DECLARATION FOR POTOMAC CREST CONDOMINIUM

Prince William County, VA Pgs: 83 12/18/2012 12:22:31PM Michèle B. McQuigg, Clerk

PLAT IS RECORDED AS

ARTICLE 1

INSTR. #2012 12 8012 726

CREATION; DEFINED TERMS

- Creation of the Condominium. Pursuant to the provisions of Chapter 4.2 Section 1.1. of Title 55 of the Code of Virginia ("Condominium Act"), BASHEER/EDGEMOORE-POTOMAC CREST L.L.C., a Virginia limited liability company ("Declarant"), hereby creates a condominium comprised of the land described as submitted land in Exhibit A, located within Prince William County, Virginia ("Land"), together with all improvements thereto and all easements, rights and appurtenances thereunto appertaining ("Property").
- Defined Terms. Except as otherwise defined herein or in Section 1.3 of Section 1.2. the Bylaws comprising Exhibit B, all terms used in the condominium instruments shall have the meanings specified in section 55-79.41 of the Condominium Act. All exhibits referred to in the condominium instruments are exhibits to this Declaration.
- Section 1.3. Name of Condominium. The name of the condominium is "Potomac Crest Condominium" ("Condominium").

ARTICLE 2

BUILDINGS ON THE LAND; UNIT BOUNDARIES

- Location and Dimensions of Buildings. The location and dimensions of Section 2.1. each building on the Land are depicted on the "Plats" labeled as Exhibit D.
- Units. The location of units within each building and their dimensions are Section 2.2. shown on the "Plans" labeled as Exhibit E. The Common Element Interest Table attached as Exhibit C is a list of all units, their identifying numbers, location (all as shown more fully on the Plats and Plans), type and the Common Element Interest appurtenant to each unit determined on the basis of par value. The "par value" of each unit is the number of points assigned by the Declarant based on the relative size of the Unit and other factors. The basis for allocation of par value is set froth in the notes to the Common Element Interest Table attached as Exhibit C.
 - Unit Boundaries. The boundaries of each unit are as follows: Section 2.3.
- Horizontal (upper and lower) Boundaries: The upper and lower (a) boundaries of the unit are the following boundaries extended to an intersection with the vertical perimetric) boundaries:

tum to: Odin, Feldman & Pittleman, P.C. (1928) 1775 Wiehle Avenue

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

In units where two levels are directly connected by an interior stairway, the upper and lower boundaries; refer to the uppermost and lowermost such boundaries, the wood joists dividing the two levels (and any space above the acoustic tiles or wallboard of a dropped ceiling below such joist are part of the unit).

- (b) Vertical (perimetric) Boundaries: The vertical boundaries of the unit are the vertical planes which include the back surface of the wallboard of all walls bounding the unit extended to intersections with each other and with the upper and lower boundaries. The unit boundaries also include all windows and exterior doors, including unit entry doors and garage doors.
- (c) Each unit includes the heating and air-conditioning apparatus serving only that unit (whether or not located within the unit boundaries), which apparatus is part of the unit. Any portion of a utility system or other apparatus serving more than one unit (e.g., pipes, conduits, ducts) which is located partially within and partially outside the unit is part of the common elements. Any portion of a utility system serving only one unit that is located outside the unit is a limited common element appurtenant to that unit.
- <u>Section 2.4.</u> <u>Maintenance Responsibilities.</u> Notwithstanding the ownership of the various portions of the common elements and the units by virtue of the foregoing boundary description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the unit owner and the Association.
- Section 2.5. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between units and subdivision of units is permitted subject to compliance with the provisions therefor in Sections 5.7 and 8.5 of the Bylaws and in sections 55-79.69 and 55-79.70 of the Condominium Act.

ARTICLE 3

COMMON ELEMENTS

Section 3.1. Limited Common Elements.

(a) Adjacent to a Unit. The locations of the common elements to which each unit has direct access are shown on the Plats and Plans; pursuant to subsection 55-79.50E of the Condominium Act, a balcony, veranda, patio or deck, if any, shown adjacent to a unit is a limited

common element appurtenant to that unit. Driveways located adjacent to a unit serving only one unit are limited common elements appurtenant to the unit served as shown on the Plats and Plans

Section 3.2. Reserved Common Elements. The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in designated common elements to the Association or to any unit owners and to establish a reasonable charge to such unit owners for the use and maintenance thereof. The common elements or portions thereof so designated shall be referred to as Reserved Common Elements. Such designation by the Board shall not be construed as a sale or disposition of the common elements.

Section 3.3. Alteration of Common Elements by the Declarant. The Declarant reserves the right to modify, alter, remove or improve defective, obsolete or non-functional portions of the common elements, including without limitation any equipment, fixtures and appurtenances, when in the Declarant's judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

ARTICLE 4

EASEMENTS

In addition to the easements created by sections 55-79.60 and 55-79.65 of the Condominium Act, the following easements are hereby granted and the following rights are hereby reserved.

Easement to Facilitate Sales. All units shall be subject to an easement in Section 4.1. 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 or any portion of the common elements as models, management offices, sales offices (for this and other projects) or construction, warranty or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain common element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect temporary offices on certain common element parking spaces for models, sales, management, customer service and similar purposes. The reservation of this easement to facilitate sales also applies to the additional land. This easement shall continue until the Declarant has conveyed to unit owners other than the Declarant all the units in the Condominium that the Declarant has the right to create and the warranty period has expired.

Section 4.2. Easement for Access and Support.

(a) Access. The Declarant reserves in favor of the Declarant, the managing agent and any other person authorized by the Board of Directors the right of access to any

common element or unit as provided in section 55-79.79 of the Condominium Act and Section 5.9 of the Bylaws. In case of emergency, such entry shall be immediate whether or not the unit owner is present at the time. Further, until the expiration of the warranty period, such entry shall be permitted to inspect or perform warranty-related work (for the benefit of the unit being entered, other units or the common elements) whether or not the unit owner or the Association consents or is present at the time.

(b) <u>Support</u>. Each unit and common element shall have an easement for lateral and subjacent support from every other unit and common element of the Condominium.

Section 4.3. Declarant's Right to Grant Easements.

- (a) <u>Construction</u>; <u>Utilities</u>. The Declarant shall have the right to grant and reserve easements and rights-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, television reception and other utilities. This right shall continue until the Declarant has conveyed to unit owners other than the Declarant all the units that the Declarant has the right to create.
- (b) Access. The Declarant reserves the right to grant or reserve easements and rights-of-way through, over and across the Property to afford vehicular and pedestrian access through, over and across the common elements from and to any public street or road adjoining the Property and any portion of the real estate described in Exhibit A which is not, at the time of such grant or reservation, part of the Property. This right shall continue until the seventh anniversary of the recordation of this Declaration.

Section 4.4. Easement for Use of Common Facilities.

- (a) Grant of Easement and Reservation of Right. Each unit owner and each person lawfully residing in a dwelling unit located on any portion of the additional land described in Exhibit A is hereby granted a non-exclusive easement for access to and use and enjoyment of the amenities and grounds, driveways and parking facilities constituting a portion of the common elements (other than any limited common elements or Reserved Common elements) of the Condominium and for access to the owner's unit ("Common Facilities").
- (b) Extent of Easement. The easement created hereby shall be subject to the following:
- (1) the right of the Unit Owners Association to charge guests reasonable admission and other fees for the use of the Common Facilities;
- (2) all rights reserved to the Declarant, including the right of the Declarant prior to the termination of the Declarant Control Period to grant and reserve easements and rights-of-way through, under, over and across the Common Facilities, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, television reception and other utilities; and

- (3) the right of the Association to adopt rules and regulations governing the use of the Common Facilities, including parking regulations.
- (c) <u>Delegation of Use</u>. Any person having the right to use the Common Facilities may delegate such right to the members of such person's household, tenants who reside on the Land and additional land and to such other persons as may be permitted by the Association
- (d) Rights to Use. Each person having the right to use the Common Facilities and each person to whom such right has been delegated shall comply with the rules and regulations regarding such use, as such rules and regulations may be established and amended from time to time by the Board of Directors. Such rights to use may be suspended upon failure of a unit owner to pay condominium assessments, whether such unit owner owns a unit in the same or in an adjacent condominium, upon failure to comply with such rules and regulations or upon failure of a tenant (other than in a condominium unit) to pay rent to the landlord of the unit in which such tenant resides.
- Section 4.5. Easement to Facilitate Expansion. The Declarant reserves a transferable easement over and on the common elements for the purpose of making improvements on the Land and additional land pursuant to the provisions of the condominium instruments and the Condominium Act, and for the purpose of doing all things reasonably necessary and proper in connection therewith.
- Section 4.6. Development Plan and Proffer Amendments. If any modification or amendment to the final development plan or zoning proffers is sought and the signatures of the unit owners or the officers of the Unit Owners Association are required therefor, then: (i) during the Declarant Control Period the Declarant (through an authorized representative) and (ii) after the Declarant Control Period the President of the Unit Owners Association (or other authorized agent designated by the Board of Directors) shall have the irrevocable power to act as attorney-in-fact for the unit owners and the Unit Owners Association (or other authorized agent designated by the Board of Directors) shall have the irrevocable power to act as attorney-in-fact for the unit owners to receive any notices which may be required in connection with any such modification or amendment.

