

DECLARATION
DOMINION GREEN,
AN OFFICE CONDOMINIUM

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Property. OKM DEVELOPMENT CORP., a Delaware corporation ("Declarant"), owner in fee simple of the land described in Exhibit A annexed hereto, located within Fairfax County, Virginia ("Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging ("Property") to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia, as amended, known as the Virginia Condominium Act ("Condominium Act") and hereby creates with respect to the Property a condominium to be known as "DOMINION GREEN, AN OFFICE CONDOMINIUM" ("Condominium").

Section 1.2. Defined Terms. As provided in Section 55-79.50(a) of the Condominium Act, terms not otherwise defined herein or in the Bylaws attached hereto as Exhibit B, as the same may be amended from time to time ("Bylaws"), or the Plats and Plans, shall have the meanings specified in section 55-79.41 of the Condominium Act.

ARTICLE II

BUILDINGS ON THE LAND; UNIT BOUNDARIES

Section 2.1. Location and Dimensions of Buildings. The location and dimensions of each building on the land are depicted on the "Plats" attached as Exhibit D hereto.

Section 2.2. Units. The location of units within each building and their dimensions are shown on the "Plans" attached as Exhibit E hereto. Attached as Exhibit C hereto 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 size.

The "size" of each unit is the total number of square feet contained therein determined by reference to the dimensions shown on the Plats and Plans.

Section 2.3. Unit Boundaries. The boundaries of each unit are as follows:

(a) First Floor Plaza Level Units (Type 1 Units): The lower boundary of any one floor unit situated on the first or lower floor of building number 1 as shown on Exhibit E in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the elevation of the upper surface of the unfinished concrete slab on grade, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundary of any one floor unit situated on the first floor of building number 1 as shown on Exhibit E in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the lowest surface of the rib of the pre-cast concrete quad-tee members, to exclude such members from that unit but to include the suspended ceiling thereof (including T-bars, hanger wires and primary runner channels as well as the suspended ceiling materials themselves), extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any one floor unit situated on the first floor of building number 1 as shown on Exhibit E in the Condominium are vertical planes which coincide with the unexposed (i.e., unfinished) backside surfaces of the perimeter drywall thereof, to include the perimeter drywall, fireplaces and plenums, if any, trim, windows and doors thereof, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of that unit.

(b) Upper Floor Townhouse Units (Type 2 Units): The lower boundary of any two-floor unit situated on the upper floors of building number 1 as shown on Exhibit E in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the upper surface of the pre-cast concrete quad-tee floor members, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundaries of any two-floor unit situated on the upper floors of building number 1 as shown on Exhibit E in the Condominium are intersecting incline planes, the elevation of which coincide with the upper and unexposed (i.e., unfinished) backside surfaces of the ceiling drywall thereof, to include the ceiling drywall and skylights, if any, within that unit, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any unit situated on the upper floors of building number 1 as shown on Exhibit E in the unit are vertical planes which coincide with the unexposed (i.e., unfinished) backside surfaces of the perimeter drywall thereof, to include the perimeter drywall, fireplaces and plenums, if any, trim, windows and doors thereof, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of that unit.

(c) Three-Floor Townhouse Units (Type 3 Units): The lower boundary of any three-floor unit situated in building number 2 as shown on Exhibit E in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the elevation of the upper surface of the unfinished concrete slab on grade, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundaries of any three-floor unit situated in building number 2 as shown on Exhibit E in the Condominium are intersecting incline planes, the elevation of which coincide with the upper and unexposed (i.e., unfinished) backside surfaces of the ceiling drywall thereof, to include the ceiling drywall and skylights, if any, within that unit, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any unit situated on the upper floors of building number 2 as shown on Exhibit E in the unit are vertical planes which coincide with the unexposed (i.e., unfinished) backside surfaces of the perimeter drywall thereof, to include the perimeter drywall, fireplaces and plenums, if any, trim, windows and doors thereof, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of that unit.

