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THIS MASTER DEED ESTABLISHING A HORIZONTAL PROPERTY REGIME, made this ____ day of _____, 1974 by Gulf Reston, Inc., a Delaware corporation, authorized to do business in Virginia (hereinafter referred to as "Grantor"), pursuant to the provisions of the Virginia Horizontal Property Act, Virginia Code Annotated Sections 55-79.1 through 55-79.38, as amended (hereinafter referred to as the "Act").

WITNESSETH THAT:

WHEREAS, Grantor is the fee simple owner of certain real property situated in Reston, Fairfax County, Virginia, more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Grantor has improved said real property by constructing thereon twenty-one multifamily structures, aggregating a total of 450 apartments and one combined community building and central heating plant structure (which real property and improvements are hereinafter referred to as the "Property"), to be known as Shadowood Condominium; and

WHEREAS, Grantor desires to establish by this Declaration a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the apartments in said multifamily structures on the Property, and for the co-ownership by the individual and separate owners thereof, as tenants in common, of all the remaining real property in the Property.

NOW, THEREFORE, Grantor hereby submits the Property to the provisions of the Act, and hereby makes the following declaration as to the divisions, covenants, restrictions, limitations, conditions and uses to which the Property may be put, hereby specifying that this Declaration shall constitute a covenant to run with the land and shall be binding on the Grantor, its successors and assigns, and all subsequent co-owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns:

A. Grantor hereby divides the Property into the following separate freehold estates:

1. The 450 separately designated and legally described freehold estates consisting of the spaces or areas contained within the perimeter walls of each of the apartment units in multifamily structures constructed on the Property, said spaces being defined, and referred to herein, as "apartments". Said "apartments" are located as shown on the survey labeled Exhibit B attached hereto and made a part hereof and are numbered as follows:

Type "B-L" Units (Two Bedroom) addressed on Castle Rock Square -

2200-1B	2235-1B
2202-1B	2236-1B
2204-1B	2237-1B
2206-1B	2238-1B
2208-1B	2239-1B

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Type "B-L" Units (Two Bedroom) addressed on Castle Rock Square - cont'd

2210-1B	2240-1B
2212-1B	2241-1B
2214-1B	2242-1B
2216-1B	2243-1B
2218-1B	2244-1B
2220-1B	2245-1B
2226-1B	2247-1B
2228-1B	2249-1B
2230-1B	2253-1B
2231-1B	2255-1B
2232-1B	2257-1B
2233-1B	2259-1B
2234-1B	

Type "B-R" Units (Two Bedroom) addressed on Castle Rock Square -

2200-2B	2235-2B
2202-2B	2236-2B
2204-2B	2237-2B
2206-2B	2238-2B
2208-2B	2239-2B
2210-2B	2240-2B
2212-2B	2241-2B
2214-2B	2242-2B
2216-2B	2243-2B
2218-2B	2244-2B
2220-2B	2245-2B
2226-2B	2247-2B
2228-2B	2249-2B
2230-2B	2253-2B
2231-2B	2255-2B
2232-2B	2257-2B
2233-2B	2259-2B
2234-2B	

Type "B-L" Units (Two Bedroom) addressed on Stoneview Square -

11600-1B	11633-1B
11601-1B	11635-1B
11602-1B	11637-1B
11603-1B	11641-1B
11604-1B	11643-1B
11605-1B	11645-1B
11606-1B	11647-1B
11607-1B	11649-1B
11609-1B	11650-1B
11611-1B	11651-1B
11613-1B	11652-1B
11615-1B	11653-1B
11617-1B	11654-1B
11619-1B	11655-1B
11621-1B	11656-1B

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Type "B-L" Units (Two Bedroom) addressed on Stoneview Square - cont'd

