

Prepared by:
Equity Homes
11200 Waples Mill Road
Suite 360
Fairfax, Virginia 22030

Morningside

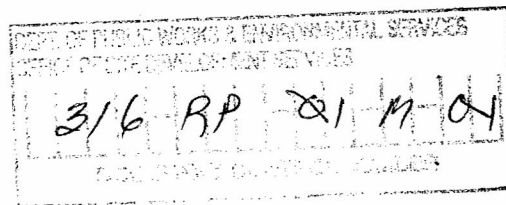
Tax Map # 59-3 --01 -0004 E 59-3-07-
00037

THIS DEED OF SUBDIVISION, DEDICATION, EASEMENT AND CONVEYANCE is made and entered into this 20TH day of MARCH, 2002, by and between EQUITY HOMES, L.P., a Virginia limited partnership ("Owner") Grantor and Grantee; ANN MARIE POWERS & ALAN G. DREWER, Trustees of record ("Trustee(s)", Grantor; FIRST HORIZON HOME LOAN CORPORATION, a Kansas Corporation ("Beneficiary"), Grantor; MORNINGSIDES HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation, ("Association"), Grantee; GARY M. GREENBAUM, an individual ("Greenbaum"), Grantee; THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic (the "County"), Grantee; THE FAIRFAX COUNTY WATER AUTHORITY, a body corporate and politic ("Authority"), Grantee.

WITNESSETH:

WHEREAS, the Owner is the owner of certain real property situate in Fairfax County, Virginia (the "Property"), as shown on the plat attached hereto and incorporated herein by this reference, Plat # B-2203, dated September 19, 2001, and revised through November 16, 2001, entitled "Final Subdivision Plat Morningside" and prepared by Christopher Consultants (the "Plat"), having acquired the Property by deed recorded in Deed Book 12074 at Page 836, among the land records of Fairfax County, Virginia ("Land Records"); and

WHEREAS, the Property is subject to the lien of a certain Deed of Trust recorded in Deed Book 12074 at Page 841, among the Land Records, wherein the property was conveyed to



the Trustee(s), in trust, to secure the repayment of a certain indebtedness payable unto Beneficiary, as more specifically set forth therein; and

WHEREAS, it is the desire and intent of the Owner to subdivide a portion of the Property and to dedicate, grant, and convey a portion of the Property for public street purposes in accordance with this Deed and the Plat; and

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the County and the Authority the easements in the locations as shown on the Plat; and

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the Association and Greenbaum, portions of the Property in accordance with this Deed and in the locations as shown on the Plat; and

SUBDIVISION OF PROPERTY

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged the Owner together with the Trustee(s), as authorized to act by the Beneficiary, as shown by their execution hereof, do hereby re-subdivide the Property, into Lots 1 thru 12, inclusive, Morningside, containing approximately 458,166 square feet in the aggregate, Parcel "A", containing approximately 40,196 square feet in the aggregate, Parcel "B", containing approximately 18,776 square feet in the aggregate, and Outlot "A", containing approximately 233 square feet in the aggregate, all as further shown on the Plat.

DEDICATION OF PUBLIC STREETS

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Owner together with the Trustee(s), as authorized to act by the Beneficiary, as shown by their execution hereof, do

hereby dedicate to public street purposes and convey to the County, in fee simple, the 65,894 square feet of the Property labeled on the Plat as "HEREBY DEDICATED FOR PUBLIC STREET PURPOSES." This dedication is made in accordance with the statutes made and provided therefore, as shown on the Plat.

STORM DRAINAGE EASEMENT

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Storm Drainage Easement(s) for the purposes of constructing, operating, maintaining, adding or altering present or future storm drainage facilities, sewers and appurtenances for the collection of storm drainage and its transmission through and across the Property, said Easement(s) being more particularly bounded and described as storm drainage easement(s) or storm water management easement(s) on the Plat attached hereto and incorporated herein. The easements are subject to the following conditions:

1. All storm drainage and appurtenant facilities which are installed in the easements and right(s)-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents and assigns shall have full and free use of the easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-of-way and the right to use adjoining land of the Owner where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easements being conveyed which are deemed by it to interfere with the proper construction, operation and maintenance of said drainage facilities; provided, however, that the County, at its own expense, shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to make any use of the easement(s) which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement(s) by the County for the purposes named; provided, however, that no use shall be made of the easement(s) which shall interfere with the natural drainage.

SANITARY SEWER EASEMENT

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Sanitary Sewer Easement(s) for the purpose of constructing, operating, maintaining, adding or altering present or future sanitary lines, plus necessary inlet structures, manholes, and appurtenant facilities for the collection of sanitary sewage and its transmission through and across the Property, said Easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement(s) are subject to the following conditions:

1. All sewers, manholes, inlet structures and appurtenant facilities which are installed in the easement(s) and right(s)-of-way shall be and remain the property of the County,

its successors and assigns.

2. The County and its agents and assigns shall have full and free use of the easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-of-way including the right of access to and from the right(s)-of-way and the right to use adjoining land of the Owner where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easement(s) being conveyed deemed by it to interfere with the proper construction, operation and maintenance of said sewers; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the re-seeding or re-sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to construct and maintain roadways over the easement(s) and to make any use of the easement(s) which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement(s) by the County for the purposes named; provided, however that the Owner shall not erect any building or structure, except a fence, on the easement(s) without the prior written approval of the County.

WATER AUTHORITY EASEMENT

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the Authority, its successors and assigns, easements and rights-of-way for the purposes of constructing, operating, maintaining, adding to or altering and replacing one or more present or future water mains, including fire hydrants, valves, meters, building service connections, and other appurtenant facilities for the transmission and distribution of water through, upon, and across the Property, said easement(s) and rights-of-way being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easements are subject to the following conditions:

1. All water mains and appurtenant facilities which are installed in the easements and right(s)-of-way shall be and remain the property of the Authority, its successors and assigns.
2. The Authority and its agents and assigns shall have full and free use of said easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-of-way including the right to use adjoining land when necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance; and further, this right shall not be construed to allow the Authority to erect any building, structure or facility of a permanent nature on such adjoining land.
3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or adjoining the easements being conveyed,

deemed by it to interfere with the proper and efficient construction, operation and maintenance of said water mains and appurtenant facilities; provided, however, that the Authority at its own expense shall restore, as nearly as possible, to their original condition all land or premises included within or adjoining said easement which are disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement and repair of roads, parking areas and sidewalks, the replacement of fences, the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery and the replacement of structures and other facilities located within the easement, but shall not include the replacement of trees or the replacement of other structures and other facilities located within the easement.

4. The Owner reserves the right to construct and maintain roadways, parking areas, sidewalks, and walkways over said easement and to make any use of the easement(s) herein which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement(s) by the Authority for the purposes named; provided, however, that the Owner shall not erect any building or other structure, except a fence, or change existing ground elevation or impound any water on the easements without obtaining the prior written approval of the Authority.

5. At such time as any portion of the land within the easements herein granted is accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by the Authority by this instrument in such portion of land shall cease and terminate, provided that the Commonwealth of Virginia or any appropriate agency thereof concurrently grants to the Authority all necessary permits for the

continued operation, maintenance, inspection, repair and replacement of its water mains and appurtenant facilities in said location.

6. The Owner covenants that it is seized of and has the right to convey said easements, rights and privileges, that the Authority shall have quiet and peaceable possession, use and enjoyment of the easements, rights and privileges, and that the Owner shall execute such further assurances thereof as may be required.

SIGHT DISTANCE EASEMENT

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant to the County, its successors and assigns, Sight Distance Easement(s) through and across the Property, said Easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The Easement is subject to the following terms and conditions:

1. The Owner, its successors and assigns, shall not place any structure, plant or object within the easement more than two feet in height.
2. The Owner, its successors and assigns, agree to cut and trim all plants in order to maintain the height limit. The County shall have the right, but not the obligation, to enter the property in order to maintain the height limit if the Owner fails to do so at any time. The cost of such work shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.
3. The Owner reserves the right to make any use of the Property that will not be inconsistent with the easement.

4. The Owner agrees that the agreements and covenants stated in this Deed are not covenants personal to the Owner but are covenants running with the land which are and shall be binding upon the Owner, its heirs, personal representatives, successors and assigns.

ACCESS EASEMENT

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Maintenance Access Easement(s) for the purpose of ingress and egress by County Maintenance Vehicles through and across the Property, as more particularly bounded and described as "Storm Water Management Access Easement" on the Plat attached hereto and incorporated herein. The easement(s) are subject to the following terms and conditions:

1. All facilities installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.
2. The County and its agents shall have full and free use of the easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the right(s)-of-way and right to use the adjoining land where necessary; provided, however, that this right to use the adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.
3. The County shall have the right to trim, cut and remove trees, shrubbery, fences,

4. The Owner agrees that the agreements and covenants stated in this Deed are not covenants personal to the Owner but are covenants running with the land which are and shall be binding upon the Owner, its heirs, personal representatives, successors and assigns.

ACCESS EASEMENT

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, Maintenance Access Easement(s) for the purpose of ingress and egress by County Maintenance Vehicles through and across the Property, as more particularly bounded and described as "Storm Water Management Access Easement" on the Plat attached hereto and incorporated herein. The easement(s) are subject to the following terms and conditions:

1. All facilities installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the right(s)-of-way and right to use the adjoining land where necessary; provided, however, that this right to use the adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences,

mowing, cutting and/or trimming all permitted plantings. The County shall have the right, but not the obligation, to enter the property in order to perform such maintenance if, in the County's sole judgement, the Owner fails to perform such maintenance. The costs of such maintenance shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

3. No clearing or grading shall be permitted, and the easement area shall not be denuded, defaced or otherwise disturbed in any manner, without prior written approval of the appropriate agency or department of Fairfax County. The Owner otherwise reserves the right to make any use of the easement area that will not be inconsistent with the terms and conditions of this easement.

4. This easement does not constitute a covenant personal but is a covenant running with the land which is and shall be binding on the Owner, its heirs, personal representatives, successors and assigns.

CONVEYANCE OF PARCELS

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Owner does hereby grant, bargain, sell and convey unto the Association, with Special Warranty of Title, Parcel "A", and unto Greenbaum, with Special Warranty of Title, Parcel "B", all as further shown on the Plat attached hereto and incorporated herein by reference.

This conveyance is made subject to conditions, restrictive covenants, agreements, right(s)-of-way and easements contained in the Deed forming the chain of title to this property.

This conveyance is made subject to the further condition and restriction that Parcel "A" and Parcel "B" shall not be denuded, defaced, or otherwise disturbed in any manner at any time

without the approval of the appropriate county department.