ARTICLE 5

AMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENT

This Declaration may be amended as provided in the Condominium Act, as amended from time to time. No amendment of the Declaration may be made without the prior written approval of the required percentage of Mortgagees where such approval is provided for in Sections 8.5 and 10.2 of the Bylaws or where such approval is required elsewhere in the condominium instruments or by the Condominium Act.

ARTICLE 6

DEVELOPMENT OPTIONS

- Section 6.1. Convertible Land. The Declarant may designate as convertible land all or any portion of the additional land at any time all or any portion of the additional land is submitted to the Condominium Act. All of the reservations and the assurances set forth in Sections 6.2 and 6.3 of this Article shall apply to the convertible land; provided, however, that at such time as the convertible land created from the additional land is completely converted, the maximum number of units on such convertible land as an aggregate will be no more than 68 or 50 units per acre, and the maximum number of limited common elements within such convertible land as an aggregate will be 10,000. The conversion of such convertible land shall be made pursuant to section 55-79.61 of the Condominium Act.
- Section 6.2. Contraction of the Condominium. The Declarant hereby reserves an option until the tenth anniversary of the recordation of this Declaration to contract the Condominium from time to time in compliance with subsection 55-79.54D and section 55-79.64 of the Condominium Act without the consent of any unit owner or Mortgagee. The option to contract may be terminated prior to such anniversary only by the Declarant recording an instrument relinquishing such option. The Declarant reserves the right to withdraw any or all portions of the withdrawable land at any time, at different times, in any order, without limitation; provided, however, that the withdrawable land shall not exceed the area described on Exhibit A. There are no other limitations on the option to contract.

Section 6.3. Expansion of the Condominium.

- (a) Reservation. The Declarant hereby reserves an option until the seventh anniversary of the recordation of this Declaration to expand the Condominium from time to time in compliance with subsection 55-79.54C and section 55-79.63 of the Condominium Act without the consent of any unit owner or Mortgagee. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an instrument relinquishing such option. The Declarant reserves the right to add any or all portions of the additional land at any time, at different times, in any order, without limitation; provided, however, that the additional land shall not exceed the area described on Exhibit A. There are no other limitations on the option to expand except as set forth in this Article.
- (b) <u>Assurances</u>. The Declarant makes no assurances as to location of improvements on the additional land. At such time as the Condominium is expanded, the maximum number of units on the portion of additional land added to the Condominium will not exceed 68. The maximum number of units on any portion of the additional land added to the Condominium shall not exceed 50 units per acre. Moreover, the maximum number of units in the Condominium as a whole shall never exceed 50 units per acre. The maximum percentage of the aggregate land and floor area of all units that may be created on the additional land that may be occupied by units not restricted exclusively to residential use, if such additional land is added to the Condominium, is zero percent. The Declarant makes no assurances as to what

improvements may be constructed on the additional land. No assurances are made by the Declarant as to the size or type of units that may be created in the future on the additional land, but any units constructed on the additional land will be substantially identical to those constructed on the submitted land when added to the Condominium. No assurances are made as to quality of construction, principal materials used and architectural style of structures erected on any portion of the additional land. The Declarant reserves the right to designate common elements therein which may be subsequently assigned as limited common elements. Declarant makes no assurances as to type, size or maximum number of such common elements or limited common elements. The allocation of Common Element Interests in the additional land shall be computed as required by subsection 55-79.56B of the Condominium Act on the basis of par value. The Declarant reserves the right to modify its development plan and the right to stop development of units or common elements at any stage prior to annexation of necessary additional land, if the Declarant determines that market conditions so warrant or that the additional land should be put to other uses or sold. If the Declarant does not add, or adds and then subsequently withdraws any portion of the additional land, the Declarant shall nevertheless have the right to construct all or any portion of any building on the additional land and operate the same without restriction.

Section 6.4. Convertible Space. The Declarant may designate as convertible space all or any portion of the buildings on the additional land when added to the Condominium. The conversion of such convertible space shall be made pursuant to section 55-79.62 of the Condominium Act.

ARTICLE 7

RIGHT TO LEASE OR SELL UNITS

The Declarant shall own in fee simple each condominium unit to which legal title is not conveyed or otherwise transferred to another person. The Declarant retains the right to enter into leases with any persons for the occupancy of any of the units owned by the Declarant.

ARTICLE 8

NO OBLIGATIONS

Nothing contained in the condominium instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any improvements except to the extent required by the Condominium Act.

ARTICLE 9

TERMINATION

The Condominium may be terminated as provided in the Condominium Act, as amended from time to time. No termination shall be effective without the prior approval of the required

percentage of Mortgagees or units owners where such approval is provided for in Section 10.2 of the Bylaws.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed by an authorized member of the company.

> BASHEER/EDGEMOORE-POTOMAC CREST, L.L.C., a Virginia limited liability company

Basheer-Potomac Crest, L.L.C., By:

a Virginia limited liability company

Member

Title: President

COMMONWEALTH OF VIRGINIA)

) SS:

COUNTY OF FAIRFAX

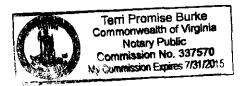
The foregoing instrument was acknowledged before me on December 13, 2012, by Diane Cox Basheer as President of Basheer-Potomac Crest, L.L.C., Member of Basheer/Edgemoore-Potomac Crest, L.L.C., on behalf of the company.

[SEAL]

Notary Public

My commission expires:

Notary Registration No.:



#1373045v4 Declaration Potomac Crest Condo 47412/00007



Description of Submitted Land

Phase 1
Potomac Crest Condominium
Occoquan Magisterial District
Prince William County, Virginia
April 14, 2011

Commencing at a point in the westerly right-of-way line of Occoquan Road – Route 258, a variable width right-of-way, said point being the southeasterly corner of the land of Basheer/Edgemoore Potomac Crest LLC as recorded as instrument No. 201103110021141 and in the northerly line of the land of Aeromaritime Investment Company as recorded as instrument No. 200810010094551;

Thence, departing said right-of-way line of Occoquan Road – Route 258, a variable width right-of-way and the said land of Aeromaritime Investment Company and through the said land of Basheer/Edgemoore Potomac Crest LLC, N 76°01'15" W a distance of 456.17 feet to a point in the northerly line of the land of McDonalds Corporation as recorded in Deed Book 1431 Page 1811, said point being the true point of beginning.

Thence, with the said northerly line of the land of McDonalds Corporation, N 58°25'23" W a distance of 64.64 feet to a point:

Thence, departing the said land of McDonalds Corporation and through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC the following (4) four courses:

- 1. N 19°38'55" W a distance of 83.38 feet to a point;
- 2. N 70°21'05" E a distance of 155.37 feet to a point;
- 3. S 22°52'34" E a distance of 126.81 feet to a point;
- 4. S 66°59'30" W a distance of 122,24 feet to the true point of beginning.

Containing 19,830 square feet or 0.45524 acres more or less

9



Phase 2 Potomac Crest Condominium Occoguan Magisterial District Prince William County, Virginia April 14, 2011

Commencing at a point in the westerly right-of-way line of Occoquan Road - Route 258, a variable width right-of-way, said point being the southeasterly corner of the land of Basheer/Edgemoore Potomac Crest LLC as recorded as Instrument No. 201103110021141 and in the northerly line of the land of Aeromaritime Investment Company as recorded as Instrument No. 200810010094551;

Thence, departing said right-of-way line of Occoquan Road - Route 258, a variable width rightof-way and the said land of Aeromaritime Investment Company and through the said land of Basheer/Edgemoore Potomac Crest LLC, N 41°17'45" W a distance 278.45 feet to the southwesterly corner of the land of Youssef Eagle Essakl as recorded as Instrument No. 200407290128377, said point being the true point of beginning.