(d) Equipment and appurtenances located within any unit and designed or installed to serve only that unit including, without limiting the generality of the foregoing, furnaces, air-conditioning equipment, air-handling equipment, heat pumps, coils, fans, mechanical equipment, appliances, non-bearing partition walls, flooring materials, tile, carpets, T-bars, hanger wires, primary runner channels, suspended ceiling materials, electrical receptacles, outlets and fixtures, plumbing fixtures and outlets and other plumbing apparatus, hot-water heaters, fixtures, trim, interior staircases, cabinets and the like, shall be considered a part of that unit and not a part of the common elements. Equipment and appurtenances located outside the boundaries of any unit but designed or installed in a manner to serve only a particular unit including, without limiting the generality of the foregoing, heat pumps, furnaces, condensers, compressors, air-handling equipment, air-conditioning equipment, compressor pads, ducts, pipes, tubes, and the like shall be considered a part of the unit which they are designated or designed to serve and shall not be considered a part of the common elements.

Except as otherwise specifically provided herein, construction of this Declaration as to unit boundaries and what constitutes part of such units shall be in accordance with Section 55-79.50 of the Condominium Act.

Section 2.4. Maintenance Responsibilities. 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 III

COMMON ELEMENTS

Section 3.1. Limited Common Elements. The locations of the limited common elements assigned for the exclusive use of certain units shown on the Plats and Plans; pursuant to section 55-79.50(e) of the Condominium Act, any such common element shown adjacent to a unit is a limited common element appurtenant to that unit.

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. 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. Until the expiration of the applicable warranty period, 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.

Section 3.4. Covenant Against Partition. The common elements, including any limited common elements and any reserved common elements, shall remain undivided. No owner of any unit or any other person shall bring any action for partition or division thereof except as may be provided for in the Condominium Act.

ARTICLE IV

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:

Section 4.1. Easement to Facilitate Sales. All units shall be subject to an easement in favor of the Declarant pursuant to section 55-79.66 of the Condominium Act. The Declarant reserves the right to use any units owned or leased by the Declarant as models, management offices, sales offices or customer service offices. The Declarant reserves the right to relocate the same from time to time within the 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. This easement shall continue until the Declarant has conveyed all units in the Condominium to unit owners other than the Declarant.

Section 4.2. Easement for Access and Support.

(a) Access. The Declarant reserves in favor of the Declarant and the managing agent and/or any other person authorized by the Board of Directors the right of access to any unit as provided in section 55-79.79 of the Condominium Act and 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 perform warranty-related work (for the benefit of the unit being entered, other units or the common elements) whether or not the unit owner consents or is present at the time.

(b) Support. Each unit and common element shall have an easement for lateral and subjacent support from every other unit and common element.

Section 4.3. Declarant's Right to Grant Easements. The Declarant shall have the right, prior to the termination of the Declarant Control Period, 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 and other utilities.

ARTICLE V

AMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENT

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 Section 8.5 of the Bylaws or where such approval is required elsewhere in the condominium instruments or by the Condominium Act. No amendment shall be made to any condominium instrument during the Declarant Control Period without the prior written consent of the Declarant. No amendment to the condominium instruments shall diminish or impair the rights of Mortgagees under the condominium instruments without the prior written consent of all Mortgagees, nor diminish or impair the rights of the Declarant under the condominium instruments without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any person hereunder. Except as specifically provided in the condominium instruments, no provision of the condominium instruments shall be construed to grant to any unit owner, or to any other person, any priority over any rights of Mortgagees.

ARTICLE VI

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 VII

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.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its President, this 30th day of August, 1988.

OKM DEVELOPMENT CORP.,
a Delaware Corporation

By: Susan K. Price [SEAL]
SUSAN K. PRICE,
President

COMMONWEALTH OF VIRGINIA)
) SS:
County of Fairfax)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Susan K. Price, President of OKM DEVELOPMENT CORP., a Delaware corporation, whose name is signed to the foregoing Declaration, appeared before me in my jurisdiction aforesaid and personally acknowledged the same before me to be her act and deed as its President on behalf of said corporation.