11623-1B	11657-1B
11625-1B	11658-1B
11627-1B	11659-1B
11629-1B	11661-1B
11631-1B	

Type "B-R" Units (Two Bedroom) addressed on Stoneview Square -

11600-2B	11633-2B
11601-2B	11635-2B
11602-2B	11637-2B
11603-2B	11641-2B
11604-2B	11643-2B
11605-2B	11645-2B
11606-2B	11647-2B
11607-2B	11649-2B
11609-2B	11650-2B
11611-2B	11651-2B
11613-2B	11652-2B
11615-2B	11653-2B
11617-2B	11654-2B
11619-2B	11655-2B
11621-2B	11656-2B
11623-2B	11657-2B
11625-2B	11658-2B
11627-2B	11659-2B
11629-2B	11661-2B
11631-2B	

Type "C-L" Units (Three Bedroom) addressed on Castle Rock Square -

2200-11C	2228-11C	2241-11C
2202-11C	2230-11C	2242-11C
2204-11C	2231-11C	2243-11C
2206-11C	2232-11C	2244-11C
2208-11C	2233-11C	2245-11C
2210-11C	2234-11C	2247-11C
2212-11C	2235-11C	2249-11C
2214-11C	2236-11C	2253-11C
2216-11C	2237-11C	2255-11C
2218-11C	2238-11C	2257-11C
2220-11C	2239-11C	2259-11C
2226-11C	2240-11C	
2200-21C	2228-21C	2241-21C
2202-21C	2230-21C	2242-21C
2204-21C	2231-21C	2243-21C
2206-21C	2232-21C	2244-21C
2208-21C	2233-21C	2245-21C
2210-21C	2234-21C	2247-21C
2212-21C	2235-21C	2249-21C
2214-21C	2236-21C	2253-21C

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Type "C-L" Units (Three Bedroom) addressed on Castle Rock Square - cont'd

2216-21C	2237-21C	2255-21C
2218-21C	2238-21C	2257-21C
2220-21C	2239-21C	2259-21C
2226-21C	2240-21C	

2200-31C
2202-31C
2204-31C

Type "C-R" Units (Three Bedroom) addressed on Castle Rock Square -

2200-12C	2228-12C	2241-12C
2202-12C	2230-12C	2242-12C
2204-12C	2231-12C	2243-12C
2206-12C	2232-12C	2244-12C
2208-12C	2233-12C	2245-12C
2210-12C	2234-12C	2247-12C
2212-12C	2235-12C	2249-12C
2214-12C	2236-12C	2253-12C
2216-12C	2237-12C	2255-12C
2218-12C	2238-12C	2257-12C
2220-12C	2239-12C	2259-12C
2226-12C	2240-12C	

2200-22C	2228-22C	2241-22C
2202-22C	2230-22C	2242-22C
2204-22C	2231-22C	2243-22C
2206-22C	2232-22C	2244-22C
2208-22C	2233-22C	2245-22C
2210-22C	2234-22C	2247-22C
2212-22C	2235-22C	2249-22C
2214-22C	2236-22C	2253-22C
2216-22C	2237-22C	2255-22C
2218-22C	2238-22C	2257-22C
2220-22C	2239-22C	2259-22C
2226-22C	2240-22C	

2200-32C
2202-32C
2204-32C

Type "C-L" Units (Three Bedroom) addressed on Stoneview Square -

11600-11C	11619-11C	11647-11C
11601-11C	11621-11C	11649-11C
11602-11C	11623-11C	11650-11C
11603-11C	11625-11C	11651-11C
11605-11C	11627-11C	11652-11C
11606-11C	11629-11C	11653-11C
11607-11C	11631-11C	11654-11C
11609-11C	11633-11C	11655-11C
	11635-11C	11656-11C

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Type "C-L" Units (Three Bedroom) addressed on Stoneview Square - cont'd