Thence, departing the said land of Youssef Eagle Essakl and through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC the following (5) five courses:

- 1. S 07°20'06" E a distance of 137.71 feet to a point;
- 2. S 76°39'14" W a distance of 40.22 feet to a point:
- with a curve to the right having a central angle of 54°58'51", a radius of 115.50 feet, an arc distance of 110.83 feet, and a chord length of 106.63 feet, which bears N 50°22'00' W to a point;
- 4. N 22°52'34" W a distance of 89.67 feet to a point;
- 5. N 66°24'44" E a distance of 127.60 feet to a point, said point being in the westerly line of the aforementioned land of Youssef Eagle Essakl;

Thence, with the said westerly line of the land of Youssef Eagle Essakl, S 21°08'36" E a distance of 59.86 feet to the true point of beginning.

Containing 19,869 square feet or 0.4561 acres more or less



Phase 3 Potomac Crest Condominium Occoquan Magisterial District Prince William County, Virginia April 14, 2011

Commencing at a point in the westerly right-of-way line of Occoquan Road – Route 258, a variable width right-of-way, said point being the southeasterly corner of the land of Basheer/Edgemoore Potomac Crest LLC as recorded as instrument No. 201103110021141 and in the northerly line of the land of Aeromaritime Investment Company as recorded as instrument No. 200810010094551:

Thence, departing said right-of-way line of Occoquan Road – Route 258, a variable width right-of-way and the said land of Aeromaritime Investment Company and through the said land of Basheer/Edgemoore Potomac Crest LLC, N 56°25'10" W a distance 386.86 feet to the true point of beginning, said point being the southerly corner of the phase herein described.

Thence, continuing through the said land of Basheer/Edgemoore Potomac Crest LUC the following (3) three courses:

- 1. N 22°52'34" W a distance of 133.17 feet to a point;
- 2. with a curve to the right having a central angle of 00°21'39", a radius of 235.50 feet, an arc distance of 1.48 feet, and a chord length of 1.48 feet, which bears N 22°41'44" W to a point;
- 3. N 68°13'49" E a distance of 131.56 feet to a point, said point being in the westerly line of the land of Victor Munoz as recorded as Instrument No. 201001070001551;

Thence, with the said westerly line of the land of Victor Munoz and continuing with the westerly line of the land of Youssef Eagle Essakl as recorded as Instrument No. 200407290128377, S 21°08'36" E a distance of 130.59 feet to a point;

Thence, departing the said land of Youssef Eagle Essakl and through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC, S 66°24'44" W a distance of 127.60 feet to the true point of beginning.

Containing 17,181 square feet or 0.39441 acres more or less

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Phase 4 Potomac Crest Condominium Occoquan Magisterial District Prince William County, Virginia April 14, 2011

Commencing at a point in the westerly right-of-way line of Occoquan Road – Route 258, a variable width right-of-way, said point being the southeasterly corner of the land of Basheer/Edgemoore Potomac Crest LLC as recorded as instrument No. 201103110021141 and in the northerly line of the land of Aeromaritime Investment Company as recorded as instrument No. 200810010094551:

Thence, departing said right-of-way line of Occoquan Road – Route 258, a variable width right-of-way and the said land of Aeromaritime Investment Company and through the said land of Basheer/Edgemoore Potomac Crest LLC, N 47°56'22" W a distance 504.60 feet to the true point of beginning, said point being the southerly corner of the phase herein described.

Thence, continuing through the said land of Basheer/Edgemoore Potomac Crest LLC the following (4) four courses:

- 1. with a curve to the right having a central angle of 02°52'00", a radius of 235.50 feet, an arc distance of 11.78 feet, and a chord length of 11.78 feet, which bears N 21°04'55" W to a point;
- 2. N 19°38'55" W a distance of 117.60 feet to a point;
- 3. with a curve to the left having a central angle of 00°22'14", a radius of 237.50 feet, an arc distance of 1.54 feet, and a chord length of 1.54 feet, which bears N 19°50'02" W to a point:
- 4. N 65°47'33" E a distance of 128.62 feet to a point, said point being in the westerly line of the land of Walter and Zenia Rivas as recorded as Instrument No. 200903160023209;

Thence, with the said westerly line of the land of Walter and Zenia Rivas and continuing with the westerly line of the land of Victor Munoz as recorded as Instrument No. 201001070001551, S 21°08'36" E a distance of 136.31 feet to a point;

Thence, departing the said land of Victor Munoz and through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC, S 68°13'49" W a distance of 131.56 feet to the true point of beginning.

Containing 17,377 square feet or 0.39893 acres more or less



Phase 5 Potomac Crest Condominium Occoquan Magisterial District Prince William County, Virginia April 14, 2011

Commencing at a point in the westerly right-of-way line of Occoquan Road – Route 258, a variable width right-of-way, said point being the southeasterly corner of the land of Basheer/Edgemoore Potomac Crest LLC as recorded as instrument No. 201103110021141 and in the northerly line of the land of Aeromaritime Investment Company as recorded as instrument No. 200810010094551;

Thence, departing said right-of-way line of Occoquan Road – Route 258, a variable width right-of-way and the said land of Aeromaritime Investment Company and through the said land of Basheer/Edgemoore Potomac Crest LLC, N 50°57'22" Wa distance of 557.54 feet to a corner in the southerly line of the land of Association of Occoquan Ridge Condominiums recorded in Deed Book 1364 Page 455, Deed Book 1385 Page 828 and Deed Book 1531 Page 1697, said point being the true point of beginning;

Thence, departing the said land of Association of Occoquan Ridge Condominiums and through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC the following (3) three courses:

- 1. S 19°38'55" E a distance of 89.96 feet to a point;
- 2. S 70°21'05" W a distance of 130.60 feet to a point;
- 3. N 19°38'55" W a distance of 70.19 feet to a point, said point being in the southerly line of the aforementioned land of Basheer/Edgemoore Potomac Crest LLC;

Thence, with the said southerly line of the land of Association of Occoquan Ridge Condominiums the following (3) three courses:

- 1. N 70°27'04" E a distance of 40.19 feet to a point;
- 2. N 19°32'56" W a distance of 20.00 feet to a point;
- 3. N 70°27'04" E a distance of 90.37 feet to the true point of beginning.

Containing 10,959 square feet or 0.25159 acres more or less

13



Phase 6 **Potomac Crest Condominium** Occoquan Magisterial District Prince William County, Virginia April 14, 2011

Commencing at a point in the westerly right-of-way line of Occoquan Road - Route 258, a variable width right-of-way, said point being the southeasterly corner of the land of Basheer/Edgemoore Potomac Crest LLC as recorded as instrument No. 2011031100211/41 and in the northerly line of the land of Aeromaritime Investment Company as recorded as instrument No. 200810010094551;

Thence, departing said right-of-way line of Occoquan Road - Route 258, a variable width rightof-way and the said land of Aeromaritime Investment Company and through the said land of Basheer/Edgemoore Potomac Crest LLC, N 73°51'34" W a distance of 518.15 feet to a point in the northerly line of the land of McDonalds Corporation as recorded in Deed Book 1431 Page 1811, said point being the true point of beginning.

Thence, with the said northerly line of the land of McDonalds Corporation the following (2) two courses:

- 1. N 58°25'23" W a distance of 57.38 feet to a point;
- 2. S 69°58'44" W a distance of 96.56 feet to a point;

Thence, departing the said land of McDonalds Corporation and continuing through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC, N 19°38'55" Wa distance of 109.69 feet to a point, said point being in the southerly line of the land of Association of Occoquan Ridge Condominiums as recorded in Deed Book 1364 Page 455, Deed Book 1385 Page 828 and Deed Book 1531 Page 1697.

Thence, with the said southerly line of the land of Association of Occoquan Ridge Condominiums. N 70°27'04" E a distance of 132.50 feet to a point;

Thence, departing the said land of Association of Occoquan Ridge Condominiums and through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC, S 19°38'55" E a distance of 153.57 feet to the true point of beginning.