GIVEN under my hand and seal this 30th day of August, 1988.

Cynthia D. Greene [SEAL]
NOTARY PUBLIC

My Commission Expires:

May 26, 1992

SECOND CORRECTION

AND

FIRST AMENDMENT

TO

DECLARATION

DOMINION GREEN,
AN OFFICE CONDOMINIUM

This Second Correction and First Amendment to Declaration Dominion Green, An Office Condominium is made by Marvin J. Price, President of the Unit Owners Association (the "Unit Owners Association") of DOMINION GREEN, AN OFFICE CONDOMINIUM (the "Condominium"), a condominium created pursuant to Chapter 4.2 of Title 55 of the Code of Virginia, as amended, known as the Virginia Condominium Act (the "Condominium Act") and by Susan K. Price, President of OKM Development Corp., a Delaware corporation ("Declarant"), as to certain corrections to the Declaration and to acknowledge, consent and agree hereto.

WHEREAS, by Declaration dated August 30, 1988 recorded in Deed Book 7143 at Page 385, among the land records of Fairfax County, Virginia (the "Declaration"), OKM Development Corp., as Declarant, created the Condominium; and

WHEREAS, by a Correction to Declaration dated October 6, 1988 and recorded in Deed Book 7166 at page 1278, among the land records of Fairfax County, Virginia, Declarant corrected an inadvertent omission in the recording of the Declaration of certain exhibits to the Declaration and to the Bylaws of the Condominium (the "Bylaws") and such exhibits were made a part of the Declaration to the extent as if they had been recorded therewith originally; and

WHEREAS, Declarant has discovered an inadvertent error in that certain Exhibit A to the Declaration as recorded with the Declaration recorded in Deed Book 7143 at Page 393 among the land records of Fairfax County which incorrectly describes the submitted land of the Condominium to include a certain small parcel of land containing approximately 1,020 square feet which had been already dedicated to Fairfax County, Virginia for public road purposes by deed recorded in Deed Book 7138 at Page 1796 among the land records of Fairfax County, Virginia, such dedication having been duly noted on the plat of the Condominium originally recorded as Exhibit D to the Declaration, and Declarant desires that a corrected Exhibit A be made a part of the Declaration to the extent as if it had been recorded therewith originally; and

WHEREAS, Declarant (a) is the owner of certain units in the Condominium, the title to which units have not been conveyed to other persons as owners (b) desires to subdivide such units as provided for and expressly permitted by Section 2.5 of the Declaration and Sections 5.7 and 8.5 of the Bylaws and (c) desires such subdivision of units to comply with Section 2.5 of the Declaration, Sections 5.7 and 8.5 (to the extent applicable, if any) of the Bylaws and Section 55-79.70 of the Condominium Act; and

WHEREAS, the Declarant Control Period, as set forth in the Bylaws, is in effect as of the date hereof and Declarant is owner of units to which more than two-thirds of the votes of the Unit Owners Association appertain; and

WHEREAS, the requirements of the Declaration, the Bylaws and the Condominium Act to be met prior to the recording of an amendment to the Declaration to subdivide such units owned by Declarant as set forth below have been satisfied.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements of the Unit Owner's Association and Declarant as set forth herein, the Declaration of the Condominium, as corrected heretofore, is hereby amended as follows:

1. Exhibit A, the "Land," attached to the Declaration is hereby deleted and a corrected Exhibit A, the correct description of the "Land" as attached hereto and incorporated herein by this reference, is hereby substituted in its place and stead with the same force and effect as if such corrected Exhibit A had been recorded with the Declaration originally.

2. Exhibit D, the "Plats", attached to the Declaration is hereby deleted and a new Exhibit D, the revised "Plats" as attached hereto and incorporated herein by this reference, is hereby substituted in its place and stead as the new Exhibit D to the Declaration.