11611-11C	11637-11C	11657-11C
11613-11C	11641-11C	11658-11C
11615-11C	11643-11C	11659-11C
11617-11C	11645-11C	11661-11C
11600-21C	11619-21C	11647-21C
11601-21C	11621-21C	11649-21C
11602-21C	11623-21C	11650-21C
11603-21C	11625-21C	11651-21C
11604-21C	11627-21C	11652-21C
11605-21C	11629-21C	11653-21C
11606-21C	11631-21C	11654-21C
11607-21C	11633-21C	11655-21C
11609-21C	11635-21C	11656-21C
11611-21C	11637-21C	11657-21C
11613-21C	11641-21C	11658-21C
11615-21C	11643-21C	11659-21C
11617-21C	11645-21C	11661-21C

Type "C-R" Units (Three Bedroom) addressed on Stoneview Square -

11600-12C	11619-12C	11647-12C
11601-12C	11621-12C	11649-12C
11602-12C	11623-12C	11650-12C
11603-12C	11625-12C	11651-12C
11604-12C	11627-12C	11652-12C
11605-12C	11629-12C	11653-12C
11606-12C	11631-12C	11654-12C
11607-12C	11633-12C	11655-12C
11609-12C	11635-12C	11656-12C
11611-12C	11637-12C	11657-12C
11613-12C	11641-12C	11658-12C
11615-12C	11643-12C	11659-12C
11617-12C	11645-12C	11661-12C

Type "C-R" Units (Three Bedroom) addressed on Stoneview Square - cont'd

11601-22C	11619-22C	11647-22C
11602-22C	11621-22C	11649-22C
11603-22C	11623-22C	11650-22C
11604-22C	11625-22C	11651-22C
11605-22C	11627-22C	11652-22C
11606-22C	11629-22C	11653-22C
11607-22C	11631-22C	11654-22C
11609-22C	11633-22C	11655-22C
11611-22C	11635-22C	11656-22C
11613-22C	11637-22C	11657-22C
11615-22C	11641-22C	11658-22C
11617-22C	11643-22C	11659-22C
	11645-22C	11661-22C

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Each of the Type "B-L" Units and each of the Type "B-R" Units contains approximately 854.6 square feet and includes the following rooms: a living/dining room, a kitchen, two bedrooms, two bathrooms, four closets and a hall.

Each of the Type "C-L" Units and each of the Type "C-R" Units contains approximately 982.2 square feet and includes the following rooms: a living/dining room, a kitchen, three bedrooms, two bathrooms, five closets and a hall.

The individual "apartments" in the Property which shall be individually conveyed are shown and described in Exhibit D attached hereto and made a part hereof.

2. A freehold estate consisting of the remaining portion of the Property which is described and referred to herein as the "General Common Elements", which definition includes the multifamily structure, the combined community building and central heating plant and the land upon which they are located, and specifically includes, but is not limited to, roofs, main walls, slabs parking areas, community facilities, boilers, pumps, water tanks, trees, pavement, balconies, pipes, wires, conduits, air conditioners and ducts, and other public utility lines.

B. Ownership of each "apartment" shall include an undivided interest in the "General Common Elements" as set forth in Paragraph C below, and each "apartment" together with the undivided interest is defined and hereinafter referred to as a "family unit". The undivided interest in the "General Common Elements" which shall be conveyed with each "apartment" is as set forth in Exhibit B.

C. The proportionate shares of the separate owners of the respective "family units" in the profits and common expenses in the "General Common Elements", as well as their proportionate representation for voting purposes in the association of co-owners, is based on the proportionate value that each of the "family units", referred to herein, bears to the total value of all of the "family units". The proportionate values of the respective "family units", their respective interest for voting purposes, and their proportionate shares in the common profits and expenses shall be as follows:

Type "B-L" and "B-R" Units (2 bedroom)	-	.0020460
Type "C-L" and "C-R" Units (3 bedroom)	-	.0023085

D. Portions of the "General Common Elements" are hereby set aside and allocated for the restricted and exclusive use of the "apartments" to which such portions appertain, as shown on Exhibits B and D, and said areas shall be known as "Limited Common Elements - Concrete Patio" and "Limited Common Elements - Concrete Balcony".