The Owner covenants that the Owner has the right to convey the herein described property to the Association and to Greenbaum; that the Owner has done no act to encumber the same; that the Association and Greenbaum shall have quiet and peaceable possession thereof; free from any claim of any persons whomsoever; and that the Owner will execute such further assurances of title thereto as may be requisite and necessary.

THIS DEED FURTHER WITNESSETH that, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Trustee(s), as authorized to act by the Beneficiary, as shown by their execution herein, do hereby release and discharge from the lien of the Deed of Trust those portions of the Property dedicated for public street purposes, Parcel "A" and Parcel "B" as shown on the Plat, and do hereby consent to and subordinate the lien of the Deed of Trust to the easements granted herein as shown on the Plat.

TO HAVE AND TO HOLD that portion of the Property dedicated for public street purposes, Parcel "A" and Parcel "B" unto the Owner, its successors and assigns, fully released and discharged from the lien and operation of the Deed of Trust.

It is expressly understood that the release of the portion of the Property described from the above lien of the Deed of Trust and the subordination of the lien of the Deed of Trust to easements granted herein as more particularly bounded and described on the Plat shall not affect in any way the lien of the Deed of Trust upon the other land conveyed thereby and not released hereby or subject to said easements, and the Deed of Trust shall remain in full force and effect and to the land conveyed thereby and not released hereby, subject to said subordination.

This agreement maybe executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

The headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Deed or the intent of any provision thereof.

THIS DEED OF SUBDIVISION, DEDICATION, EASEMENT AND CONVEYANCE is made in accordance with the statutes made and provided in such cases, with the approval of the proper authorities of Fairfax County, Virginia, as shown by the signature affixed to the Plat attached hereto, and is in accordance with the free consent of the Owner, the Trustee(s), and proprietor of the Property embraced within the bounds of said subdivision.

WITNESS the following signatures:

EQUITY HOMES, L.P.,
a Virginia limited partnership

By: Equity Homes, Inc.,
Its General Partner

By: 
Name: Peter Hazeloop
Title: President

Commonwealth/State of Virginia
City/County of Fairfax, to-wit:

The foregoing instrument was acknowledged before me by Peter Hazeloop
as President of EQUITY HOMES, L.P., this 20 day of March,
2002.


Notary Public

My commission expires: 10-31-04

ANN MARIE POWERS,
Trustee of Record

Ann Marie Powers

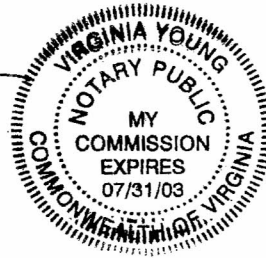
ALAN G. DREWER,
Trustee of Record

Alan G. Drewer

Commonwealth/State of Virginia
City/County of Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 21 day of March,
2002, by Ann Marie Powers as Trustee.

Virginia Young
Notary Public



My commission expires: _____

Commonwealth/State of Virginia
City/County of Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 21 day of March,
2002, by Alan G. Drewer as Trustee.

Virginia Young
Notary Public



My commission expires: _____

FIRST HORIZON HOME LOAN CORPORATION,
Beneficiary

By: [Signature]
Name: ALAN DREWEL
Title: SENIOR VICE PRESIDENT

Commonwealth/State of Virginia
City/County of Fairfax, to-wit:


The foregoing instrument was acknowledged before me this 21 day of March,
2002, by Alan Drewel as Senior Vice President of
FIRST HORIZON HOME LOAN CORPORATION.

Virginia Young
Notary Public

My commission expires: _____



MORNINGSIDE HOMEOWNERS ASSOCIATION, INC.,
a Virginia non-stock corporation

By: 
Name: Peter Hazelloop
Title: President

Commonwealth of Virginia
City/County of Fairfax, to-wit:

The foregoing instrument was acknowledged before me by Peter Hazelloop
as President of MORNINGSIDE HOMEOWNERS ASSOCIATION, INC. this
25th day of March, 2002.


Notary Public


My commission expires: 9/30/02

GARY M. GREENBAUM,
an individual



Commonwealth of Virginia
City/County of Fairfax, to-wit:

The foregoing instrument was acknowledged before me by GARY M. GREENBAUM
this 26 day of MARCH, 2002.


Notary Public

My commission expires: 9/30/02

Executed and accepted on behalf of the Board of Supervisors of Fairfax County, Virginia, by the authority granted by said Board.


APPROVED AS TO FORM:


Assistant County Attorney


Director, Office of Site Development Services

Commonwealth of Virginia
County of Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 17th day of July, 2002, by Machele Baicker/Jeffrey Blackford Director, Office of Site Development Services, on behalf of the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA.


Notary Public

My commission expires: 06/30/04

BK 13142 0308

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CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING	TANGENT
C1	118.00'	46.50'	22°05'27"	45.21'	S80°27'23"E	23.03'
C2	402.00'	303.40'	43°14'31"	296.25'	S69°52'52"E	159.33'
C3	178.00'	190.99'	61°28'35"	181.96'	S78°59'54"E	106.85'
CA	25.00'	5.60'	12°50'19"	5.59'	N63°50'39"E	2.81'
C5	55.00'	263.82'	274°50'02"	74.43'	S14°50'31"W	50.55'
C6	25.00'	30.81'	70°36'39"	28.90'	N63°02'48"W	17.70'
C7	222.00'	108.67'	28°02'46"	107.59'	N84°19'45"W	55.45'
C8	25.00'	34.48'	79°01'50"	31.81'	S70°10'43"W	20.62'
C9	128.00'	48.96'	21°54'49"	48.64'	S19°42'23"W	24.78'
C10	25.00'	34.24'	78°27'47"	31.62'	S30°28'55"E	20.41'
C11	55.00'	260.43'	271°18'06"	76.09'	S65°56'15"W	53.76'
C12	25.00'	5.60'	12°50'19"	5.59'	N15°10'08"E	2.81'
C13	172.00'	45.78'	21°54'49"	45.38'	N19°42'23"E	33.30'
C14	25.00'	34.90'	79°59'00"	32.13'	N09°19'42"W	20.97'
C15	358.00'	270.19'	43°14'31"	263.82'	N69°52'52"W	141.89'
C16	162.00'	56.11'	19°50'46"	55.83'	N81°34'44"W	28.34'
C17	380.00'	286.79'	43°14'31"	280.03'	S69°52'52"E	150.61'
C18	200.00'	214.59'	61°28'35"	204.45'	S78°59'54"E	118.93'
C19	150.00'	57.37'	21°54'49"	57.02'	S19°42'23"W	29.04'
C20	140.00'	53.98'	22°05'27"	53.64'	S00°27'23"E	27.33'
C21	44.00'	25.09'	32°40'23"	24.75'	N05°36'08"E	12.90'
C22	25.00'	36.82'	04°23'08"	33.58'	N27°15'06"E	22.66'
C23	422.00'	40.01'	05°23'58"	40.00'	S35°16'14"E	20.02'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S42°22'28"E	39.24'
L2	S89°13'06"E	18.36'
L3	S20°04'19"W	13.28'
L4	S00°46'54"W	12.17'
L5	S89°13'06"E	42.08'
L6	S14°14'14"E	72.58'
L7	N27°19'49"E	57.30'

I HEREBY CERTIFY THAT ALL NEILANDS PERMITS
 REQUIRED BY LAW WILL BE OBTAINED PRIOR TO
 COMMENCING ANY LAND DISTURBING ACTIVITIES.
 OWNER/DEVELOPER:

[Signature]
 NAME TITLE

TAX ASSESSM
 IS ZONED R-1.

2. CURRENT
 836.

3. THE PROJ
 COMMUNITY F
 "X", AN AREA
 FLOODPLAIN.

4. PARCEL
 ASSOCIATION.

5. PARCEL
 SECTION 4 P
 PAGE 1464).

6. BOUNDAR
 FIRI, DATED

7. F.C.N.A. 1

8. ENGINEE
 REVIEWED.
 DEPARTMENTE
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 NATURE TO
 POSSIBILITY
 A COPY OF
 DEPARTMENTE

9. OUTLOT
 THE MOR

THIS APPROVAL IS FOR THE
 COMMITMENT TO PROTECT
 PUBLIC SANITARY SEWER

LIGHT ORIGINAL

FINAL PLAT
 RECOMMENDED FOR APPROVAL
 PUBLIC SANITARY SEWER
 SITE REVISIONS
 [Signature]
 DATE 3-16-02
 [Signature]

4-13-02
 [Signature] 2/15/02
 [Signature] 2/15/02

APPROVED
 COUNTY OF FERRIS
 OFFICE OF PERMITS AND ENGINEERING
 PERMITS DIVISION SITE PERMITS SECTION
 STREET ADDRESS FUNCTION
 BY: [Signature]
 DATE: 1/30/02

ref 316-50-01

SHEET INDEX

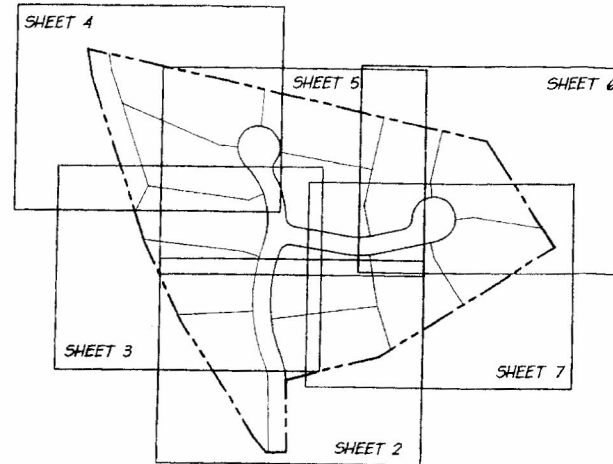
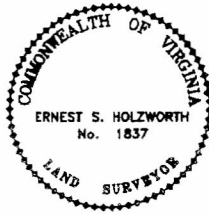
SURVEYOR'S CERTIFICATE

I, ERNEST S. HOLZWORTH A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTY DELINEATED BY THIS PLAT IS NOW IN THE NAME OF EQUITY HOMES, L.P. IN DEED BOOK 12074 PAGE 836 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

I FURTHER CERTIFY THAT THE LAND EMBRACED IN THIS SUBDIVISION LIES ENTIRELY WITHIN THE BOUNDS OF THE ORIGINAL TRACT AND THAT THIS PLAT REPRESENTS AN ACCURATE SURVEY OF THE SAME AND THAT ALL COURSES ARE REFERENCED TO VIRGINIA STATE GRID NORTH IN ACCORDANCE WITH THE REQUIREMENTS OF THE FAIRFAX COUNTY SUBDIVISION ORDINANCE.