3. Exhibit E, the "Plans", attached to the Declaration is hereby deleted and a new Exhibit E, the revised "Plans" as attached hereto and incorporated herein by this reference, is hereby substituted in its place and stead as the new Exhibit E to the Declaration.

4. Exhibit C, the Common Element Interest Table, a list of all units, their identifying numbers, location (all as shown more fully on the Plats and Plans), type and Common Element Interest appurtenant to each unit, attached to the Declaration is hereby deleted and a new Exhibit C, the revised Common Element Interest Table, as attached hereto and incorporated herein by this reference, is hereby substituted in its place and stead as the new Exhibit C to the Declaration.

5. Section 2.3 of the Declaration, Unit Boundaries, is hereby deleted in its entirety and a new Section 2.3 as set forth below is hereby substituted in its place and stead as Section 2.3 of the Declaration:

"Section 2.3. Unit Boundaries. The boundaries of each unit are as follows:

(a) First Floor/Plaza Level Units (Type 1 Units): The lower boundary of any one floor unit situated on the first floor/plaza or lower level of building number 1 as shown on Exhibit D in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the elevation of the upper surface of the unfinished concrete slab on grade, extended to intersect with the lateral or perimetrical boundaries thereof. The upper boundary of any one floor unit situated on the first floor of building number 1 as shown on Exhibit D in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the lowest surface of the rib of the pre-cast concrete quad-tee members, to exclude such members from that unit, but to include the suspended ceiling thereof (including T-bars, hanger wires and primary runner channels as well as the suspended ceiling materials themselves), extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any one floor unit situated on the first floor of building number 1 as shown on Exhibit D in the Condominium are vertical planes which coincide with the unexposed (i.e., unfinished) backside surfaces of the perimeter drywall thereof, to include the perimeter drywall, fireplaces and plenums, if any, trim, windows and doors thereof, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of that unit.

(b) Two Floor Townhouse Units (Type 2 Units): The lower boundary of any two-floor unit situated on the upper two floors of building number 1 as shown on Exhibit D in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the upper surface of the pre-cast concrete

quad-tee floor members separating such unit from the first floor/plaza level type 1 unit directly below it, extended to intersect the lateral or perimetrical boundaries thereof. The upper boundaries of any two-floor unit situated on the upper floors of building number 1 as shown on Exhibit D in the Condominium are intersecting inclined planes, the elevation of which coincide with the upper and unexposed (i.e., unfinished) backside surfaces of the ceiling drywall thereof, to include the ceiling drywall and skylights, if any, within that unit extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any unit situated on the upper floors of building number 1 as shown on Exhibit D in the unit are vertical planes which coincide with the unexposed (i.e., unfinished) backside surfaces of the perimeter drywall thereof, to include the perimeter drywall, fireplaces and plenums, if any, trim, windows and doors thereof, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of that unit.

(c) Middle-Level Units (Type 3 Units): The lower boundary of any middle-level unit situated on the middle floor of building number 1 as shown on Exhibit D in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the upper surface of the pre-cast concrete quad-tee floor members separating such unit from the first floor/plaza level type 1 unit directly below it, extended to intersect the lateral or perimetrical boundaries of such middle-level unit. The upper boundary of any middle-level unit situated on the middle floor of building number 1 as shown on Exhibit D in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the lowest surface of the rib of the pre-cast concrete quad-tee members, to exclude such members from that unit, but to include the suspended ceiling thereof (including T-bars, hanger wires and primary runner channels as well as the suspended ceiling materials themselves), extended to intersect the lateral or perimetrical boundaries thereof, except that, with respect to area under the stairway leading to the upper-level unit directly above, the upper boundary of any such middle-level unit is a plane (or planes) which coincide with the unexposed (i.e. unfinished) backside surfaces of the drywall affixed to the underside of the stairway, to include such drywall, extended to intersect the other upper and lower boundaries of the unit and to intersect the lateral or perimetrical boundaries of that unit adjacent to, but not to include, such stairway. Each middle-level unit shall include the lower-stairway landing and entry area. Each such middle-level unit hereby grants a