E. The above respective undivided interests established and to be conveyed with the respective "apartments" as indicated above, cannot be changed, and Grantor, its successors and assigns, and grantees, covenant and agree that the undivided interests in the "General Common Elements" and the

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fee titles to the respective "apartments" conveyed therewith shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective "apartment" even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the "apartment".

F. Grantor, its successors and assigns, by this Master Deed, and all future owners of the "family units", by their acceptance of their deeds, covenant and agree as follows:

1. The "General Common Elements" shall remain undivided; and no co-owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the co-owners with respect to the operation and management of the condominium.
2. The "apartments" shall be occupied and used by the respective co-owners only as private dwellings for the co-owner, his family, tenants and social guests and for no other purpose.
3. The co-owner of each "apartment" shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective "apartment", nor shall said owner be deemed to own bearing walls within said "apartment", nor to own pipes, wires, conduits or other public utility lines running through said "apartment" which are used by or serve more than one "apartment", except as tenants in common with the other "family unit" co-owners. Each co-owner, however, shall be deemed to own non-bearing walls and partitions which are contained within the perimeter walls of his "apartment", and also shall be deemed to own the inner decorated and/or finished surfaces of all walls, floors and ceilings, including plaster, paint, carpet, tile and wall covering. No non-bearing wall or partition within any "apartment" may be moved or in any way altered without the prior approval of the Board of Directors of the Condominium Association.
4. The co-owners of the respective "apartments" agree that if any portion of the "General Common Elements" encroaches upon the "apartments", a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any multifamily structure or structures is or are partially or totally destroyed, and then reconstructed, the co-owners of "apartments" agree that minor encroachments by parts of the "General Common Elements" upon any "apartment", which encroachments occur as a result of said reconstruction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.
5. Grantor hereby reserves unto itself and its assigns easements upon and over such portion of the Property as is necessary to construct surfaced walkways to a width of 8 feet, said walkways to be maintained by the Reston Home Owners Association.
6. The administration of the Property shall be the responsibility of the Shadowood Condominium Association, consisting of all co-owners of "family units", which Association shall monthly

assess, levy and collect against, upon and from each "family unit", its co-owner or co-owners, or the occupants of any "apartment", sums necessary to operate, maintain, repair, replace, restore or improve the Property, which sums shall include amounts to be set aside in funded reserves for replacement and for working capital and which shall be known as the "common expenses". The Association shall function solely on a not-for-profit basis; no common expenses or other sums shall be assessed, collected, retained or expended other than for the maintenance, repair, replacement or improvement of the general common elements; and the Association shall undertake no activity unless it be directed to those ends. A co-owner of a "family unit" shall automatically, upon becoming the owner of a "family unit" or family units", be a member of the Association, and shall remain a member until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

7. The co-owners of "family units" covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Master Deed and the By-Laws of the Association, which By-Laws are attached hereto and made a part hereof, as Exhibit C. All "family units" shall be exempt from assessment until each is conveyed by Grantor to a co-owner other than Grantor. Grantor shall however, defray all maintenance and other costs, including funded reserves for replacement and for working capital, incurred in connection with such unconveyed "family units" at no expense to other co-owners.
8. Each co-owner, tenant or occupant of a "family unit" shall comply with the provisions of this Master Deed and the By-Laws and the decisions and resolutions of the Association, its Board of Directors, or its representative. Failure to comply with any such provisions, decisions and resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.
9. This Master Deed shall not be revoked or any of the provisions herein amended unless all of the co-owners and the mortgagees or first trust holders holding all of the mortgages or first deeds of trust covering the "family units" unanimously agree to such revocation or amendment by duly recorded instruments.
10. No co-owner of a "family unit" may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the "General Common Elements" or by the abandonment of his "family unit".
11. In any case in which an emergency threatening immediate damage to any portion of the Property arises, the Association or its duly authorized agent shall have a right to enter any "family unit" in which such emergency exists or which is threatened by such emergency without first obtaining consent of the co-owner thereof. In all other cases the Association or its duly authorized representative shall have the right to enter any "family unit" in order to discharge the responsibilities of the

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Association under this Master Deed and the By-Laws during reasonable hours and after first giving notice to the co-owner thereof.

G. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any "family unit" shall constitute a lien on such "family unit" prior to all other liens except only (1) tax liens on the "family unit" in favor of any assessing unit or special district, (2) all sums unpaid on any first deed of trust or mortgage of record, and (3) liens in favor of the Reston Home Owners Association. Such lien may be enforced by any lawful means and may be foreclosed by suit by the Board of Directors of the Association, acting on behalf of the co-owners of the "family units", in like manner as a mortgagee of real property. The Board of Directors, acting on behalf of the co-owners of the "family units", shall have power, unless prohibited herein, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

H. Where the mortgagee or party secured by a first deed of trust or a first mortgage of record or other purchaser of a "family unit" obtains title to the unit as a result of foreclosure of the said first deed of trust or mortgage, or as a result of the giving of a deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments chargeable by the Association to such "family unit" which became due prior to its acquisition of title to such "family unit". Such unpaid share of common expenses or assessments shall be deemed to be a common expense collectable from all of the "family units" including that of such acquirer, his successors and assigns.

I. The respective "family units" shall not be rented by the co-owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the "family unit" are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective "family units" shall have the absolute right to lease same provided that the said lease is expressly made subject to the covenants and restrictions contained in this Master Deed and further subject to the provisions of the By-Laws and of any rules and regulations promulgated by the Board of Directors of the Association.

J. In the event that the Property is substantially or totally damaged or destroyed, the repair, reconstruction, or disposition thereof shall be provided for as follows:

1. Partial destruction, which shall be deemed to mean destruction which does not render two-thirds or more of the "apartments" untenable, shall be reconstructed or repaired, unless at a meeting of the Association which, shall be called prior to commencement of such reconstruction or repair, this Master Deed is revoked in accordance with Paragraph F.8. hereof.
2. Total destruction, which shall be deemed to mean destruction

which does render two-thirds or more of the "apartments" untenable, shall not be reconstructed or repaired, unless at a meeting of the Association which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within 30 days after such final adjustment, co-owners of "apartments" who, in the aggregate, own 80% or more of the interest for voting purposes as set forth in Paragraph C hereof, vote in favor of such reconstruction or repair.

3. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications pursuant to which the improvements on the Property were originally constructed.
4. Where any damage is caused only to those parts of an "apartment" for which the responsibility of maintenance and repair is that of the co-owner of the "apartment", then that co-owner must undertake all necessary reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

K. In a voluntary conveyance of a "family unit" the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors of the Association or its agent, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association, and the Association or any co-owner shall not claim or seek to recover any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

L. The Board of Directors of the Association, or its duly appointed management agent, shall obtain and continue in effect insurance upon and in connection with the Property which shall be governed by the following provisions:

1. Comprehensive general liability and property damage insurance shall be carried with reputable companies authorized to do business in the State in such amounts as the Board may determine. The policy or policies shall name as insured all the co-owners and the Association. The policy or policies shall insure against loss arising from perils occurring on or in both the general Common Elements and each "apartment" and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association, and/or the Board.
2. Fire and other hazard insurance shall be maintained in force at all times. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as may be required by the respective mortgagees or first trust holders. The policy or policies shall insure against loss from perils therein covered to all of the General Common Elements except such as may be separately insured. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The General Common Elements shall be continually insured to value, and the policy or

policies shall contain replacement cost insurance. If reasonably available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild under Paragraph J above. The policy or policies shall name as insured all of the co-owners and the Association. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent co-owners.