GIVEN UNDER MY HAND THIS 16th DAY OF November, 2001.

Ernest S. Holzworth
 ERNEST S. HOLZWORTH



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING	TANGENT
C1	118.00'	45.50'	22°05'27"	45.21'	S80°27'23"E	23.05'
C2	402.00'	303.40'	43°14'31"	296.25'	S69°52'52"E	159.33'
C3	178.00'	190.99'	61°28'35"	181.96'	S78°59'54"E	105.85'
C4	25.00'	5.60'	12°50'19"	5.59'	N63°50'39"E	2.81'
C5	55.00'	263.82'	274°50'02"	74.43'	S14°50'31"W	50.55'
C6	25.00'	30.81'	70°36'59"	28.90'	N63°02'48"W	17.70'
C7	222.00'	108.67'	28°02'46"	107.59'	N84°19'45"W	55.45'
C8	25.00'	34.48'	79°01'50"	31.81'	S70°10'43"W	20.62'
C9	128.00'	48.96'	21°54'49"	48.66'	S19°42'23"W	24.78'
C10	25.00'	34.24'	78°27'47"	31.62'	S30°28'55"E	20.41'
C11	55.00'	260.49'	271°18'16"	76.89'	S65°56'15"W	53.76'

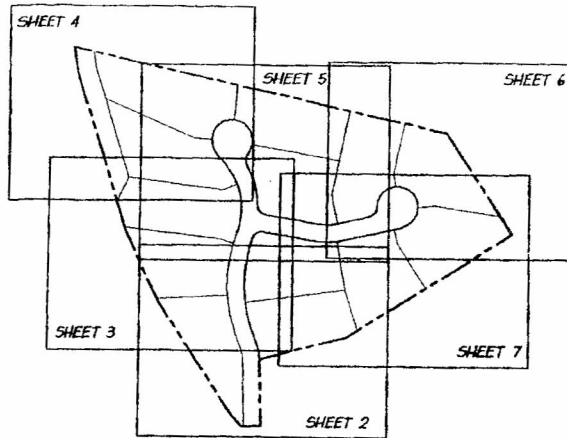
I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.
 OWNER/DEVELOPER:

[Signature]
 NAME TITLE

NOTI

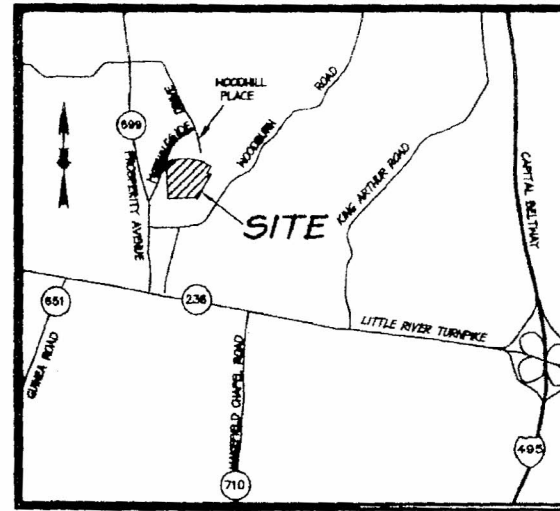
1. THE TAX AS IS ZONE
2. CUR 836.
3. THE COMMON "X", AND FLOOD
4. PA ASSOCI
5. PA SECTION PAGE 1
6. BO FIRM, A
7. "F.C.

SHEET INDEX



I HEREBY CERTIFY THAT ALL WETLANDS PERMITS
 REQUIRED BY LAW WILL BE OBTAINED PRIOR TO
 COMMENCING ANY LAND DISTURBING ACTIVITIES.
 OWNER/DEVELOPER:

[Signature]
 NAME: _____ TITLE: **President**



VICINITY MAP
 SCALE: 1" = 2000'

NOTES:

1. THE PROPERTY SHOWN HEREON IS LOCATED ON FAIRFAX COUNTY TAX ASSESSMENT MAP NO. 059-3-01-0004 AND 059-3-07-0037 AND IS ZONED R-1.
 2. CURRENT OWNER: EQUITY HOMES, L.P. DEED BOOK 12074 PAGE 836.
 3. THE PROPERTY SHOWN HEREON IS LOCATED ON F.E.M.A. MAP COMMUNITY PANEL NO. 515525 0100 D, DATED MARCH 5, 1990, ZONE "X", AN AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
 4. PARCEL "A" TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.
 5. PARCEL "B" TO BE CONVEYED TO THE OWNER OF LOT 59 SECTION 4 PINE RIDGE (GARY M. GREENBAUM, DEED BOOK 10461 PAGE 1464).
 6. BOUNDARY INFORMATION BASED ON A FIELD SURVEY BY THIS FIRM, DATED 12/13/99.
- FAIRFAX COUNTY WATER AUTHORITY.

christopher consultants
 engineering surveying land planning
 christopher consultants, inc.
 9900 main street (fourth floor) Fairfax, VA 22031-3807
 TEL: 703.273.8625 FAX: 703.273.7656

SUBDIVISION PLAT
MORNINGSIDE
 FAIRFAX COUNTY, VIRGINIA

Marks on Original

I HEREBY CERTIFY THAT ALL WETLANDS PERMITS
 REQUIRED BY LAW WILL BE OBTAINED PRIOR TO
 COMMENCING ANY LAND DISTURBING ACTIVITIES.
 OWNER/DEVELOPER:

President
 NAME TITLE

1. THE PROPERTY SHOWN HEREON IS LOCATED ON F.E.M.A. MAP
 TAX ASSESSMENT MAP NO. 059-3-01-0004 AND 059-3-07-0037 AND
 IS ZONED R-1.

2. CURRENT OWNER: EQUITY HOMES, L.P. DEED BOOK 12074 PAGE
 836.

3. THE PROPERTY SHOWN HEREON IS LOCATED ON F.E.M.A. MAP
 COMMUNITY PANEL NO. 515525 0100 D, DATED MARCH 6, 1970, ZONE
 "X", AN AREA DETERMINED TO BE OUTSIDE THE FLOODPLAIN.

4. PARCEL "A" TO BE CONVEYED TO THE HOMEOWNERS
 ASSOCIATION.

5. PARCEL "B" TO BE CONVEYED TO THE OWNER OF LOT 59
 SECTION 4 PINE RIDGE (GARY M. GREENBAUM, DEED BOOK 10461
 PAGE 1464).

6. BOUNDARY INFORMATION BASED ON A FIELD SURVEY BY THIS
 FIRM, DATED 12/13/99.

7. F.C.W.A. DENOTES FAIRFAX COUNTY WATER AUTHORITY.

8. ENGINEERING GEOLOGY AND OR SOILS REPORTS HAVE BEEN
 REVIEWED AND APPROVED BY THE DIRECTOR OF THE
 DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES
 FOR THE PROPERTY DESCRIBED HEREIN AND ARE AVAILABLE
 FOR REVIEW IN THE DEPARTMENT OF PUBLIC WORKS AND
 ENVIRONMENTAL SERVICES. SITE CONDITIONS ARE OF SUCH A
 NATURE THAT LAND SLIPPAGE OR FOUNDATION PROBLEM
 POSSIBILITIES REQUIRED THE SUBMITTAL OF A SOILS REPORT.
 A COPY OF SAID SOILS REPORT IS AVAILABLE FOR REVIEW IN THE
 DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES.

9. OUTLOT A TO BE CONVEYED TO THE OWNER OF LOT 1 OF
 THE MORNINGSIDE SUBDIVISION.

IS APPROVED BY THE
 DEPARTMENT OF PUBLIC WORKS
 PUBLIC SANITARY SERVICES

FINAL PLAT
 COMMENDED FOR APPROVAL
 FAIRFAX COUNTY
 PERMITS DIVISION
 BY [Signature]
 DATE 2/15/02

4482
 4482
 4482
 2/15/02
 BY [Signature]
 DATE 2/15/02

APPROVED
 COUNTY OF FAIRFAX
 OFFICE OF BUILDING CODES & PERMITS
 PERMITS DIVISION - SITE PERMITS SECTION
 STREET ADDRESS FUNCTION
 BY DM Melo
 DATE 1/30/02

AREA TABULATION

NUMBER OF LOTS	12
LOT AREA	458,166 SQ. FT. OR 10.5100 ACRES
PARCEL "A"	40,196 SQ. FT. OR 0.9228 ACRES
PARCEL "B"	18,776 SQ. FT. OR .430 ACRES
OUTLOT A	888 SQ. FT. OR 0.0203 ACRES
RIGHT-OF-WAY	65,874 SQ. FT. OR 1.5127 ACRES
TOTAL AREA	583,865 SQ. FT. OR 13.3899 ACRES
DENSITY	0.9 DU/AC

FINAL SUBDIVISION PLAT
MORNINGSIDE
 PROVIDENCE DISTRICT
 FAIRFAX COUNTY
 SCALE: N/A
 DATE: 9/19/01
 REV: 11/16/01
 DRAWN: MFH
 CHECKED: WS
 SHEET NO.
 1 of 7

ref 316-SD-01

REF: 0316-SD-01

B-2203

BK 13142 0311

PINE RIDGE SECTION 4
DB 481 PG 141

LOT 53

LOT 1

36,544 SQ. FT.
0.8382 ACRES
#8612

27 ACRES
D FOR
PROPOSES

L=45.50'
R=118.00'

MORNINGSIDE WOODS PLACE
(44' R/W)

S69°24'40"E 123.51'

LOT 37

LOT 38

LOT 39

LOT 40

LOT 41

LOT 42

LOT 43

LOT 44

LOT 45

LOT 46

LOT 47

LOT 48

LOT 49

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LOT 90

LOT 91

LOT 92

LOT 93

LOT 94

LOT 95

LOT 96

LOT 97

LOT 98

LOT 99

LOT 100

N=6,993,010.182
E=11,840,628.470

PARCEL 5

THOMASSON
DB 6575 PG 1912

PINE RIDGE SECTION 5
DB 527 PG 346

LOT 37A

DEPARTMENT OF PUBLIC WORKS
AND COMMUNITY SERVICES
OFFICE OF PUBLIC UTILITIES SERVICES
MONTICELLO, WISCONSIN

All street layout and easement conform to the requirements of the Wisconsin Department of Public Works and Community Services and the necessary agreements or permits have been received.