non-exclusive ingress and egress easement across such landing and entry area to the upper-level unit, directly above, which has its exterior access using the same exterior door as such middle-level unit. The lateral or perimetrical boundaries of any middle-level unit situated on the middle floor of building number 1 as shown on Exhibit D in the Condominium are vertical planes which coincide with the unexposed (i.e., unfinished) backside surfaces of the perimeter drywall thereof, to include the perimeter drywall, fireplaces and plenums, if any, trim, windows and doors thereof, extended to intersect the upper and lower boundaries thereof.

(d) Upper-Level Units (Type 4 Units): The lower boundary of any upper-level unit situated on the upper floor of building number 1 as shown on Exhibit D in the Condominium is a plane (or planes) the elevation of which coincides with the upper surface of the pre-cast concrete quad-tee floor members separating such unit from the middle-level unit directly below it, extended to intersect the lateral or perimetrical boundaries of such upper-level unit, except that, with respect to the stairway leading to such upper floor from the exterior door serving such upper level unit, the lower boundary of any such upper-level unit is an inclined plane (or planes) which almost coincides with, but does not include, the unexposed (i.e., unfinished) backside surfaces of the drywall affixed to the underside of the stairway, extended to intersect the other lower boundaries of such upper-level unit and the lower boundary of the middle-level unit directly below and also extended to intersect the lateral or perimetrical boundaries of such upper-level unit with respect to the stairwell area of such upper-level unit. The upper boundaries of any upper-level unit situated on the upper floor of building number 1 as shown on Exhibit D in the Condominium are intersecting inclined planes, the elevation of which coincide with the upper and unexposed (i.e., unfinished) backside surfaces of the ceiling drywall thereof, to include the ceiling drywall and skylights, if any, within that unit, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of any unit situated on the upper floor of building number 1 as shown on Exhibit D in the unit are vertical planes which coincide with the unexposed (i.e., unfinished) backside surfaces of the perimeter drywall thereof, to include the perimeter drywall, fireplaces and plenums; if any, trim, windows and doors thereof, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of that unit; provided, however, that, with respect to the area of the stairwell in such upper-level unit there shall be an additional lateral or perimetrical

boundary which is a vertical plane (or planes) which almost coincide with, but do not include, the unexposed (i.e. unfinished) backside surface of the drywall which forms a part of the perimetrical boundaries of the middle-level unit directly below, with respect to the stairwell, on the side adjacent to the interior entry door to such middle-level unit, extended to intersect with the upper boundary of such middle-level unit with respect to such stairway area. Each upper-level unit has, and hereby is acknowledged to have, a non-exclusive ingress and egress easement over the stairway landing and entry area adjacent to and inside the exterior door serving such upper-level unit and the middle-level unit directly below such upper-level unit. The stairway landing and entry area is part of the middle-level unit and not of such upper-level unit.

(e) Lower-Level Unit (Type 5 Unit): The lower boundary of the lower-level unit situated on the lower floor of building number 2 as shown on Exhibit D in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the upper surface of the concrete slab on grade, extended to intersect the lateral or perimetrical boundaries of such lower-level unit. The upper boundary of the lower-level unit situated on the lower floor of building number 2 as shown on Exhibit D in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the lowest surface of the rib of the pre-cast concrete quad-tee members, to exclude such members from that unit, but to include the suspended ceiling thereof (including T-bars, hanger wires and primary runner channels as well as the suspended ceiling materials themselves), extended to intersect the lateral or perimetrical boundaries thereof, except that, with respect to area under the stairways leading to the middle-level unit directly above, the upper boundary of such lower-level unit is a plane (or planes) which coincide with the unexposed (i.e. unfinished) backside surfaces of the drywall affixed to the underside of the stairways, to include such drywall, extended to intersect the other upper and lower boundaries of the unit and to intersect the lateral or perimetrical boundaries of that unit adjacent to such stairways. The lower-level unit shall include the lower-stairway landings and entry areas. Such lower-level unit hereby grants a non-exclusive ingress and egress easement across such landings and entry areas to the middle-level unit and to the upper-level unit, directly above, which have their exterior access using the same exterior doors as such lower-level unit. The lateral or perimetrical boundaries of the lower-level unit situated on the lower floor of building number 2 as shown on Exhibit D in the Condominium are vertical

