Master Deed to reflect the correct percentages as to the share of each Co-Owner of a Townhouse in the expense of operating and maintaining the General Common Elements as established in the Master Deed, and to re-record Exhibit "C", and to incorporate it as a part of the aforesaid Master Deed, to reflect the inclusion of Townhouse No. 199-B and Townhouse No. 200-C, as shown on plat attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties of the first part do hereby correct and amend the Master Deed, recorded as aforesaid, in Deed Book 3519, at Page 425, as follows:

1. Paragraph VI of the said Master Deed is hereby deleted in its entirety and the following Paragraph VI shall be inserted in lieu thereof:

"VI. Each Co-Owner of a Townhouse shall have an undivided interest in the General Common Elements and shall share in the expense of operating and maintaining the General Common Elements in accord with the following percentages: Each two-bedroom Townhouse shall bear **NUMBER%** of the total cost of maintaining the General Common Elements and each three-bedroom Townhouse shall bear **NUMBER%** of the cost of maintaining the General Common Elements."

2. Exhibit "C", attached to Master Deed, recorded as aforementioned in Deed Book 3519, at Page 425, is hereby amended to include Townhouse No. 199-B and Townhouse No. 200-C, as shown on the Exhibit "C" attached hereto, which is incorporated herein by reference, and made a part hereof.

IN WITNESS WHEREOF, OTIS D. COSTON, JR. AND GORDON V. SMITH, Trustees, and TYSONS VENTURE, by MILLER & SMITH, INC., General Partner, have executed this Deed this 21st day of October, 1971.

SIGNATURES

ATTEST:

By: _____
Secretary

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

I, the undersigned Notary Public, in and for the State and County aforesaid, whose commission expires on the DATE day of May, 1974, do hereby certify that OTIS D. COSTON, JR. and GORDON V. SMITH, Trustees, and OTIS D. COSTON, JR. and GORDON V. SMITH, whose names as President and Secretary, respectively, of MILLER & SMITH, INC., are signed to the foregoing Deed of Correction, bearing date on the 21st day of October, 1971, have acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand this 21st day of October, 1971.

Notary Public

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia, OCT 22 1971 at 11:28 A.M.
This instrument was received and, with the
Certificate annexed, admitted to record with plat attached.

Teste: _____, Clerk

AMENDMENT

**AMENDMENT TO EXHIBIT "D" TO MASTER DEED
BYLAWS OF THE COUNCIL OF CO-OWNERS OF
THE WESTERLIES
RECORDED IN DEED BOOK 3519 AT PAGE 439**

WHEREAS, it is necessary to establish and approve a budget prior to the start of The Westerlies' fiscal year (January 1); and

WHEREAS, it is difficult to gather together a majority of Co-Owners in January due to weather and preceding holidays;

THEREFORE, be it resolved that the second sentence of Article III (Administration) Section 2 (Annual Meetings), be changed to read as follows:

"Thereafter, the annual meetings of the Council shall be held on the second Tuesday in November."

WHEREAS this resolution was approved on March 31, 1977, by a vote of 118 to 1.

THE WESTERLIES

By: _____
President

Attest:

Secretary

Dated: April 27, 1977

STATE OF VIRGINIA)
) to wit:
COUNTY OF FAIRFAX)

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that Ray Boedecker and Ron M. Hill, as President and Secretary, respectively, of The Westerlies, whose names are signed to the writing foregoing, bearing date on the 27th day of April, 1977, have personally appeared before me

in my County and State aforesaid and acknowledged the same to be the act and deed of their said Corporation, and that the writing was so signed and acknowledged and the corporate seal so affixed by due authority.

GIVEN under my hand this 27th day of April, 1977.

SIGNATURE

Notary Public

My Commission Expires: August 19, 1979

SEAL

This instrument with certificate annexed,
admitted to record-Office of Circuit Court
Fairfax County, VA, May 8, 1977 at 11:06 a.m.

SEAL

Teste: _____, Clerk

**AMENDMENT TO EXHIBIT "D" TO MASTER DEED
BYLAWS OF THE COUNCIL OF CO-OWNERS OF
THE WESTERLIES
RECORDED IN DEED BOOK 3519 at Page 439
A RESOLUTION PERTAINING TO QUORUM REQUIREMENTS IS AS
FOLLOWS:**

WHEREAS, Article II, Section 2, of the Westerlies Bylaws defines majority of owners as 50% for purposes of a quorum; and

WHEREAS, each year it becomes more difficult to obtain the necessary 50% to hold a meeting of the Westerlies Condominium; and

WHEREAS, if 50% of Co-Owners are not represented either in person or by proxy the Westerlies Condominium cannot function **property**; and

WHEREAS, this resolution was approved on January 13, 1976, by a vote of 151 to 8 with 1 abstention.

NOW, THEREFORE, be it resolved that 50% is deleted in Article II, Section 2 of the Bylaws and 25% is added to constitute a quorum.

A RESOLUTION PERTAINING TO BYLAW AMENDMENT PERCENTAGE IS AS FOLLOWS:

WHEREAS Article VII, Section 1 of The Westerlies' Bylaws states that at least 75% of the total value of all Townhouses in The Westerlies must be represented in order to amend any of the Bylaws; and

WHEREAS, it has become more and more difficult over the years to obtain the 75% because of increased absentee ownership; and

WHEREAS, this resolution was approved on January 13, 1976 by a vote of 153 to 5 with 1 abstention.

NOW, THEREFORE, be it resolved that 75% is deleted in Article VII, Section 1 of the Bylaws and 51% is added to constitute that percentage of Co-Owners to amend any part of the Bylaws:

THE WESTERLIES

By: **Ron M. Hill**

President

Date: March 9, 1976

CORPORATE SEAL

ATTEST:

Thomas P. Whitaker
Secretary

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the City or County of Fairfax, State of Virginia, do hereby certify that Ron M. Hill and Thomas P. Whitaker, as President and Secretary, respectively, of The Westerlies, whose names are signed to the writing foregoing, bearing date on the 9th day of March, 1976, have personally appeared before me in my City or County and State aforesaid and acknowledged the same to be the act and deed of their said corporation, and that the writing was so signed and acknowledged and the corporate seal so affixed by due authority.

GIVEN under my hand this 9th day of March, 1976.

My commission expires the 9th day of March, 1976.

SIGNATURE

Notary Public

SEAL

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia MAR 15 1976 at 9:39 A.M.
This instrument was received and, with the
certificate annexed, admitted to record.

Teste: _____, Clerk