By [Signature] Date 2/15/02

OUTLOT A
233 SQ. FT.
0.0054 ACRES

APPROVED
COUNTY OF FAIRB
OFFICE OF THE COUNTY ENGINEER
SANITARY ENGINEERING
BY [Signature]
DATE 2/15/02

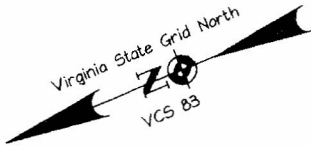
MORNINGSIDE DRIVE
(50' R/W)

ROUTE # 978

LOT 52 PINE RIDGE SECTION 4
DB 481 PG 141

PINE RIDGE SECTION 5
LOT 36-B
DB 527 PG 346





MATCH LINE-SHEET 3 OF 7

N86°28'50"E
216.62'
(TOTAL)

LOT 58

N: 6,993,200.907
E: 11,840,863.006

PINE RIDGE
SECTION 4

DB 481 PG 141

LOT 53

N18°45'50"E
338.76'

LOT 1

36,514 SQ. FT.
0.8382 ACRES
#8612

L=303.40'

L=286.79'

L=136.42'

L=402.00'

L=136.42'

L=136.42'

L=136.42'

L=136.42'

L=136.42'

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L=136.42'

L=136.42'

L=136.42'

L=136.42'

L=136.42'

S PLACE (R/W)

HEREBY DEDICATED FOR PUBLIC STREET PURPOSES

65,804 SQ. FT. OR 1.5127 ACRES

C17 R=380.00'

C18 R=140.00'

C19 R=162.00'

C20 R=140.00'

C21 R=162.00'

C22 R=140.00'

C23 R=162.00'

C24 R=140.00'

C25 R=162.00'

C26 R=140.00'

C27 R=162.00'

C28 R=140.00'

C29 R=162.00'

C30 R=140.00'

C31 R=162.00'

C32 R=140.00'

C33 R=162.00'

C34 R=140.00'

C35 R=162.00'

C36 R=140.00'

C37 R=162.00'

C38 R=140.00'

MATCH LINE-SHEET 5 OF 7

LOT 11

37,495 SQ. FT.
0.8608 ACRES

SIGHT DISTANCE EASEMENT

N57°16'00"W
182.62'

STORM DRAINAGE EASEMENT

10' STORM DRAINAGE EASEMENT

31' STORM DRAINAGE EASEMENT

524'40"44"W 50.50'

N82°35'55"W
86.11'

STORM DRAINAGE EASEMENT

STORM DRAINAGE EASEMENT

STORM DRAINAGE EASEMENT

STORM DRAINAGE EASEMENT

STORM DRAINAGE EASEMENT

STORM DRAINAGE EASEMENT

STORM DRAINAGE EASEMENT

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STORM DRAINAGE EASEMENT

STORM DRAINAGE EASEMENT

STORM DRAINAGE EASEMENT

STORM DRAINAGE EASEMENT

STORM DRAINAGE EASEMENT

STORM DRAINAGE EASEMENT

S13°31'34"W 260.22'

S65°19'16"E
20.00'

S65°19'16"E
20.00'

S65°19'16"E
20.00'

S65°19'16"E
20.00'

S65°19'16"E
20.00'

S65°19'16"E
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S65°19'16"E
20.00'

S65°19'16"E
20.00'

S65°19'16"E
20.00'

S65°19'16"E
20.00'

LOT 12

36,319 SQ. FT.
0.8338 ACRES
#8613

N06°35'20"E
232.38'

N: 6,993,010.182
E: 11,840,628.470

PARCEL 5

THOMASSON
DB 6575 PG 1912

N=6,993,214.204
E=11,841,079.218

LOT 58

PINE RIDGE
SECTION 4
DB 481 PG 147

LOT 2

37,756 SQ. FT.
0.8668 ACRES
#8608

65,894 SQ. FT. OR 1.5127 ACRES
HEREBY DEDICATED FOR
PUBLIC STREET PURPOSES

MATCH LINE-SHEET 2 OF 7

RETAINING WALL
MAINTENANCE EASEMENT

MORNINGSIDE WOOD

(44' R/W)

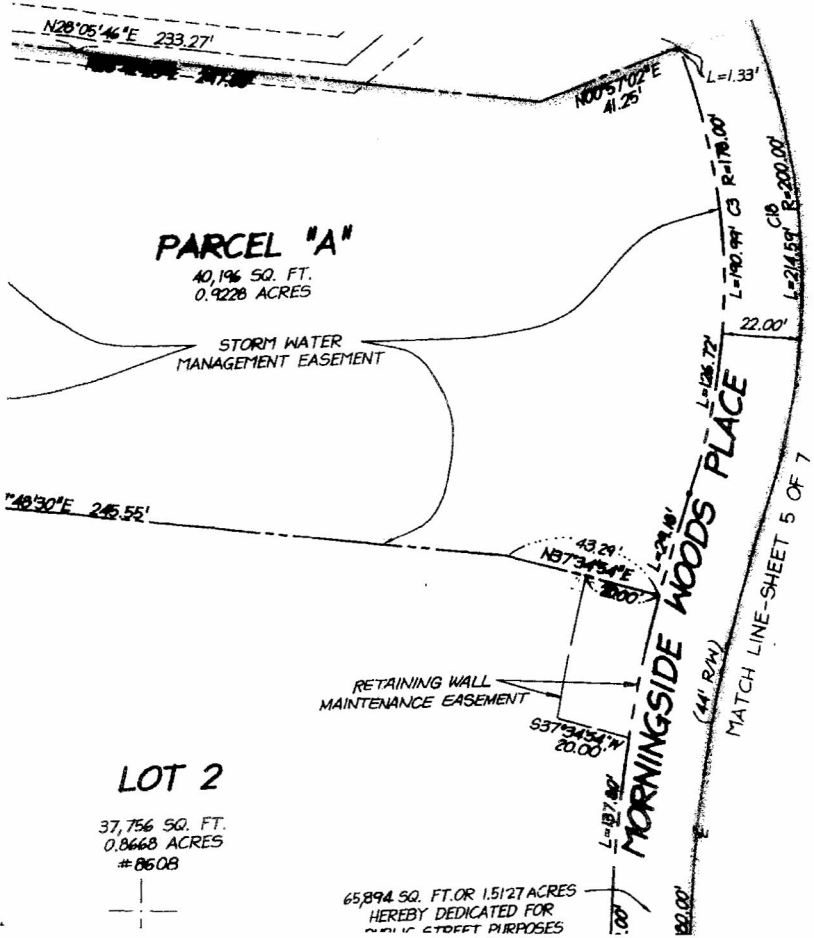
MATCH LINE-SHEET

APPROVED
COUNTY OF ...
DATE 2/11/02

... SERVICES
... 4-4-02
... conform to ...
... necessary
DATE 2/11/02



EASEMENT
(GRANTED)



65,894 SQ. FT. OR 1.5127 ACRES
HEREBY DEDICATED FOR
PUBLIC STREET PURPOSES

DM Maha
1/30/03

**APPROVAL IS NOT A
WARRANTY TO PROVIDE
PUBLIC SANITARY SEWER.**

RECORDED BY [Signature]
FAIRFAX COUNTY
SITE REVIEW CHIEF
2/25/03 [Signature]



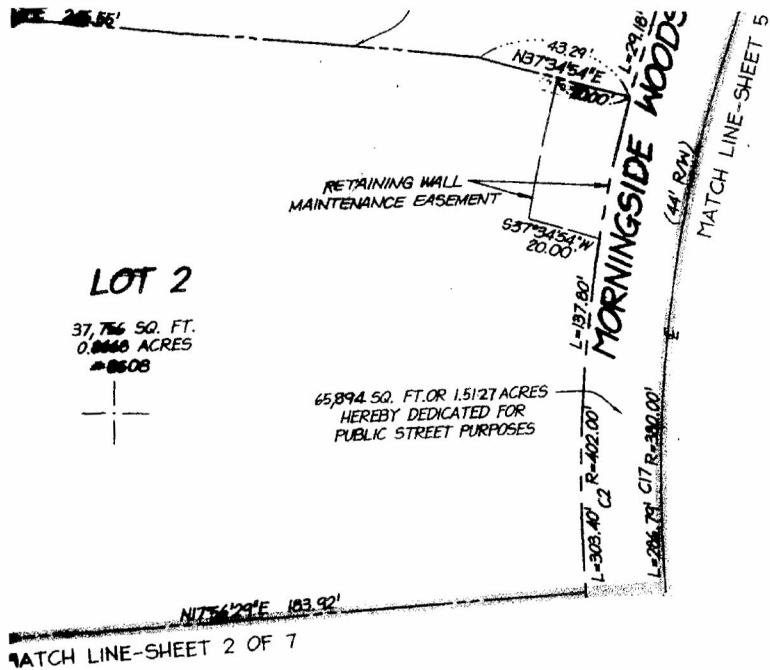
christopher consultants
engineering surveying land planning
christopher consultants, inc.
9900 main street (fourth floor) Fairfax, VA 22031-3907
703.273.7620 fax 703.273.7636

SUBDIVISION PLAT

MORNINGSIDE

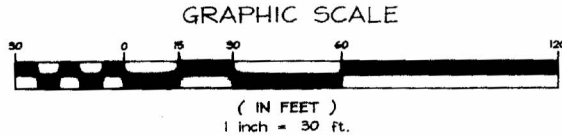
TRACT FAIRFAX COUNTY, VIRGINIA

BK 13142 0319



APPROVED
 COUNTY OF FAIRFAX
 OFFICE OF CITY AND ZONING SERVICES
 BY: *[Signature]*
 DATE: 2/15/02

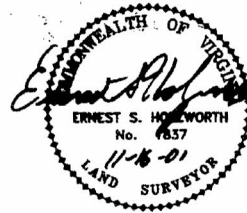
PROVIDENCE DISTRICT ENGINEERING WORKS
 ENGINEERING SERVICES
 4400
 CONFORMS TO ALL APPLICABLE REGULATIONS AND ORDINANCES.
 BY: *[Signature]* DATE: 2/15/02



DATE: 1/30/02

THIS APPROVAL IS NOT A
 GUARANTEE TO PROVIDE
 PUBLIC SANITARY SEWER.