3. Except as expressly provided in this clause, no co-owner shall separately insure his "family unit" or any part thereof against loss by fire or other casualty covered by the insurance carried under clause 2 above. Should any co-owner violate this provision, any diminution of insurance proceeds resulting from the existence of such other insurance, and/or failure to have the proceeds of such other insurance payable pursuant to the provisions of clause 2, shall be chargeable to the co-owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds.
4. A co-owner may carry such personal liability insurance as he may desire. In addition, any improvements made by a co-owner to the real property within an "apartment", as well as the personal property of the co-owner, may be separately insured by such co-owner, such insurance to be limited to the type and nature of coverage referred to as "tenants improvements and betterments". All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to negligent co-owners.
5. The Board may purchase and maintain in force such debris removal insurance, fidelity bonds, and other insurance and/or bonds as it deems necessary. The Board shall purchase and maintain workmen's compensation insurance to the extent that the same shall be required by law respecting employees of the Association.
6. The Board is hereby appointed the attorney in fact for all co-owners to negotiate loss adjustment on the policy or policies carried under clauses 1,2,3 and 5 above.
7. In the event of damage or destruction by fire or other casualty affecting any "apartment", and/or if any portion of the General Common Elements is damaged or destroyed by fire or other casualty, all insurance proceeds paid in satisfaction of claims for said loss or losses shall be segregated according to losses suffered by each "family unit", and shall be paid to the Association, as trustee for the affected co-owner or co-owners and for the holder or holders of any first deed of trust or first mortgage, as their interests may appear. Said insurance proceeds, and the proceeds of any special assessments as hereinafter provided, whether or not subject to liens of mortgages or deeds of trust, shall be collected and disbursed by said trustee through a separate trust account on the following terms and conditions:

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- (a) Where required to rebuild and/or repair by Paragraph J, the Board shall have prepared the necessary plans, specifications, and maps, and shall execute the necessary documents to effect such reconstruction or repair as promptly as practicable, and in a lawful and workmanlike manner.

 - (b) In the event of a determination under Paragraph J not to rebuild the Board shall as promptly as practicable, take such steps as are necessary to sell the Property at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. All co-owners are specifically compellable to join in any such sale. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association, shall be distributed to the co-owners in the proportions set out in Paragraph C. The balance then due on any individual first deed of trust or mortgage executed in good faith and for value shall be first paid before the distribution of any proceeds to the co-owner whose unit is encumbered thereby.

 - (c) In the event that there is any deficiency between the insurance proceeds paid and the contract price for repairing or rebuilding, the Board shall levy a special assessment against each co-owner, in proportion to his percentage of ownership, to make up such deficiency. If any co-owner shall fail to pay said special assessment or assessments within thirty (30) days after the levy thereof, the Board shall make up the deficiency, and the remaining owners shall be entitled to the same remedies as those provided in Paragraph G.
-
- 8. The Board is authorized to provide coverage for payment of maintenance charges which are abated hereunder in behalf of a co-owner whose unit is rendered uninhabitable by a peril insured against. Maximum period of abatement may not exceed six months.

 - 9. Premiums upon all insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

SEAL

GULF RESTON, INC.

ATTEST:

By: _____

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Assistant Secretary

Vice President

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, _____, a Notary Public in and for the state and county aforesaid, do hereby certify that _____ and _____, whose names as Vice President and Assistant Secretary, respectively, of Gulf Reston, Inc. are signed to the foregoing Master Deed bearing date on the ____ day of _____, 197_, personally appeared before me this day in my said county, and in the name and on behalf of the said Gulf Reston, Inc. acknowledged the said writing as the act and deed of the said corporation, and made oath that they are Vice President and Assistant Secretary of the said corporation and that the seal affixed to said Master Deed is the true seal and that it has been affixed thereto by due authority.

GIVEN under my hand and official seal this ____ day of _____, 197__.

My Commission Expires _____.