planes which coincide with the unexposed (i.e., unfinished) backside surfaces of the perimeter drywall thereof, to include the perimeter drywall, fireplaces and plenums, if any, trim, windows and doors thereof, extended to intersect the upper and lower boundaries thereof.

(f) Middle-Level Unit (Type 6 Unit): The lower boundary of the middle-level unit situated on the middle floor of building number 2 as shown on Exhibit D in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the upper surface of the pre-cast concrete quad-tee floor members separating such unit from the lower-level type 5 unit directly below it, extended to intersect the lateral or perimetrical boundaries of such middle-level unit, except that, with respect to the stairways leading to such middle-level unit, the lower boundary of such middle-level unit is an inclined plane (or planes) which almost coincides with, but does not include, the unexposed (i.e., unfinished) backside surface of the drywall affixed to the underside of the stairways, extended to intersect the other lower boundaries of the middle-level unit and the lower boundary of the lower-level unit directly below and also extended to intersect the lateral or perimetrical boundaries of such middle-level unit with respect to the stairwell areas of such middle-level unit. The upper boundary of any middle-level unit situated on the middle floor of building number 2 as shown on Exhibit D in the Condominium is a horizontal plane (or planes) the elevation of which coincides with the lowest surface of the rib of the pre-cast concrete quad-tee members, to exclude such members from that unit, but to include the suspended ceiling thereof (including T-bars, hanger wires and primary runner channels as well as the suspended ceiling materials themselves), extended to intersect the lateral or perimetrical boundaries thereof, except that, with respect to area under the stairways leading to the upper-level unit directly above, the upper boundary of such middle-level unit is a plane (or planes) which coincide with the unexposed (i.e. unfinished) backside surfaces of the drywall affixed to the underside of the stairways, to include such drywall, extended to intersect the other upper and lower boundaries of the unit and to intersect the lateral or perimetrical boundaries of that unit adjacent to such stairways. The middle-level unit shall include the stairway landings and entry areas coincident with the lower boundary of the middle-level unit. Such middle-level unit hereby grants a non-exclusive ingress and egress easement across such landings and entry areas and stairways to the upper-level unit, directly above. The lateral or perimetrical boundaries of the middle-level unit situated on the middle

floor of building number 2 as shown on Exhibit D in the Condominium are vertical planes which coincide with the unexposed (i.e., unfinished) backside surfaces of the perimeter drywall thereof, to include the perimeter drywall, fireplaces and plenums, if any, trim, windows and doors thereof, extended to intersect the upper and lower boundaries thereof.