FINAL REVIEW
 RECOMMENDATION FOR APPROVAL
 FAIRFAX COUNTY
 SITE REVIEW SEARCH CHIEF
 DATE: 2/28/02 BY: *[Signature]*
 DATE: 7-16-02 BY: *[Signature]*
 DATE: _____ BY: _____



FINAL SUBDIVISION PLAT
MORNINGSIDE
 PROVIDENCE DISTRICT
 FAIRFAX COUNTY

SCALE: 1"=30'
 DATE: 9/19/01
 REV: 11/16/01

DRAWN: MFH
 CHECKED: WS
 CHECKED:
 SHEET NO.
3 OF 7

B-2203

LOT 59

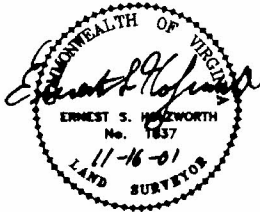
PARCEL 'B'

18,776 SQ. FT.
0.4310 ACRES

LOT 3

41,099 SQ. FT.
0.9435 ACRES
* 8604

PINE RIDGE
SECTION 4
DB 481 PG 147



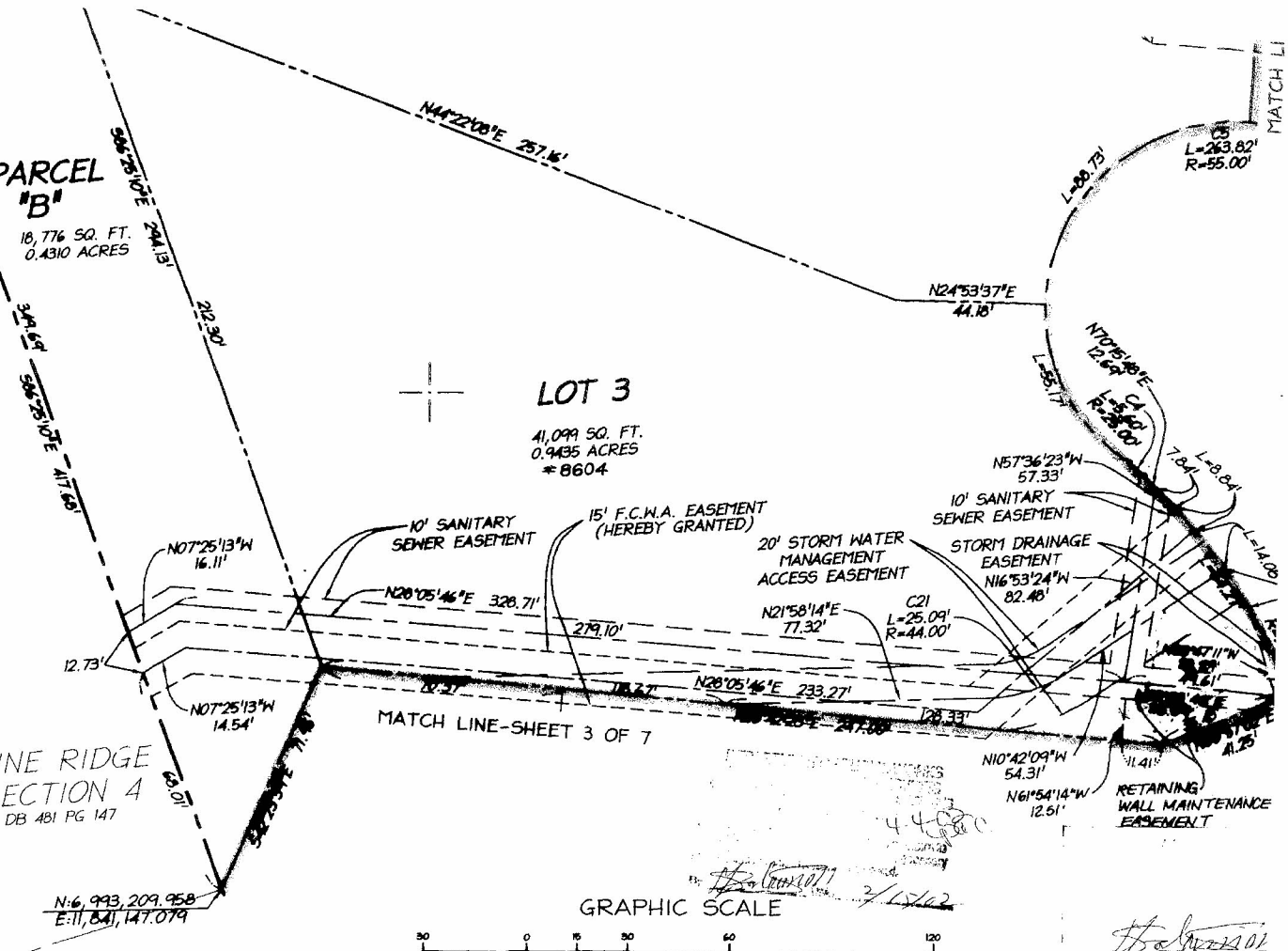
N: 6,993,209.958
E: 11,841,147.079

MATCH LINE-SHEET 3 OF 7

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



Handwritten signature and date: 2/15/01

B-2203

LOT 61

OUTLOT M

OUTLOT L

OUTLOT K

BEACH'S ADDITION TO PINE RILL
DB 1490 PG 376

OUTLOT J

OU

N: 6,993,188.120
E: 11,841,496.082

LOT 4
48,031 SQ. FT.
1.1026 ACRES
= 8600

23' STORM DRAINAGE
EASEMENT

L7
32.10'

PARCEL
"B"

18,776 SQ. FT.
0.4310 ACRES

N44°22'00"E 257.16'

LOT 3

ST77°40'50"E 65.34'

ST77°41'10"E 41.82'

N 88.51'

S66°25'10"E 244.15'

S44°45'1" 566'

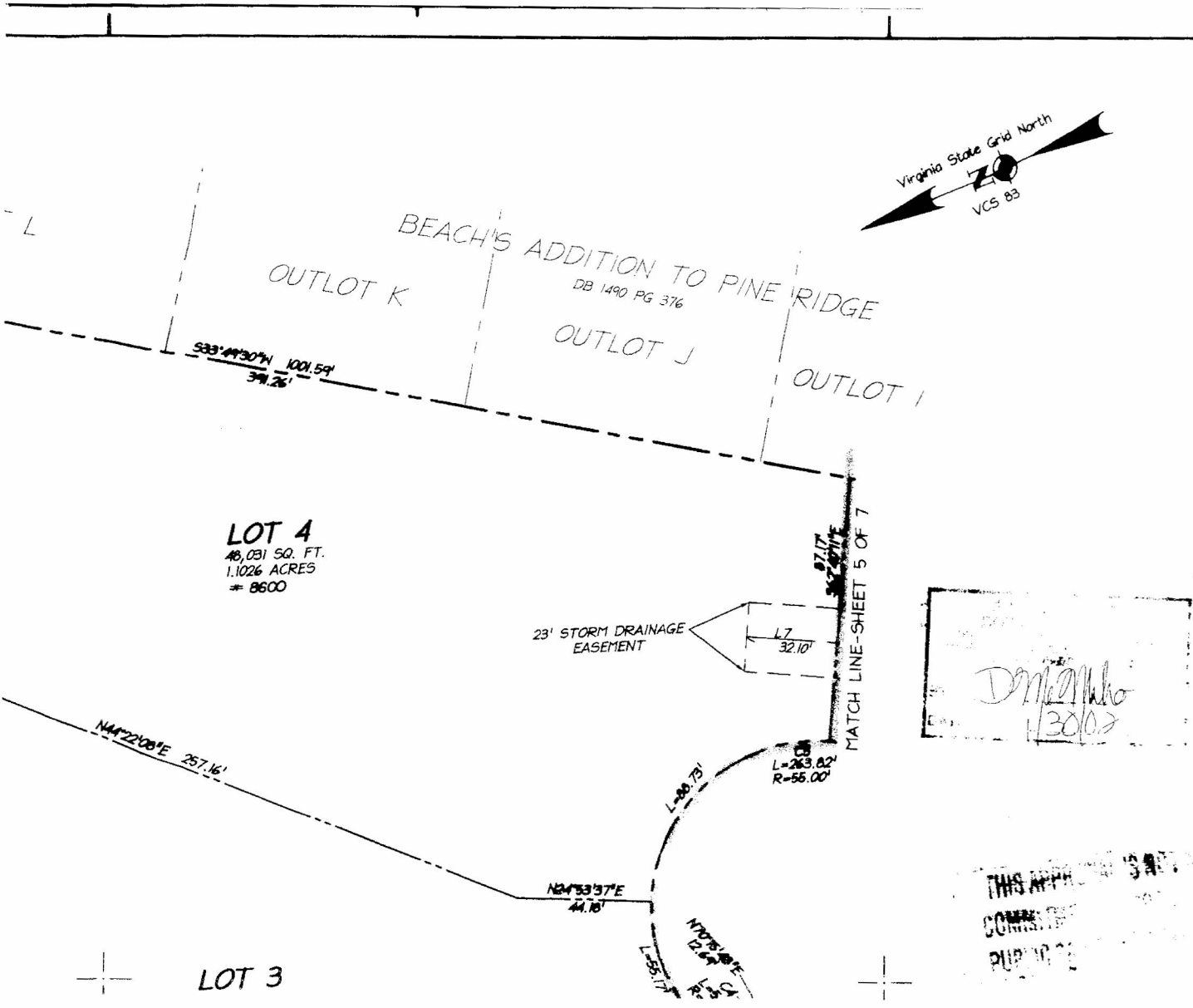
212.30'

S33°49'30"N 1001.59'
39.26'

N24°53'37"E 44.18'

L=88.73'

N12°51'0"E
L=124.9'
L=55.11'