Containing 15,269 square feet or 0.35054 acres more or less



Phase 7 Potomac Crest Condominium Occoquan Magisterial District Prince William County, Virginia April 14, 2011

Commencing at a point in the westerly right-of-way line of Occoquan Road – Route 258, a variable width right-of-way, said point being the southeasterly corner of the land of Basheer/Edgemoore Potomac Crest LLC as recorded as instrument No. 201103110021141 and in the northerly line of the land of Aeromaritime Investment Company as recorded as instrument No. 200810010094551:

Thence, departing said right-of-way line of Occoquan Road — Route 258, a variable width right-of-way and the said land of Aeromaritime Investment Company and through the said land of Basheer/Edgemoore Potomac Crest LLC, N 77°31'22" W a distance of 652.76 feet to a point in the northerly line of the land of McDonalds Corporation as recorded in Deed Book 1431 Page 1811, said point being the true point of beginning:

Thence, with the said northerly line of the land of McDonalds Corporation and continuing with the northerly line of the land of KC PROPCO LLC as recorded as instrument No. 200307070122037.

S 69°58'44" W a distance of 138.88 feet to a point;

Thence, departing the land of KC PROPCO LLC and through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC, N 15°56′58″ W a distance of 112.87 feet to a point, said point being in the southerly line of the land of Association of Occoquan Ridge Condominiums as recorded in Deed Book 1364 Page 455, Deed Book 1385 Page 828 and Deed Book 1531 Page 1697.

Thence, with the said southerly line of the land of Association of Occoquan Ridge Condominiums the following (2) two courses:

- 1. with a curve to the left having a central angle of 13°32'37", a radius of 65.29 feet, an arc distance of 15.43 feet, and a chord length of 15.40 feet, which bears N 77°13'23" E to a point;
- 2. N 70°27'04" E a distance of 116.31 feet to a point;

Thence, departing the said land of Association of Occoquan Ridge Condominiums and through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC, S 19°38'55" E a distance of 109.69 feet to the true point of beginning.

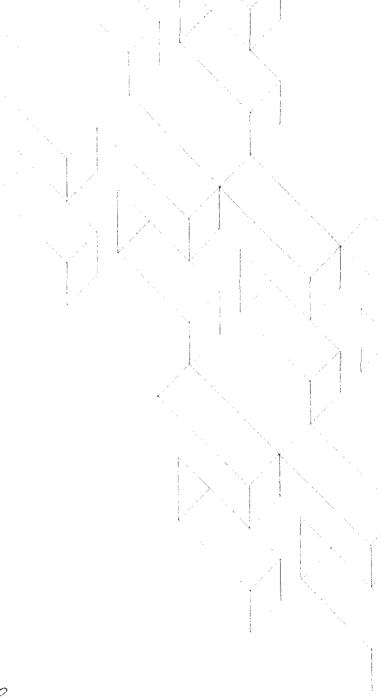
Containing 14,925 square feet or 0.34263 acres more or less

christopher consultants, ltd.

9417 innovation drive mannasas, vrgina 2016 AOIGO

703.393.9887 703.393.9076

fax





Phase 8
Potomac Crest Condominium
Occoquan Magisterial District
Prince William County, Virginia
April 14, 2011

Commencing at a point in the westerly right-of-way line of Occoquan Road – Route 258, a variable width right-of-way, said point being the southeasterly corner of the land of Basheer/Edgemoore Potomac Crest LLC as recorded as instrument No. 201103110021141 and in the northerly line of the land of Aeromaritime Investment Company as recorded as instrument No. 200810010094551:

Thence, departing said right-of-way line of Occoquan Road – Route 258, a variable width right-of-way and the said land of Aeromaritime Investment Company and through the said land of Basheer/Edgemoore Potomac Crest LLC, N 83°03'30" W a distance of 773.50 feet to a point in the northerly line of the land of KC PROPCO LLC as recorded as instrument No. 200307070122037, said point being the true point of beginning;

Thence, with the said northerly and continuing with the westerly line of the land of KC PROPCO LLC, the following (2) two courses:

- 1. S 69°58'44" W a distance of 69.71 feet to a point;
- 2. S 12°18'26" E a distance of 216.41 feet to a point, said point being the northeasterly corner of the land of Donald R. and Sarah S. Ohs as recorded in Deed Book 1259 Page 1428;

Thence, departing the said land of KC PROPCO LLC and with the northerly line of the said land of Donald R. and Sarah S. Ohs, S 68°41'34" W a distance of 15.00 feet to a point, said point being the southeasterly corner of the land of Elysian Woods as recorded in Deed Book 649 Page 383 and Deed Book 675 Page 498;

Thence, departing the said land of Donald R. and Sarah S. Ohs and with the easterly line of the said land of Elysian Woods N 14°44'26" W a distance of 590.67 feet to a point, said point being a corner in the westerly line of the land of Association of Occoquan Ridge Condominiums as recorded in Deed Book 1364 Page 455, Deed Book 1385 Page 828 and Deed Book 1531 Page 1697:

Thence, departing the said land of Elysian Woods and with the said westerly and continuing with the southerly line of the land of Association of Occoquan Ridge Condominiums the following (3) three courses:

- 1. N 70°27'04" E a distance of 19.55 feet to a point;
- 2. S 19°32'56" E a distance of 196.75 feet to a point;
- 3. with a curve to the left having a central angle of 76°27'23", a radius of 65.29 feet, an arc distance of 87.13 feet, and a chord length of 80.80 feet, which bears \$ 57°46'37" E to a point;

Thence departing the said land of Association of Occoquan Ridge Condominiums and through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC, S 15°56'58" E a distance of 112.87 feet to the true point of beginning.

Containing 23,423 square feet or 0.53772 acres more or less



Phase 9 Potomac Crest Condominium Occoquan Magisterial District Prince William County, Virginia April 14, 2011

Commencing at a point in the westerly right-of-way line of Occoquan Road – Route 258, a variable width right-of-way, said point being the southeasterly corner of the land of Basheer/Edgemoore Potomac Crest LLC as recorded as instrument No. 201103110021141 and in the northerly line of the land of Aeromaritime Investment Company as recorded as instrument No. 200810010094551;

Thence, departing said right-of-way line of Occoquan Road – Route 258, a variable width right-of-way and the said land of Aeromaritime Investment Company and through the said land of Basheer/Edgemoore Potomac Crest LLC, N 42°14'56" W a distance of 623.09 feet to the true point of beginning, said point being the southerly corner of the phase herein described.

Thence, continuing through the said land of Basheer/Edgemoore Potomac Crest LLC the following (3) three courses:

- 1. with a curve to the left having a central angle of 24°17'41", a radius of 237.50 feet, an arc distance of 100.71 feet, and a chord length of 99.95 feet, which bears N 32°09'59" W to a point;
- 2. N 44°18'50" W a distance of 32.80 feet to a point;
- 3. N 63°17'30" E a distance of 168.97 feet to a point, said point being in the westerly line of the land of David A. and Laura A. Geyer as recorded in Deed Book 1442 Page 1755;

Thence, with the westerly line of the said land of David A. and Laura A. Geyer and continuing with the westerly line of the land of Janelle N. Buckley and Robert L. Grike as recorded in Deed Book 2898 Page 366 and the westerly line of the land of Walter and Zenia Rivas as recorded in Instrument No. 200903160023209 the following (2) two courses:

- 1. S 17°41'46" E a distance of 128.47 feet to a point;
- S 21°08'36" E a distance of 9.54 feet to a point;

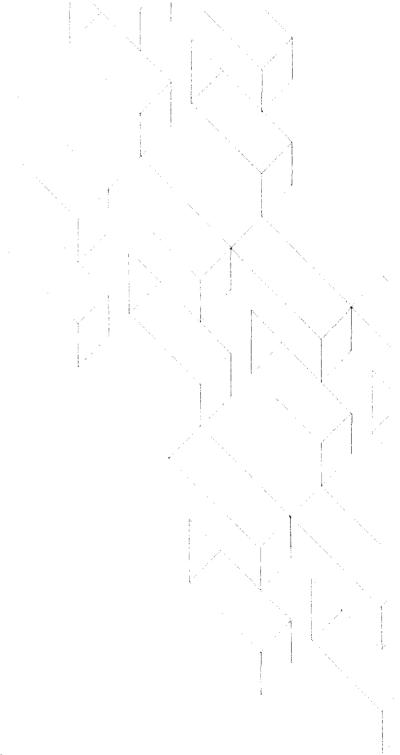
Thence, departing the said land of Walter and Zenia Rivas and through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC, S 65°47'33" W a distance of 128.62 feet to the true point of beginning.