(g) Upper-Level Unit (Type 7 Unit): The lower boundary of the upper-level unit situated on the upper floor of building number 2 as shown on Exhibit D in the Condominium is a plane (or planes) the elevation of which coincides with the upper surface of the pre-cast concrete quad-tee floor members separating such unit from the middle-level unit directly below it, extended to intersect the lateral or perimetrical boundaries of such upper-level unit, except that, with respect to the stairways leading to such upper floor from the middle-level unit, the lower boundary of any such upper-level unit is an inclined plane (or planes) which almost coincide with, but do not include, the unexposed (i.e., unfinished) backside surfaces of the drywall affixed to the underside of the stairway, extended to intersect the other lower boundaries of such upper-level unit and the lower boundary of the middle-level unit directly below and also extended to intersect the lateral or perimetrical boundaries of such upper-level unit with respect to the stairwell areas of such upper-level unit. The upper boundaries of any upper-level unit situated on the upper floor of building number 2 as shown on Exhibit D in the Condominium are intersecting inclined planes, the elevation of which coincide with the upper and unexposed (i.e., unfinished) backside surfaces of the ceiling drywall thereof, to include the ceiling drywall and skylights, if any, within that unit, extended to intersect the lateral or perimetrical boundaries thereof. The lateral or perimetrical boundaries of the unit situated on the upper floor of building number 2 as shown on Exhibit D in the unit are vertical planes which coincide with the unexposed (i.e., unfinished) backside surfaces of the perimeter drywall thereof, to include the perimeter drywall, fireplaces and plenums, if any, trim, windows and doors thereof, extended to intersect the upper and lower boundaries thereof and to intersect the other lateral or perimetrical boundaries of that unit; provided, however, that, with respect to the area of the stairwells in such upper-level unit there shall be additional lateral or perimetrical boundaries which is a vertical plane (or planes) which almost coincide with, but do not include, the unexposed (i.e. unfinished) backside surfaces of the drywall which forms a part of the perimetrical boundaries of the middle-level unit directly below, with respect to the stairwells, extended to intersect with the upper

boundary of such middle-level unit with respect to such stairway areas. The upper-level unit has, and hereby is acknowledged to have, a non-exclusive ingress and egress easement over the stairway landing and entry areas adjacent to and inside the exterior doors serving such upper-level unit and the middle-level unit and lower-level unit directly below. The stairway landing and entry areas are part of the middle-level unit and of the lower-level unit, respectively, as described above, and are not part of such upper-level unit.

(h) Equipment and appurtenances located within any unit and designed or installed to serve only that unit including, without limiting the generality of the foregoing, furnaces, air-conditioning equipment, air-handling equipment, heat pumps, coils, fans, mechanical equipment, appliances, non-bearing partition walls, flooring materials, tile, carpets, T-bars, hanger wires, primary runner channels, suspended ceiling materials, electrical receptacles, outlets and fixtures, plumbing fixtures and outlets and other plumbing apparatus, hot-water heaters, fixtures, trim, interior staircases, cabinets and the like, shall be considered a part of that unit and not a part of the common elements. Equipment and appurtenances located outside the boundaries of any unit but designed or installed in a manner to serve only a particular unit, including, without limiting the generality of the foregoing, heat pumps, furnaces, condensers, compressors, air-handling equipment, air-conditioning equipment, compressor pads, ducts, pipes, tubes, and the like shall be considered a part of the unit which they are designated or designed to serve and shall not be considered a part of the common elements. Equipment and appurtenances located within any unit and designed or installed to serve that unit (the "Host Unit"), and one additional unit (the "Additional Served Unit") only, including, without limiting the generality of the foregoing, furnaces, air-conditioning equipment, air-handling equipment, heat pumps, coils, fans, mechanical equipment, appliances, non-bearing partition walls, flooring materials, tile, carpets, electrical receptacles, outlets and fixtures, plumbing fixtures and outlets and other plumbing apparatus, hot-water heaters, fixtures, trim, interior staircases, cabinets and the like, shall be considered as jointly a part of the Host Unit and as a part of the Additional Served Unit, with each such unit owning an undivided fifty percent (50%) ownership interest therein, and not a part of the common elements; provided, further, that the owner of such Host Unit shall operate and maintain all such equipment and appurtenances in good working order and the owner of the Additional Served Unit shall share in, and promptly reimburse to the owner of the Host Unit, the costs of maintenance, operation, repair and replacement of such equipment and appurtenances in the amount of one-half of the