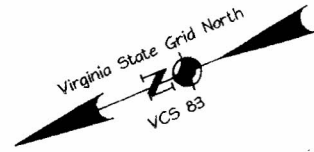
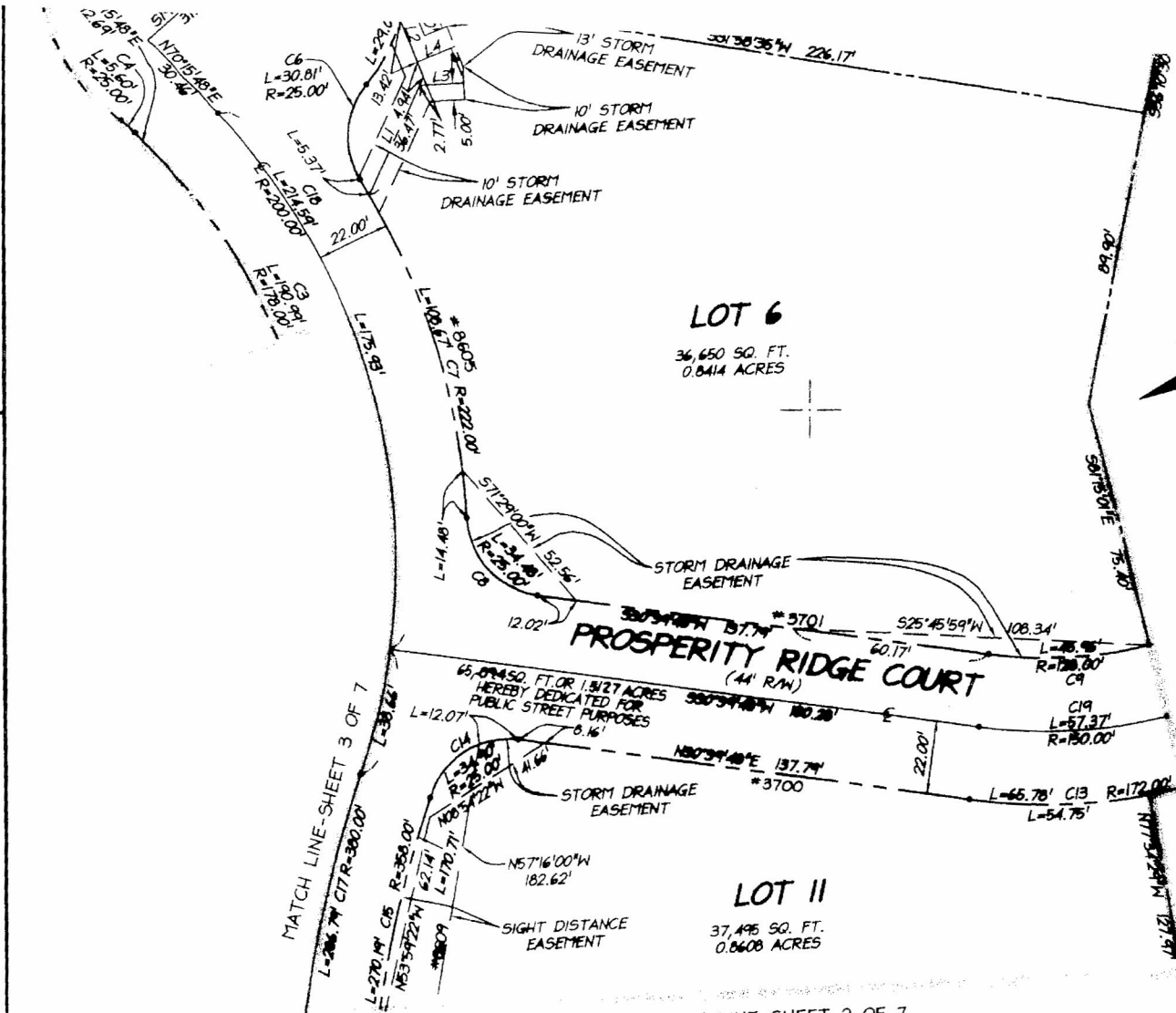
christopher consultants
 engineering surveying land planning
 christopher consultants, inc.
 6000 Silver Foxway (North) Fairfax, VA 22031-3907
 Tel: 703.672.6200 Fax: 703.672.6206



7 SUBDIVISION PLAT
TORNINGSIDE
 ICT FAIRFAX COUNTY, VIRGINIA

BK 13142 0324

P:\PROJECTS\99-61-01\PLATS\B-2203-5.DWG

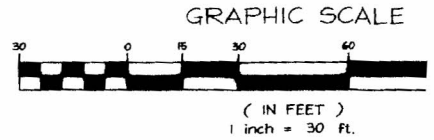


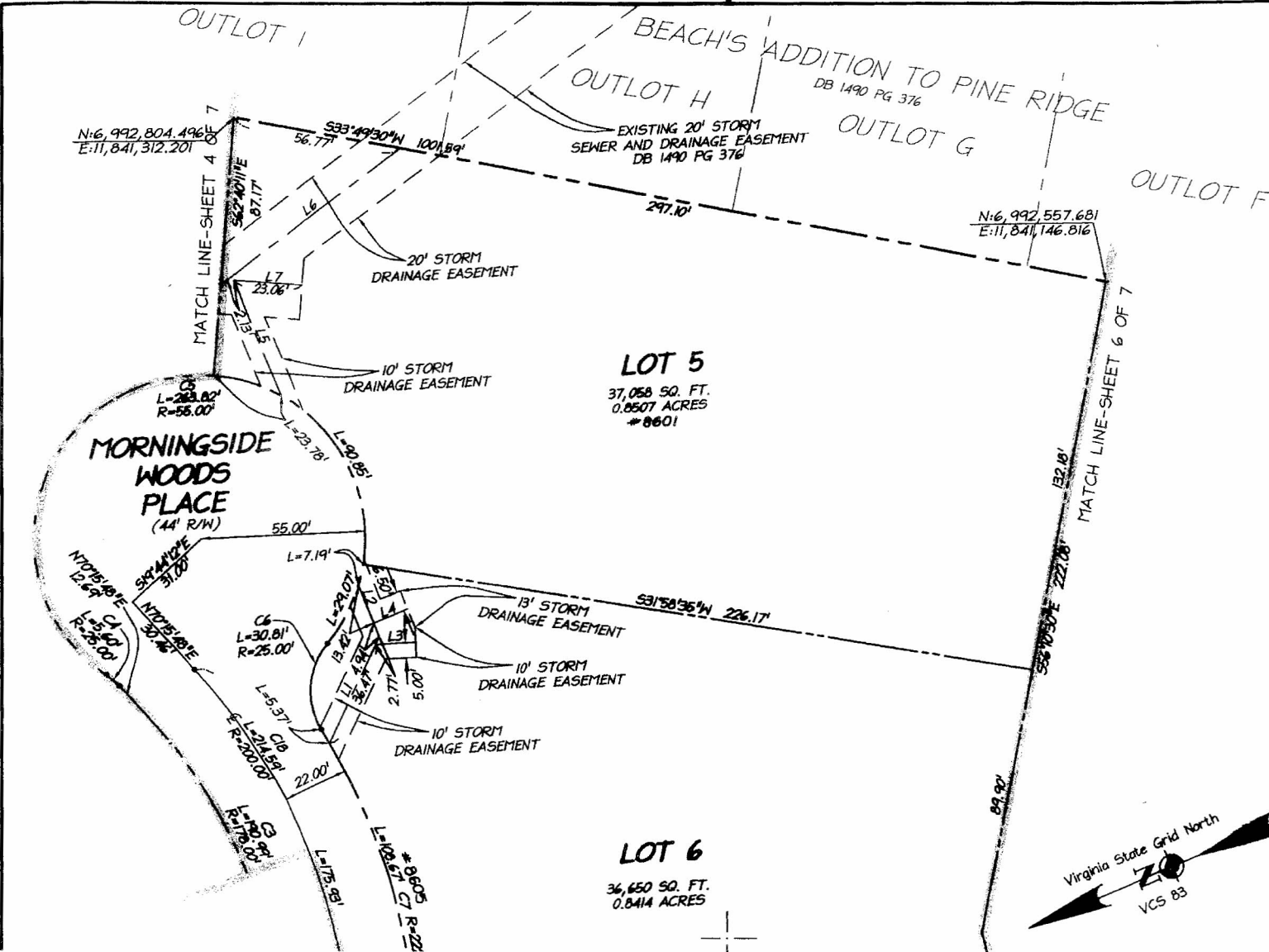
ALL WORKS CONFORM TO THE REQUIREMENTS OF THE NECESSARY AGREEMENTS OR CONSENTS HAVE BEEN RECEIVED.

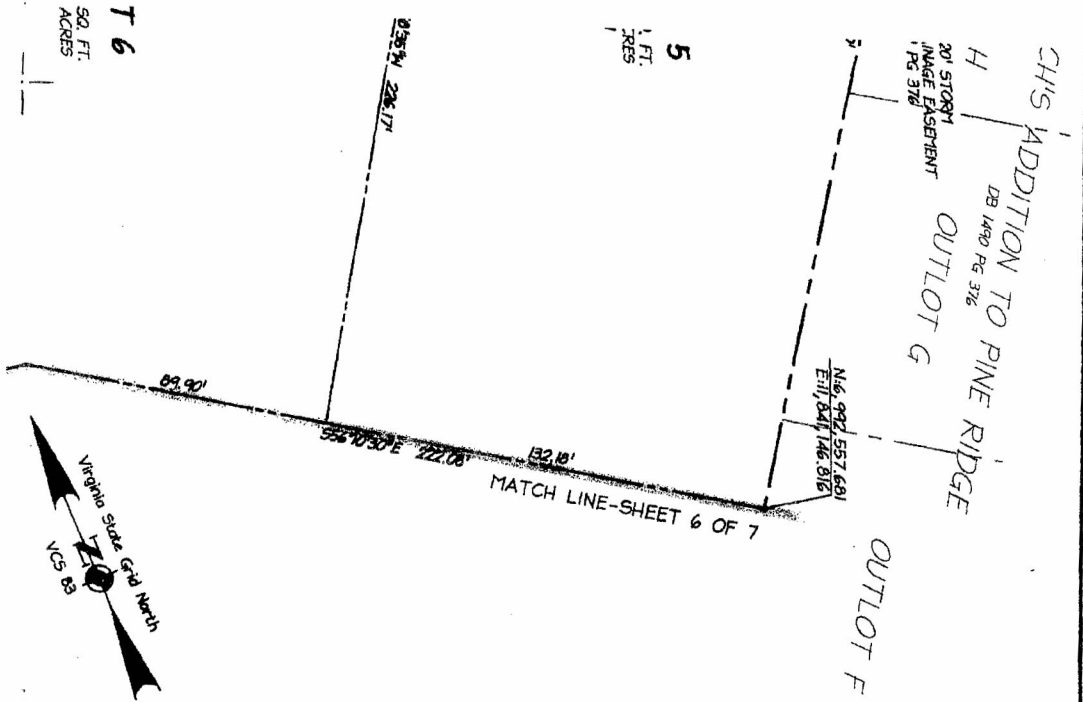
By [Signature] Date 2/15/02

PLAT NO. 2203-5
PROSPERITY RIDGE COURT
2/15/02

[Signature]