Containing 19,132 square feet or 0.43921 acres more or less

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9417 nelovation deve manussas, virginia 20110 703 393 9887 fax 703 393 9076

web site www.christopherconsultants.com





Phase 10 Potomac Crest Condominium Occoquan Magisterial District Prince William County, Virginia April 14, 2011

Commencing at a point in the westerly right-of-way line of Occoquan Road – Route 258, a variable width right-of-way, said point being the southeasterly corner of the land of Basheer/Edgemoore Potomac Crest LLC as recorded as instrument No. 201103110021141 and in the northerly line of the land of Aeromaritime Investment Company as recorded as instrument No. 200810010094551:

Thence, departing said right-of-way line of Occoquan Road – Route 258, a variable width right-of-way and the said land of Aeromaritime Investment Company and through the said land of Basheer/Edgemoore Potomac Crest LLC, N 41°00'35" W a distance of 754.45 feet to the true point of beginning, said point being the southerly corner of the phase herein described.

Thence, continuing through the said land of Basheer/Edgemoore Potomac Crest LUC the following (3) three courses:

- 1. N 44°18'50" W a distance of 3.81 feet to a point;
- 2. with a curve to the right having a central angle of 24°49'11", a radius of 208.50 feet, an arc distance of 90.32 feet, and a chord length of 89.61 feet, which bears N 31°54'14" W to a point;
- 3. N 19°29'39" W a distance of 10.39 feet to a point, said point being in the southerly line of the land of Association of Occoquan Ridge Condominiums as recorded in Deed Book 1364 Page 455, Deed Book 1385 Page 828 and Deed Book 1531 Page 1697.

Thence, with the said southerly line of the land of Association of Occoquan Ridge Condominiums the following (3) three courses:

- 1. N 70°27'04" E a distance of 20.78 feet to a point;
- 2. N 19°32'56" W a distance of 57.17 feet to a point;
- 3. N 70°27'04" E a distance of 113.85 feet to a point, said point being in the westerly line of the land of William T. Hyden Jr. as recorded in Instrument No. 200501180008218;

Thence, departing the said land of Association of Occoquan Ridge Condominiums and with the westerly and the southerly line of the land of William T. Hyden Jr. the following (2) two courses:

1. S 19°32'56" E a distance of 84.23 feet to a point;

2. N 72°21'14" E a distance of 55.48 feet to a point, said point being a common corner with land of William T. Hyden Jr. as recorded in Instrument No. 20050118000821 and the the land of David A. and Laura A. Geyer as recorded in Deed Book 1442 Page 1755;

Thence, with the westerly line of the said land of David A. and Laura A. Geyer, S 17°41'46" E a distance of 51.46 feet to a point;

Thence, departing the said land of David A. and Laura A. Geyer and through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC, S 63°17 30" W a distance of 168.97 feet to the true point of beginning.

Containing 21,772 square feet or 0.49982 acres more or less





Phase 11
Potomac Crest Condominium
Occoquan Magisterial District
Prince William County, Virginia
April 14, 2011

Beginning at a point in the westerly right-of-way line of Occoquan Road – Route 258, a variable width right-of-way, said point being the southeasterly corner of the land of Basheer/Edgemoore Potomac Crest LLC as recorded as instrument No. 201103110021141 and in the northerly line of the land of Aeromaritime Investment Company as recorded as instrument No. 200810010094551:

Thence, departing the said right-of-way line of Occoquan Road – Route 258, a variable width right-of-way and with the said northerly line of Aeromaritime Investment Company and the northerly line of the land of Geo. H. Rucker Realty Corp. as recorded in Deed Book 1339 Page 961 and the northerly line of the land of McDonalds Corporation as recorded in Deed Book 1431 Page 1811 the following (6) six courses:

- 1. S 77°01'16" W a distance of 57.57 feet to a point;
- 2. S 66°29'56" W a distance of 118.96 feet to a point, said point being the northeasterly corner of the land of Geo. H. Rucker Realty Corp. as recorded in Deed Book 1339 Page 961:
- 3. N 58°44'34" W a distance of 30.84 feet to a point;
- 4. S 77°01'16" W a distance of 45.00 feet to a point:
- 5. N 34°31'15" W a distance of 78.38 feet to a point;
- N 58°25'23" W a distance of 191.14 feet to a point;

Thence, departing the land of McDonalds Corporation and through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC the following (4) four courses:

- 1. N 66°59'30" E a distance of 122.24 feet to a point;
- 2. N 22°52'34" W a distance of 126.81 feet to a point;
- 3. S 70°21'05" W a distance of 24.77 feet to a point;
- 4. N 19°38'55" W a distance of 89.96 feet to a point, said point being a corner in the southerly line of the land of Association of Occoquan Ridge Condominiums as recorded in Deed Book 1364 Page 455, Deed Book 1385 Page 828 and Deed Book 1531 Page 1697:

Thence, with the southerly line of the said land of Association of Occoquan Ridge Condominiums the following (5) five courses:

- 1. N 19°32'56" W a distance of 146.38 feet to a point;
- 2. N 48°08'39" W a distance of 66.78 feet to a point;
- 3. with a curve to the right having a central angle of 24°38'00", a radius of 280.30 feet, an arc distance of 120.51 feet, and a chord length of 119.58 feet, which bears N 31°51'54" W to a point;
- 4. N 19°32'56" W a distance of 5.84 feet to a point;
- 5. N 70°27'04" E a distance of 51.22 feet to a point;

Thence, departing the said land of Association of Occoquan Ridge Condominiums and continuing through the aforementioned land of Basheer/Edgemoore Potomac Crest LLC the following (10) ten courses:

- 1. S 19°29'39" E a distance of 10.39 feet to a point;
- 2. with a curve to the left having a central angle of 24°49 11", a radius of 208.50 feet, an arc distance of 90.32 feet, and a chord length of 89.61 feet, which bears S 31°54'14" E to a point;
- 3. S 44°18'50" E a distance of 36.61 feet to a point;
- 4. with a curve to the right having a central angle of 24°39'55", a radius of 237.50 feet, an arc distance of 102.24 feet, and a chord length of 101.45 feet, which bears \$ 31°58'52" E to a point;
- 5. S 19°38'55" E a distance of 117.60 feet to a point;
- 6. with a curve to the left having a central angle of 03°13'39", a radius of 235.50 feet, an arc distance of 13.26 feet, and a chord length of 13.26 feet, which bears S 21°15'44" E to a point;
- 7. S 22°52'34" E a distance of 222.84 feet to a point;
- 8. with a curve to the left having a central angle of 54°58'51", a radius of 115,50 feet, an arc distance of 110.83 feet, and a chord length of 106.63 feet, which bears \$ 50°22'00" E to a point;
- 9. N 76°39'14" E a distance of 40.22 feet to a point;
- 10. N 07°20'06" W a distance of 137.71 feet to a point, said point being the southwesterly corner of the land of Youssef Eagle Essakl as recorded as instrument No. 200407290128377;

Thence, with the southerly line of the said land of Youssef Eagle Essakl, N 72°46'25" E a distance of 190.00 feet to a point, said point being in the aforementioned westerly right-of-way line of Occoquan Road – Route 258, a variable width right-of-way;

Thence, with the said westerly right-of-way line of Occoquan Road – Route 258, a variable width right-of-way the following (5) five courses:

- 1. with a curve to the right having a central angle of 12°46'12", a radius of 359.10 feet, an arc distance of 80.04 feet, and a chord length of 79.87 feet, which bears S 14°45'29" E to a point;
- 2. with a curve to the right having a central angle of 15°49'15", a radius of 260.75 feet, an arc distance of 72.00 feet, and a chord length of 71.77 feet, which bears \$ 00°27'45" E to a point;
- 3. S 02°12'46" E a distance of 60.17 feet to a point;
- 4. S 76°40'44" W a distance of 16.05 feet to a point;
- 5. S 05°47'44" W a distance of 52.92 feet to the true point of beginning.