Notary Public

27:1-9
27a:1-3

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EXHIBIT A TO MASTER DEED
SHADOWOOD CONDOMINIUM

DESCRIPTION OF RESTON, SECTION FIFTY-FOUR, BLOCK ONE-A,
CENTREVILLE DISTRICT, FAIRFAX COUNTY, VIRGINIA, AS THE SAME
IS DULY PLATTED AND RECORDED IN DEED BOOK 4011 ON PAGE 268

BEGINNING at a point in the southerly right-of-way line of South Lakes Drive, said point being the northeast corner of Block 8-A, Section 50, Reston;

thence running with the said southerly right-of-way line of South Lakes Drive the following courses and distances:

with the arc of a curve to the left whose radius is 1615.00 feet and whose chord bearing and chord are S. 63° 13' 44" E. 118.64 feet respectively, an arc distance of 118.66 feet to a point;

S. 65° 20' 02" E. 477.37 feet to a point;

with the arc of a curve to the right whose radius is 1485 feet and whose chord bearing and chord are S. 62° 33' 14" E. 144.06 feet respectively, an arc distance of 144.11 feet to a point; and

with the arc of a curve to the right whose radius is 41.00 feet and whose chord bearing and chord are S. 13° 04' 00" E. 59.68 feet respectively, an arc distance of 66.85 feet to a point in the westerly right-of-way line of Soapstone Drive;

thence with the westerly right-of-way line of Soapstone Drive the following courses and distances:

S. 33° 38' 27" W. 12.98 feet to a point;

with the arc of a curve to the left whose radius is 615.00 feet and whose chord bearing and chord are S. 10° 18' 03" W. 487.30 feet respectively, an arc distance of 501.05 feet to a point;

S. 13° 02' 19" E. 363.16 feet to a point; and

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with the arc of a curve to the left whose radius is 771.76 feet and whose chord bearing and chord are S. 14o 53' 38" E. 49.99 feet respectively, an erly line of Block 2, Section 54, Reston;

EXHIBIT C
To Master Deed for
Shadowood Condominium

BY LAWS OF SHADOWOOD CONDOMINIUM ASSOCIATION

ARTICLE I

APPLICABILITY

The provisions of these By-Laws are applicable to and in connection with that horizontal property regime established with respect to real property and improvements located on South Lakes and Soapstone Drives, Reston, Fairfax County, Virginia (the "Property") pursuant to the provisions of the Virginia Horizontal Property Act, Virginia Code Annotated, Sections 55-79.1 through 55-79.38, and known as "Shadowood Condominium".

All present or future co-owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws.

The mere acquisition or rental of any family unit (as the same is defined in the Master Deed for Shadowood Condominium) or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Membership, Voting. Each and every co-owner of a family unit shall be a member of the Shadowood Condominium Association. Voting shall be on a percentage basis, and the percentage of the total vote to which a co-owner is entitled is the percentage assigned to his family unit or units in the Master Deed. When any family unit is owned of record in joint tenancy, or in tenancy-in-common, or in any other form of joint or common ownership, such joint or common co-owners shall be entitled only to that percentage of the total vote to which one person would be entitled were he or she the owner of such residential unit. Such vote shall be exercised only by unanimous consent of the joint or common co-owners concerned.

Section 2. Majority of Co-owners. As used in these By-Laws the term "majority of co-owners" shall mean those co-owners holding 51% of the votes calculated in accordance with the percentages assigned in the Master Deed and

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Section 1, Article II above.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person of owners holding 10% of the votes calculated in accordance with the percentages assigned in the Master Deed shall constitute a quorum at any meeting.

Section 4. Proxies Prohibited. Voting by proxy is expressly prohibited.