CRISTOPHER CONSULTANTS
 9500 MAIN STREET (FOURTH FLOOR)
 FAIRFAX, VA 22031-3907
 703.273.6820 FAX 703.273.7838

DMG/MW
1/23/03

LIGHT ORIGINAL

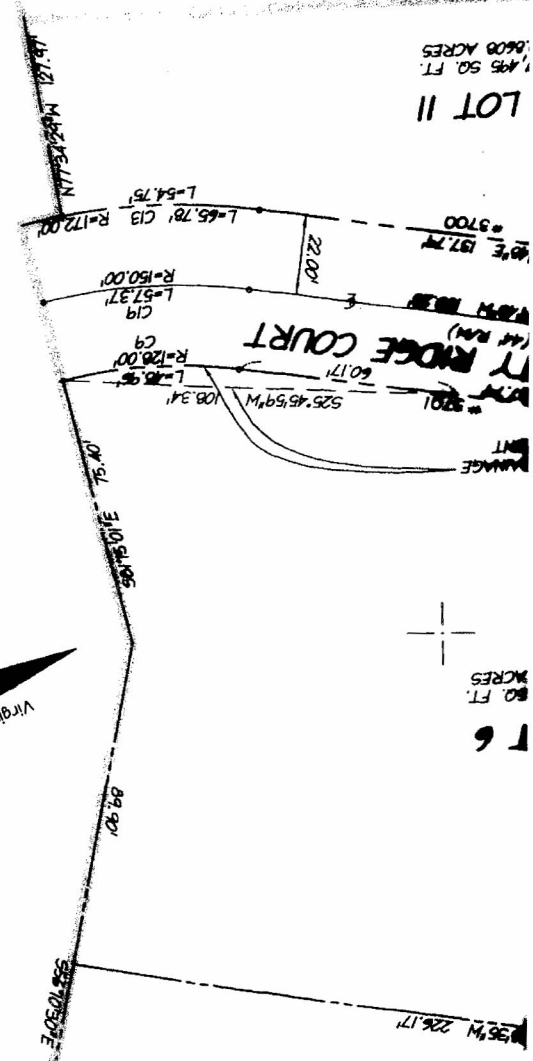
NAL SUBDIVISION PLAT
MORNINGSIDE
 STRICT FAIRFAX COUNTY, VIRGINIA



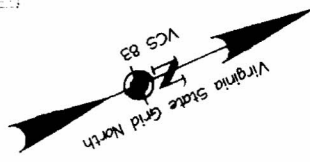
christopher consultants
 engineering surveying land planning
 christopher consultants, ltd.
 9500 main street (fourth floor) fairfax, va 22031-3907
 703.273.6820 fax 703.273.7838

LINE-SHEET 2 OF 7

LOT II
1,495 SQ. FT.
0.6600 ACRES



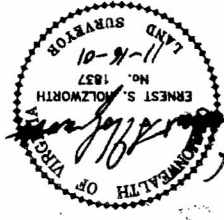
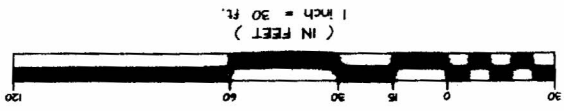
T 6
80. FT.
ACRES



ALL PLANS FOR PUBLIC WORKS
AND UTILITIES SHALL BE PREPARED BY
A LICENSED PROFESSIONAL ENGINEER
OR ARCHITECT IN THE STATE OF VIRGINIA.
All street frontages and lot dimensions conform to
the requirements of the zoning ordinance and the necessary
agreements of the local government have been received.
By *[Signature]* 2/15/12

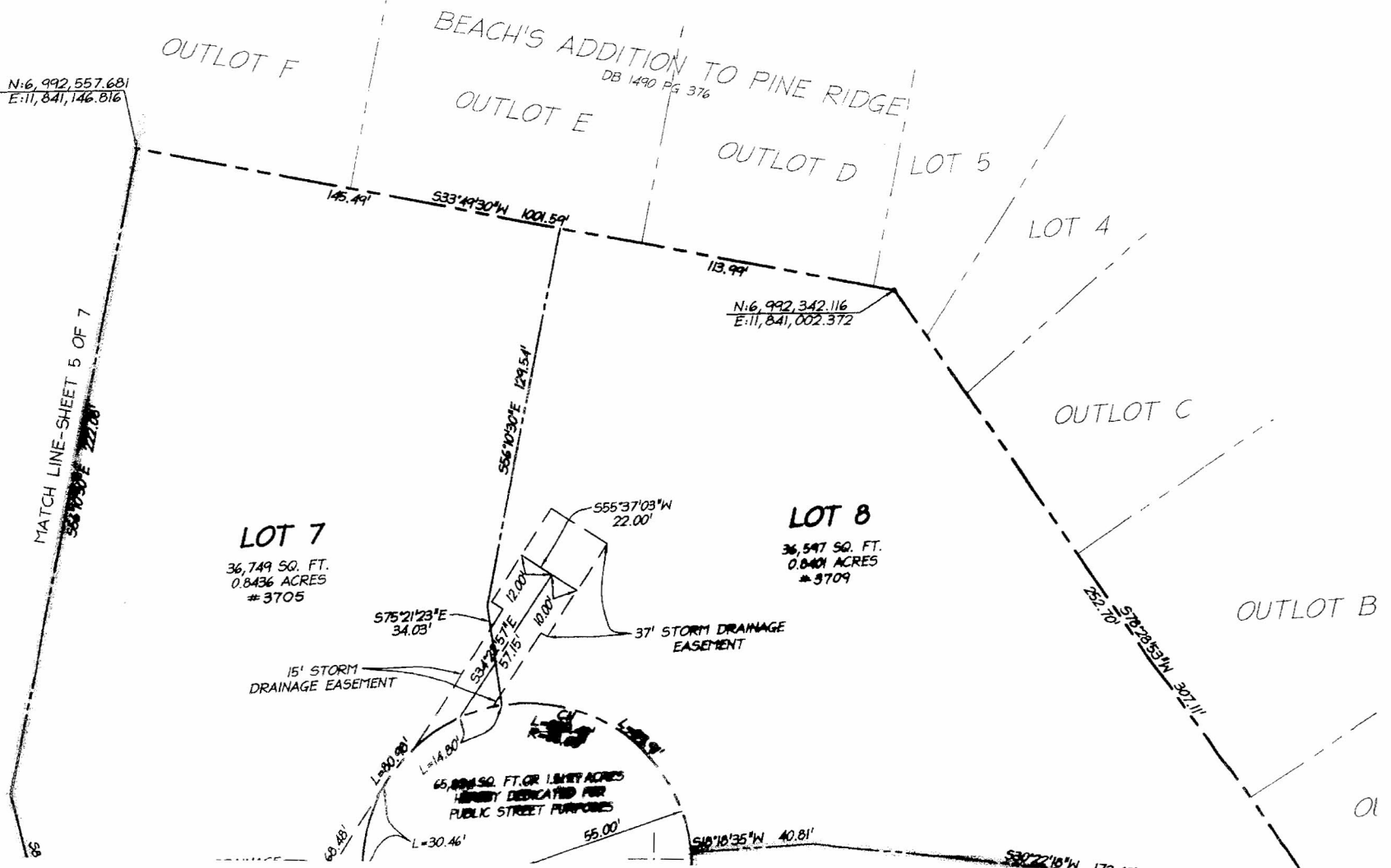
APPROVED
COMMUNITY DEVELOPER
[Signature]
2/15/12

GRAPHIC SCALE



1/22/12 Ernie N...

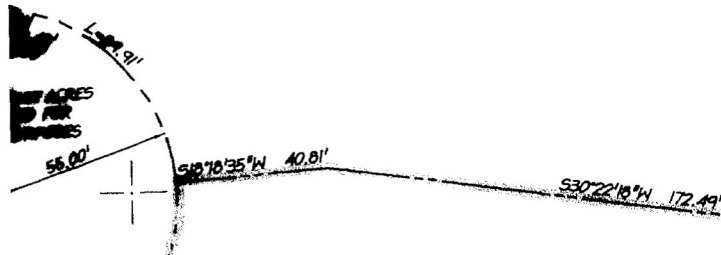
FAIRFAX COUNTY, PROVIDENCE DISTRICT
MORNINGSIDE
 FINAL SUBDIVISION PLAT
 SCALE: 1"=30'
 DATE: 9/19/01
 REV: 11/16/01
 DRAWN: M.F.H.
 CHECKED: MS
 SHEET NO. 5 OF 7



BK 13142 0331

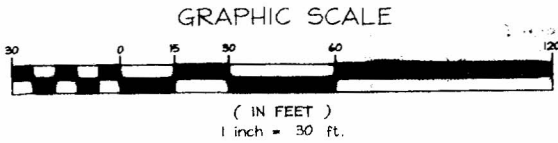
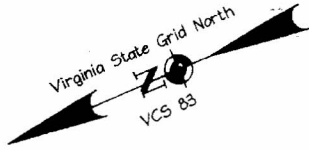