Containing 100,481 square feet or 2.30673 acres more or less



TOTAL 260,389 SQ. FT. OR 5.97770 ACRES

AREA TABULATION

ADDITIONAL AND

WITHDRAWABLE LAND

SUBMITTED LAND AND WITHDRAWABLE LAND

PHASE I 19,830 SQ. FT. OR 0.45524 ACRES HEREBY SUBMITTED

SUBMITTED AND

PHASE 2

PHASE 3 PHASE 4

PHASE 5

PHASE 6

PHASE 7

PHASE 8

PHASE 9

PHASE 10

PHASE II

WITHDRAWABLE LAND TOTAL 19,830 SQ. FT. OR 0.45524 ACRES

19,869 SQ. FT. OR 0.45612 ACRES

17,181 SQ. FT. OR 0.39441 ACRES

17,377 SQ. FT. OR 0.39893 ACRES

10,959 SQ. FT. OR 0.25159 ACRES

15,269 SQ. FT. OR 0.35054 ACRES

14,925 SQ. FT. OR 0.34263 ACRES

23,423 SQ. FT. OR 0.53772 ACRES

19,132 SQ. FT. OR 0.43921 ACRES

21,772 SQ. FT. OR 0.49982 ACRES

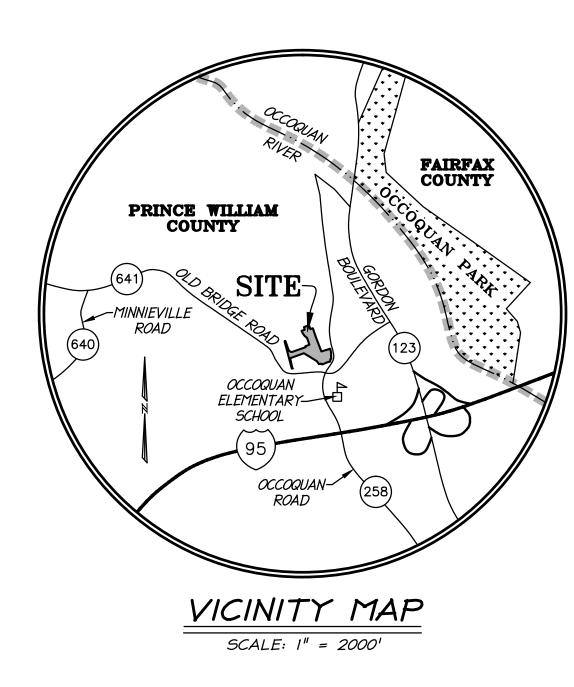
100,481 SQ. FT. OR 2.30673 ACRES

ADDITIONAL AND

WITHDRAWABLE LAND TOTAL 159,908 SQ. FT. OR 3.67097 ACRES

TOTAL

280,219 SQ. FT. OR 6.43294 ACRES



NOTES

- I. THE PARENT GEOGRAPHICAL PARCEL IDENTIFICATION NUMBER FOR THE PROPERTIES SHOWN HEREON IS: GPIN: 8393-61-5607 - INSTRUMENT #201109220077835, ZONE R-16, #12815 LOTTE DRIVE
- 2. CURRENT OWNER: BASHEER/EDGEMOORE POTOMAC CREST LLC, INSTRUMENT #201103110021141
- 3. REPORT OF TITLE FURNISHED BY POTOMAC TITLE AND ESCROW L.C. DATED AUGUST 7, 2012.
- 4. THE PRIVATE STREETS (RENATE DRIVE, LOTTE DRIVE) ARE AN EASEMENT FOR PUBLIC UTILITY, INGRESS-EGRESS, MAINTENANCE OF WATER, SANITARY SEWER AND STORM DRAINAGE UTILITIES AND COUNTY AND OTHER EMERGENCY VEHICLE ACCESS.
- 5. WL DENOTES WITHDRAWABLE LAND.

SURVEYOR'S CERTIFICATE

I, KERRY L. SKINNER, A DULY REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT LABELED SHEETS 1-4 OF EXHIBIT D TO THE DECLARATION FOR POTOMAC CREST CONDOMINIUM IS ACCURATE AND COMPLIES WITH SECTION 55-79.58A OF THE VIRGINIA CONDOMINIUM ACT, AS AMENDED, AND THAT IMPROVEMENTS SHOWN THEREON FOR PHASE I ARE SUBSTANTIALLY COMPLETED.

DATE

KERRY L. SKINNER

NO. 1593



christopher consultants engineering - surveying - land planning



EASEMENTS OMINING EXISTING MITHDRAMAL

SCALE: N/A

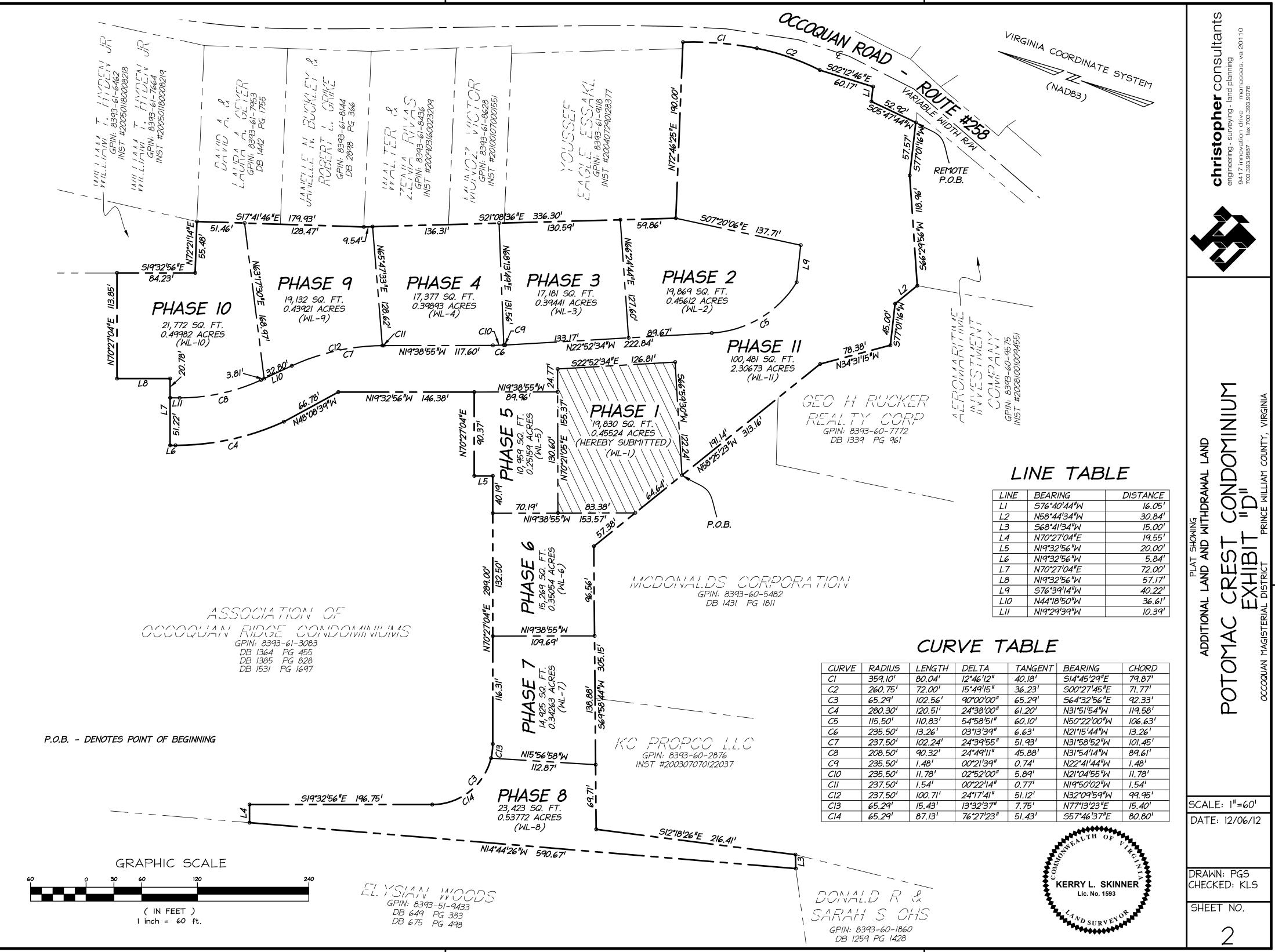
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ADDITION