ARTICLE III

ADMINISTRATION

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association in Reston, Virginia, or such other suitable place convenient to the co-owners as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the Association shall be held within ninety (90) days after the closing of sale on the three hundred thirty eighth (338th) family unit to be conveyed to a co-owner other than the Grantor named in the Master Deed, or on the second Monday in November, 1977, whichever shall first occur. Thereafter, the annual meeting shall be held on the first Monday in March of each succeeding year. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The co-owners may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the co-owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the co-owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the time and place where it is to be held, and where necessary, its purpose, to each co-owner of record, at least 5 but not more than 30 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 5. Adjourned Meetings. If any meeting of co-owners cannot be organized because a quorum has not attended, the co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association

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shall be governed by a Board of Directors composed of five natural persons. The Initial Directors shall be Lee C. Shur, William Lauer, William E. Johnston, Jr., Robert McLean and Robert M. Perce, Jr. All other and subsequent members must be co-owners of units in the project.

Section 2. Powers and Duties. The Board of Directors shall have such authority and responsibility as is necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Master Deed, or by these By-Laws prohibited them.

Section 3. Other Duties. In addition to duties imposed by the Master Deed, by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep, and improvement of the General and Limited Common Elements.
- (b) Establishing the annual budget and setting the level of monthly assessments.
- (c) Collection of monthly assessments from the co-owners.
- (d) Enforcement and interpretation of the terms of the Master Deed and these By-Laws.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize.

Section 5. Election and Term of Office. At the first annual meeting of the Association the term of office of two Directors shall be fixed at three (3) years, the term of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected.

Section 6. Vacancies. Vacancies in the Board of Directors shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until the expiration of the term of the Director whose position he was named by the Board to fill.

Section 7. Removal of Directors. At any regular or special meeting of co-owners duly called, any one or more of the Directors may be removed with or without cause by a majority of the co-owners present at such meeting, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting. The Initial Directors may not be removed prior to the first annual meeting, except by action of Gulf Reston, Inc.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected

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Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 9. Regular Meetings. The Board of Directors may provide by resolution the time and place for the holding of regular meetings of the Board without other notice than such resolution. At least four such meetings shall be held during each fiscal year.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 11. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Informal Action by Directors. Any action which may be taken at a meeting of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all Directors.

Section 14. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The President and Vice President must be Directors. The Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority

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of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including, but not limited to the power to appoint committees from among the co-owners, from time to time and as he may in his discretion decide is appropriate, in order to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association and shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE CO-OWNERS

Section 1. Assessments. All co-owners are obligated to pay monthly assessments imposed by the Association to meet all common expenses, which must include a liability insurance policy premium, an insurance premium for a policy to cover repair and reconstruction work in case of fire, earthquake or other hazard, and all charges for utilities serving the Property and the family units thereon, except telephone. Such assessments may include monthly payments to reserve funds for replacement and for working capital.

Section 2. Maintenance and Repair.

- (a) Every co-owner must perform promptly all maintenance and repair work within his own apartment, which if omitted would affect the project in its entirety or in a part belonging to other co-owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

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- (b) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through his fault.

Section 3. Internal Changes to Family Units.

- (a) All units shall be used for residential purposes only, as provided in the Master Deed.
- (b) A co-owner shall not make structural modifications or alterations in his apartment or installations located therein without previously notifying the Association in writing, through the management agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within 30 days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modifications or alteration.

Section 4. Right of Entry. Duly authorized representatives of the Association may enter any family unit in accordance with the terms and conditions established in the Master Deed.

Section 5. Rules and Regulations. The Board of Directors shall have full authority to make and enforce such Rules and Regulations for the administration of the Property and the affairs of the Association as are consistent with the law, the Master Deed and the Deed of Dedication for Reston, Section Two, as the same may be from time to time in effect upon the Property.

ARTICLE VII

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended at a meeting of the members of the Association, duly constituted for such purpose, and no amendment shall take effect unless approved by co-owners holding at least 75% of the total value of all family units as the same is specified in the Master Deed. However, these By-Laws may not be amended in any respect until after the first annual meeting of the Association.

ARTICLE VIII

MORTGAGEES

Section 1. Notice to Association. A co-owner who mortgages his family unit shall notify the Association through the management agent, if any, or the Secretary in the event there is no management agent, of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

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27a:4-10

27b:1-2