total costs of such maintenance, operation, repair and replacement, or in such other amounts and on such other terms and conditions as may be provided by written agreement by and between the owners of such Host Unit and the Additional Served Unit. Equipment and appurtenances located outside the boundaries of any unit but designed or installed in a manner to serve a particular unit and one additional unit (the "Additional Served Unit") only, including, heat pumps, furnaces, condensers, compressors, air-handling equipment, air-conditioning equipment, compressor pads, ducts, pipes, tubes, and the like shall be considered as jointly a part of the unit which they are designated or designed to serve and within which the connected indoors portions of such equipment and appurtenances are located (the "Host Unit") and as a part of the Additional Served Unit, with each such unit owning an undivided fifty percent (50%) ownership interest therein, including, without limiting the generality of the foregoing, heat pumps, furnaces, air conditioning equipment, and the like and shall not be considered a part of the common elements; provided, further, that the owner of such Host Unit shall operate and maintain all such equipment and appurtenances in good working order and the owner of the Additional Served Unit shall share in, and promptly reimburse to the owner of the Host Unit, the costs of maintenance, operation, repair and replacement of such equipment and appurtenances in the amount of one-half of the total costs of such maintenance, operation, repair and replacement, or in such other amounts and on such other terms and conditions as may be provided by written agreement by and between the owners of such Host Unit and the Additional Served Unit.

Except as otherwise specifically provided herein, construction of this Declaration as to unit boundaries and what constitutes part of such units shall be in accordance with Section 55-79.50 of the Condominium Act."

6. Section 4.2 of the Declaration, Easement for Access and Support, is hereby amended by the addition of a new subsection (c) Ingress and Egress thereto which subsection 4.2(c) is as set forth below:

"(c) Ingress and Egress. The lower-stairway landing and entry area in each Type 3 Unit is subject to a non-exclusive ingress and egress easement across such landing and entry area in favor of the Type 4 Unit located directly above each such Type 3 Unit. The lower-stairway landings and entry areas in the Type 5 Unit are subject to a non-exclusive ingress and egress easement across such landings and entry areas in favor of the Type 6 Unit and the Type 7 Unit. The stairway landings and entry areas and stairways in the Type 6

Unit are subject to a non-exclusive ingress and egress easement across such landings and entry areas and stairways in favor of the Type 7 Unit."

7. The Declaration, corrected heretofore, as further corrected and amended hereby, continues in full force and effect.

IN WITNESS WHEREOF, the President of the Dominion Green, An Office Condominium Unit Owners' Association has affixed his signature and seal on behalf of such Unit Owners' Association and the President of the Declarant has affixed her signature and seal on behalf of the Declarant for the purposes set forth below only.

DOMINION GREEN, AN OFFICE
CONDOMINIUM UNIT OWNERS'
ASSOCIATION

By:



Marvin J. Price,
President

Executed with respect to the correction of the Declaration made in Paragraph 1 above and to acknowledge, consent and agree to the foregoing amendment to the Declaration:

OKM DEVELOPMENT CORP.

By:



Susan K. Price,
President

COMMONWEALTH OF VIRGINIA)
) SS:
COUNTY OF FAIRFAX)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Marvin J. Price, President of Dominion Green, an Office Condominium Unit Owners' Association, whose name is signed to the foregoing Second Correction and First Amendment to Declaration, appeared before me in my jurisdiction aforesaid and personally acknowledged the same before me to be his act and deed as its President on behalf of said association.

April GIVEN under my hand and seal this 14TH day of
1989.

Dean M. Corra (SEAL)
NOTARY PUBLIC

My Commission Expires:

April 8, 1991

COMMONWEALTH OF VIRGINIA)
) SS:
COUNTY OF FAIRFAX)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Susan K. Price, President of OKM Development Corp., whose name is signed to the foregoing Second Correction and First Amendment to Declaration, appeared before me in my jurisdiction aforesaid and personally acknowledged the same before me to be his act and deed as its President on behalf of said corporation.

April GIVEN under my hand and seal this 14TH day of
1989.

Dean M. Corra (SEAL)
NOTARY PUBLIC

My Commission Expires:

April 8, 1991