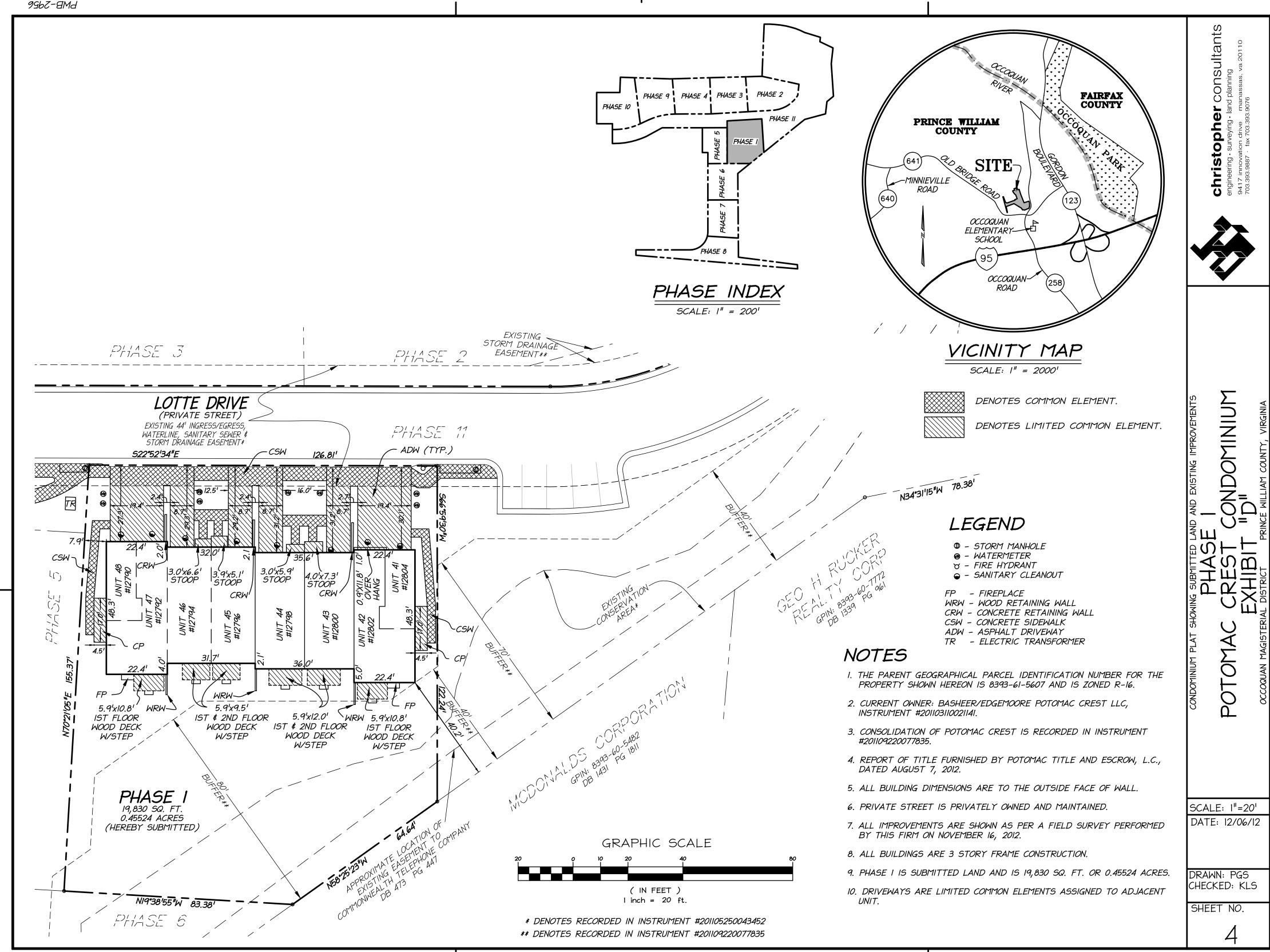
DATE: 12/06/12 REV:

DRAWN: PGS CHECKED: KLS

SHEET NO.



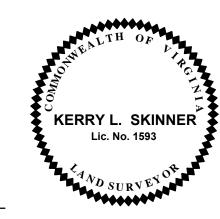
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DATE: 12/06/12

SURVEYOR'S CERTIFICATE

I, KERRY L. SKINNER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PLAN LABELED SHEETS 1-3 OF EXHIBIT E TO THE DECLARATION FOR POTOMAC CREST CONDOMINIUM IS ACCURATE AND COMPLIES WITH SECTION 55-79.58B OF THE VIRGINIA CONDOMINIUM ACT, AS AMENDED, AND THAT UNITS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE.



DATE

KERRY L. SKINNER NO. 1593

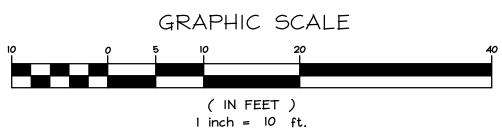


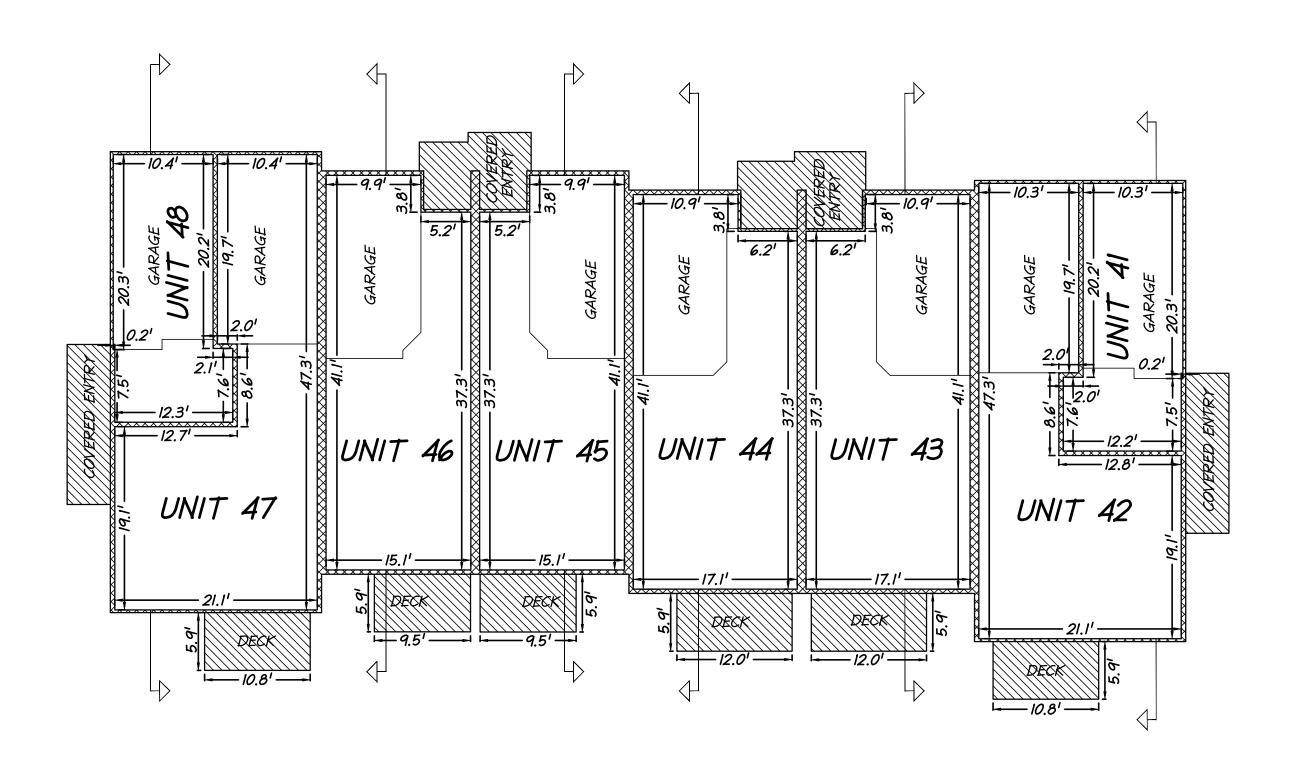
DENOTES COMMON ELEMENT

DENOTES LIMITED COMMON ELEMENT

NOTES:

- I. THE DIMENSIONS SHOWN HEREON ARE MEASURED FROM THE BACK SURFACE OF THE WALLBOARD OF ALL WALLS BOUNDING THE UNIT. THE UNIT ALSO INCLUDES ALL WINDOWS AND EXTERIOR DOORS.
- 2. ALL ELEVATIONS ARE BASED ON U.S.G.S. DATUM.