LOT 6
 36,597 SQ. FT.
 0.8401 ACRES
 #3709



APPROVED
 COUNTY OF FAIRFAX
 CLERK OF COURTS, RECORDS & DEEDS
 COUNTY OF FAIRFAX
 BY: *[Signature]*
 DATE: 2/15/02

4-402
 4pac
[Signature] 2/15/02



[Handwritten note]
 D.M. Made
 1/30/02

[Handwritten signature]
 2-4-02

[Handwritten signature]
 2-4-02

FINAL SUBDIVISION PLAT

MORNINGSIDE

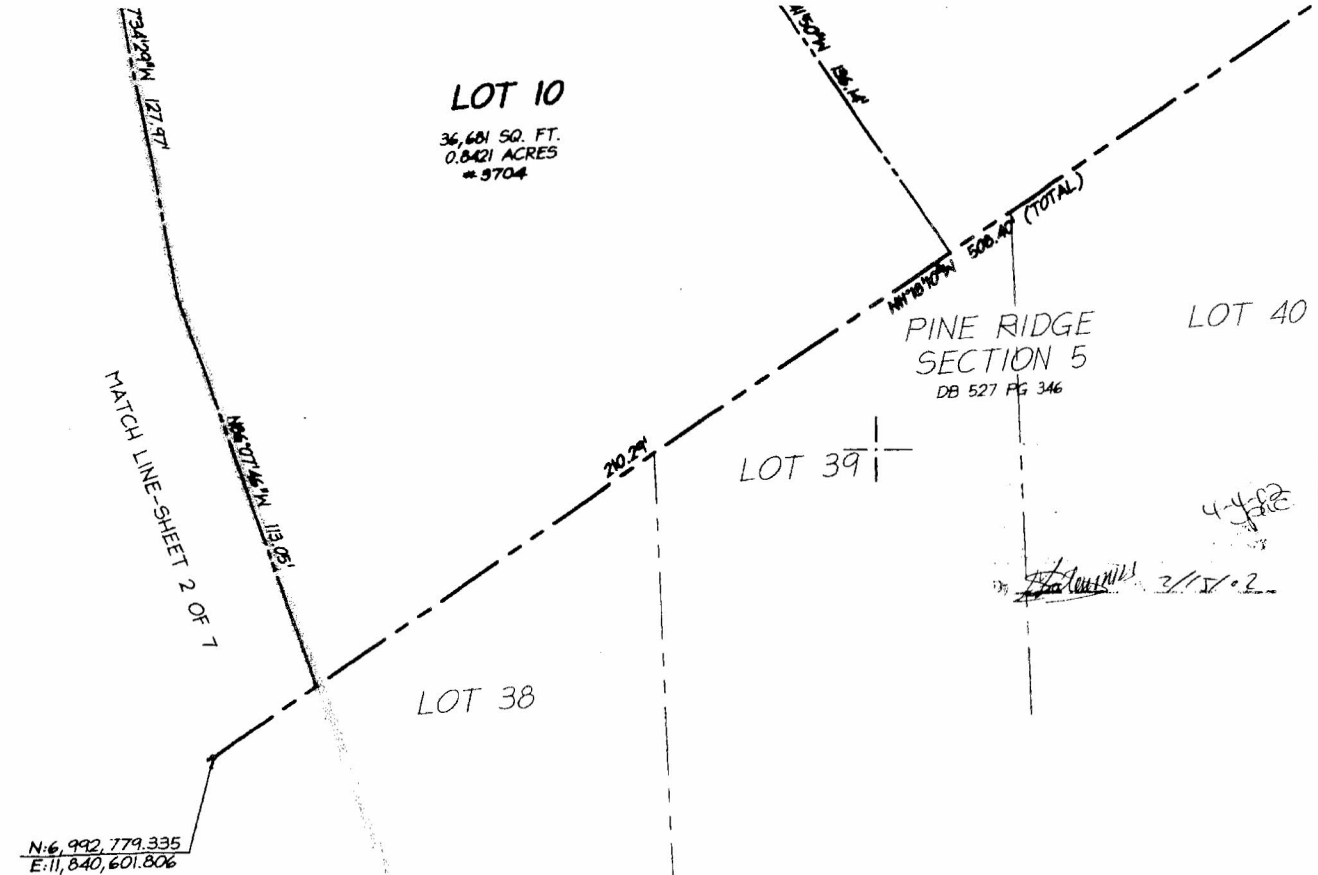
FAIRFAX COUNTY,

PROVIDENCE DISTRICT

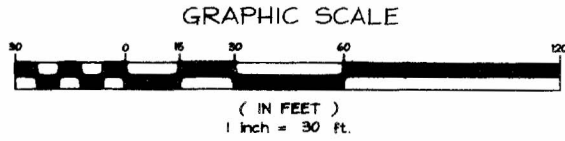
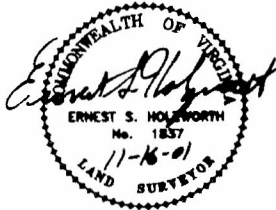
SCALE: 1"=30'
 DATE: 9/19/01
 REV: 11/16/01

DRAWN: MFH
 CHECKED: WS
 CHECKED:
 SHEET NO.

6 of 7



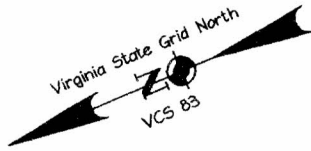
N: 6,992,779.335
E: 11,840,601.806



DATE *2/15/02*

DATE *2/15/02*

DATE *2-16-02*



MATCH LINE-SHEET 6 OF 7

L=11.03'
C13
L=65.78'
R=172.00'

N77°45'30"W 127.97'

MATCH L

N08°44'59"E 144.00'
141.25'

10' STORM DRAINAGE EASEMENT

N01°15'01"W 40.00'

LOT 10

36,681 SQ. FT.
0.8421 ACRES
5704

L=6.40'

S10°18'35"W 40.00'

C11
L=20.83'
R=38.00'

L=29.54'

15' STORM DRAINAGE EASEMENT

N56°52'02"W 10.00'

16' STORM DRAINAGE EASEMENT

16' STORM DRAINAGE EASEMENT

N63°48'12"W 15.00'

LOT 9

37,217 SQ. FT.
0.8544 ACRES
3708

PINE RIDGE SECTION 5

DB 527 PG 346

LOT 39

210.29'

N11°15'10"W

508.40' (TOTAL)

LOT 40

263.58'

15.00'

15.00'

15.00'

5.73'

S30°22'18"W 172.49'

S33°07'58"W 100.13'
80.72'

19.41'
8.00'

S73°18'02"W 60.17'

65.80'

15.00'

15.00'

15.00'

15.00'

15.00'

15.00'

15.00'

15.00'

15.00'

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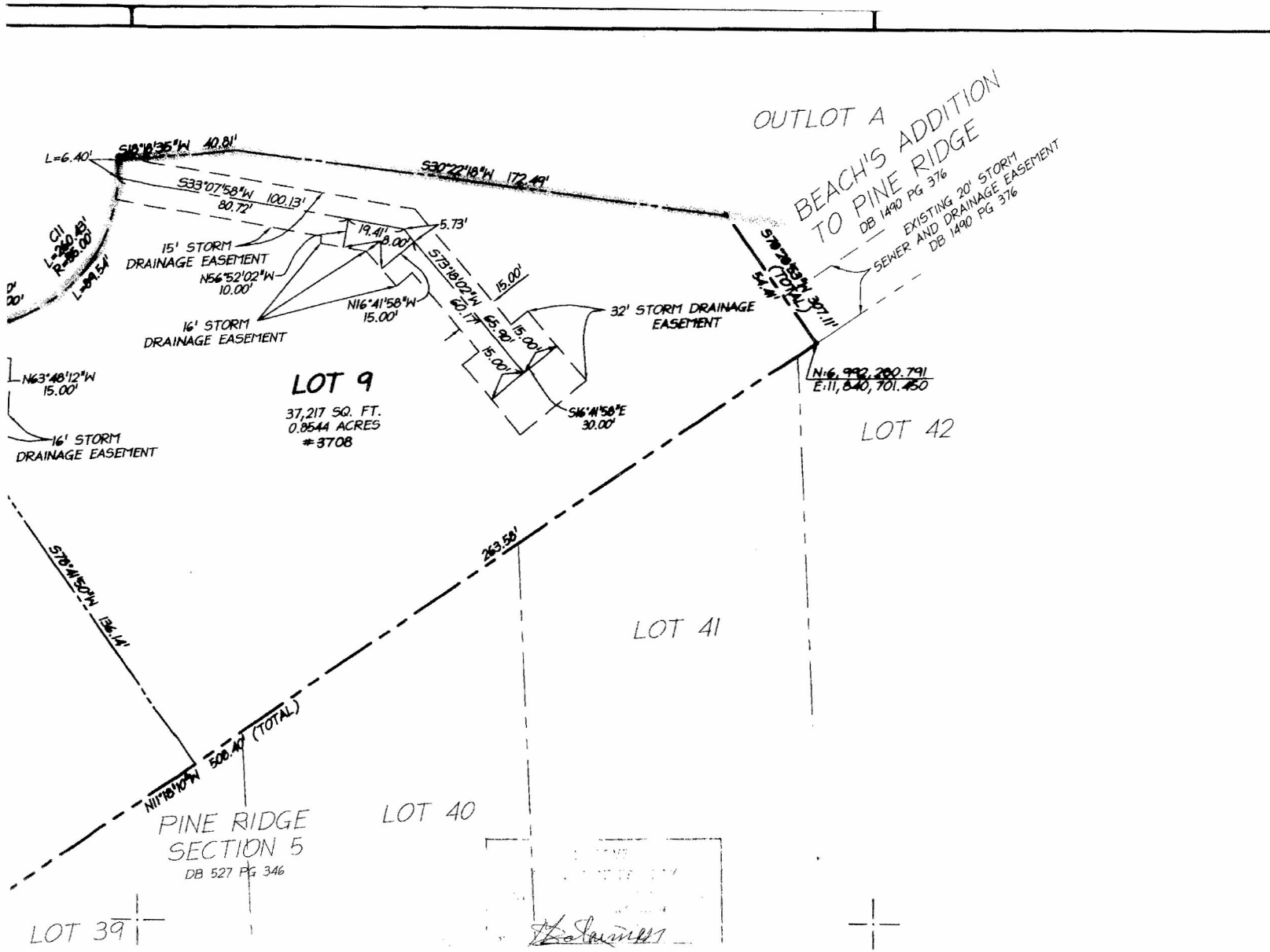
15.00'

OUTLOT

BEAR TO

LOT 41

APPROVED
BY THE COUNTY
PLANNING COMMISSION
DATE: 2/17/02
[Signature]




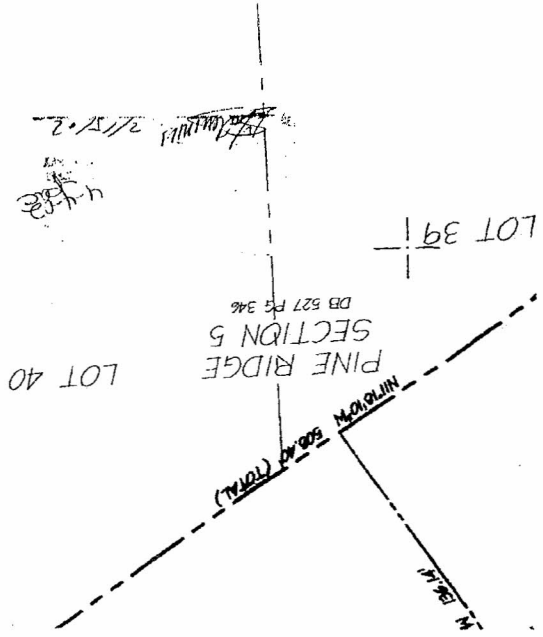
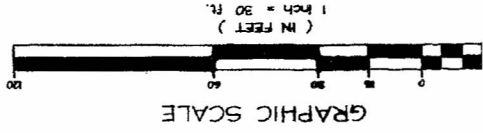
AL SUBDIVISION PLAT

MORNINGSIDE

RICT FAIRFAX COUNTY, VIRGINIA

christopher consultants
 engineering surveying land planning
 christopher consultants, llc
 9800 main street (fourth floor) Fairfax, va 22031-3907
 703.273.8620 fax 703.273.7636





DATE	2/16/02
APP'D	<i>[Signature]</i>
OFF	
DEPT	

DATE	2/15/02
APP'D	<i>[Signature]</i>
OFF	
DEPT	

LIGHT ORIGINAL



[Handwritten signature]

FINAL SUBDIVISION PLAT
MORNINGSIDE
PROVIDENCE DISTRICT FAIRFAX COUNTY

SCALE: 1"=30'
DATE: 9/19/01 REV: 11/16/01
DRAWN: MFH CHECKED: MS
SHEET NO. 7 OF 7