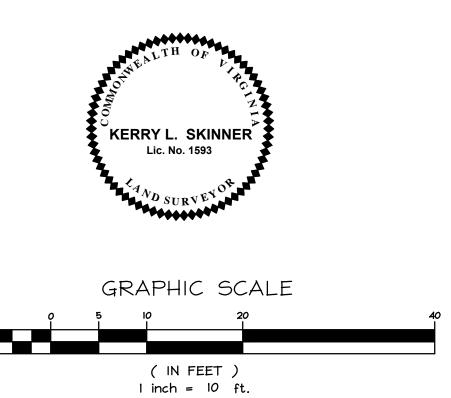




FIRST FLOOR

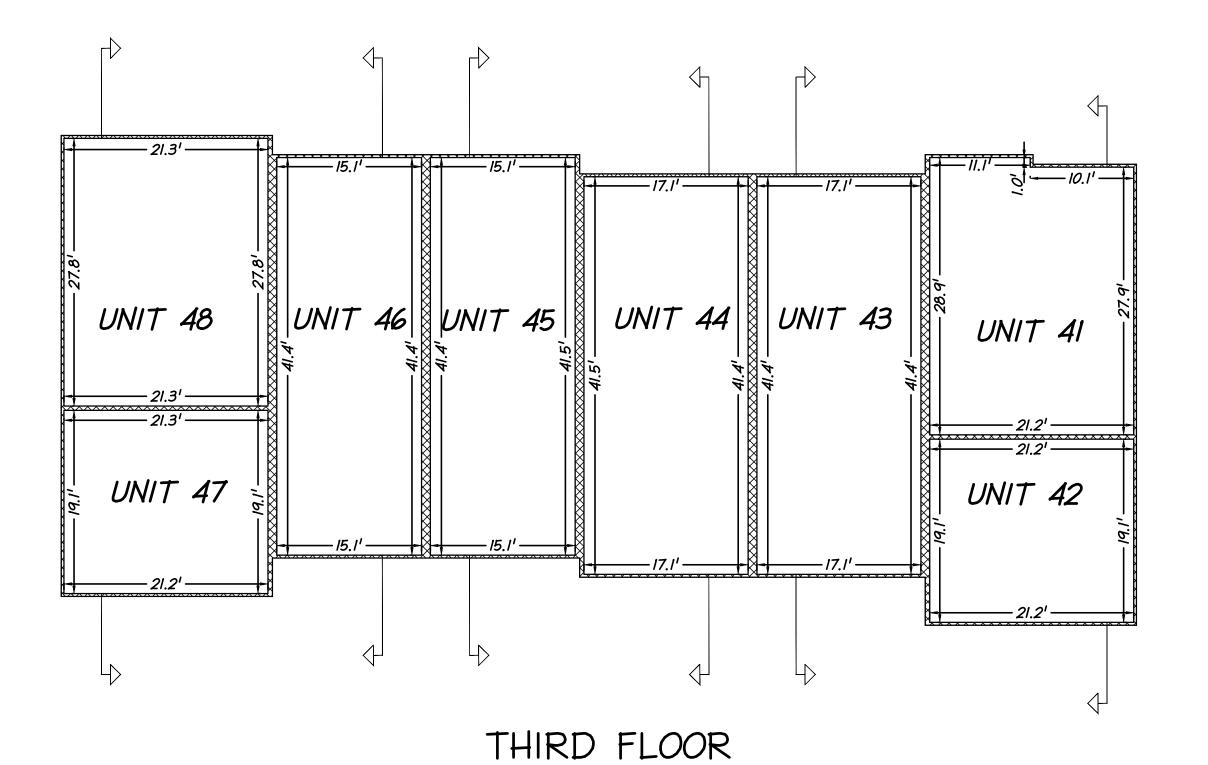
SECOND FLOOR





DENOTES COMMON ELEMENT

DENOTES LIMITED COMMON ELEMENT



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PWB-2957

SCALE: 1"=101

DATE: 12/06/12

DRAWN: PGS CHECKED: KLS

SHEET NO.

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GARAGE FLOOR ELEVATION = 121.38

UNIT 42

GARAGE FLOOR ELEVATION = 121.37

UNIT 43

GARAGE FLOOR ELEVATION = 123.37

UNIT 44

GARAGE FLOOR ELEVATION = 123.37

UNIT 45

GARAGE FLOOR ELEVATION = 125.38

UNIT 46

GARAGE FLOOR ELEVATION = 125.39

UNIT 47

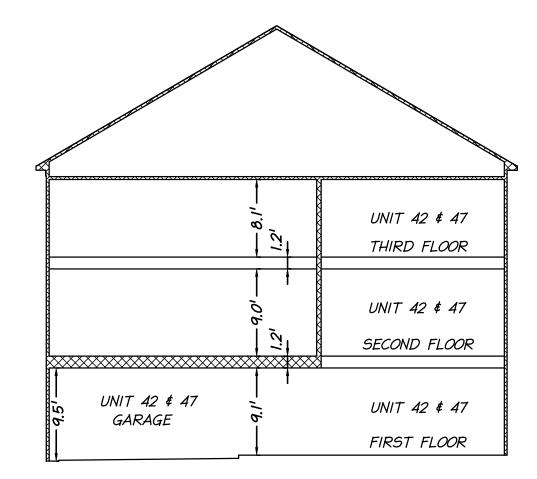
GARAGE FLOOR ELEVATION = 127.37

UNIT 48

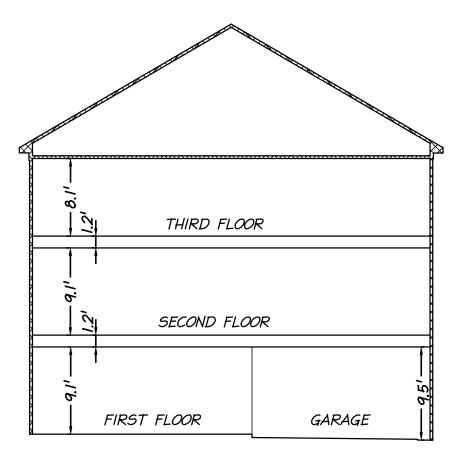
GARAGE FLOOR ELEVATION = 127.37

GRAPHIC SCALE

(IN FEET) 1 inch = 10 ft.



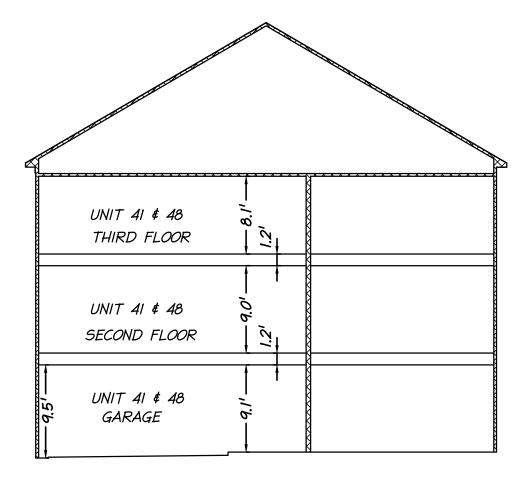
UNIT 42 \$ 47 (END UNITS)



UNIT 43 \$ 44 (18' UNITS)

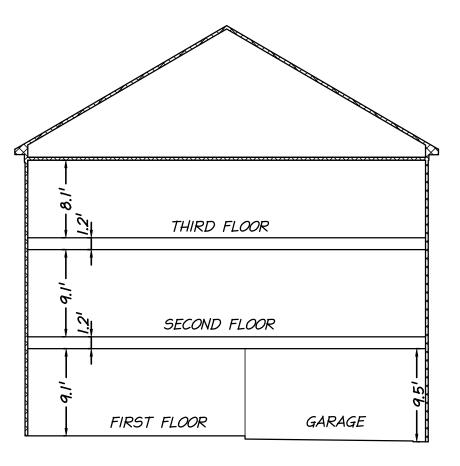


DENOTES COMMON ELEMENT



UNIT 41 \$ 48 (END UNITS)

THE AREA BETWEEN THE BACK OF SURFACE OF THE CEILING WALLBOARD OF GARAGE UNITS 41 \$ 48 AND THE SECOND FLOOR SUBFLOOR OF UNITS 42 \$ 47 ARE COMMON ELEMENTS AND CANNOT BE GRAPHICALLY SHOWN.



UNIT 45 \$ 46 (16' UNITS)



DATE: 12/06/12

DRAWN: PGS CHECKED: KLS SHEET NO.

SCALE: 1"=101

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