

2178

BOOK 569 PAGE 268

DECLARATION OF CONDOMINIUM

to be known as

LAKESIDE PLAZA CONDOMINIUM OFFICE COMPLEX

P. C. 1
slide 1, 2, 3, 4*See Correction*
D.B. 438p. 653

WHEREAS, OAK HILL DEVELOPMENT COMPANY, INC., a corporation organized under the laws of the State of Virginia, herein called the "Declarant," owns in fee simple certain real property located in the City of Lynchburg, Virginia, described in Exhibit "A", attached hereto and incorporated herein by reference; and,

WHEREAS, Declarant is undertaking at this time to improve that portion of the said real property described in Exhibit "B" by constructing thereon an office complex containing a total of ten (10) office units, sidewalks and parking area in accordance with plans incorporated herein by reference and described in Exhibit "C", attached hereto and made a part hereof; and,

WHEREAS, Declarant desires to reserve the option to expand the office complex from time to time hereafter, as more particularly set forth hereinafter, by improving the remainder of the said real property, as described in Exhibit "D", or any portion thereof.

NOW, THEREFORE, in order to create a condominium project consisting of said land described in Exhibit "B", and improvements (herein called the "Condominium"), and to be known as Lakeside Plaza Condominium Office Complex, Phase I, the Declarant hereby submits said property described in Exhibit "B" and all of its interests therein to the provisions of Title 55, Chapter 4.2, sections 55-79.39 through 55-79.103 of the 1950 Code of Virginia, as amended from time to time, and in furtherance thereof makes the following declarations as to division, limitations, restrictions, covenants and conditions, and hereby declares and agrees that said property is held and shall be held, conveyed, mortgaged

encumbered, leased, rented, used, occupied and improved subject to said declarations, which declarations shall constitute covenants running with the land and shall be binding on and for the benefit of the Declarant, its successors and assigns, and all subsequent unit owners of all or any part of the condominium and their respective successors, heirs, executors, administrators and assigns:

1. Building. There is one building included in the Condominium. Said building is hereinafter referred to as Lakeside Plaza Condominium Office Complex, Phase I. The office complex will consist of ten (10) one-story office units located in the two-story office building. Parking and traffic circulation have been provided around the perimeter of the Condominium with parking equal to or in excess of that required by the ordinances of the City of Lynchburg, Virginia, in effect as of the date hereof. The specific location of each individual office unit is as shown on the attached Exhibit "C".

2. Condominium Units. Annexed hereto and made a part hereof as Exhibit "E" is a list of all condominium units, with the letter designation of each unit, its approximate area, and the percentage of undivided interest in the common elements appertaining to each unit and its unit owner for all purposes, including voting. The immediate common elements to which it has access are shown on said Exhibit "C". Declarant reserves the right to reallocate the percentage of undivided interest in the common elements appertaining to each unit and its unit owner, as aforesaid, in the event the condominium is expanded from time to time hereafter, pursuant to section 55-79.56 of the 1950 Code of Virginia, as amended from time to time.

3. Additional Land. The Declarant expressly reserves, for a period of seven (7) years from the date hereof, the option to

expand the Condominium, from time to time hereafter, in its sole discretion, without limitation and without the necessity of the consent of any unit owners, by the addition, without limitation, of all or any portion of the additional land described in Exhibit "D". Portions of the additional land may be added to the Condominium at different times, without limitation as to the boundaries of such portions or the order in which they may be added to the Condominium. Forty-two is the maximum number of condominium units which may be created on the additional land and twenty is the maximum number of condominium units per acre that may be created on any portion of such additional land added to the Condominium. None of the condominium units on the submitted land or on any portion of the additional land added to the Condominium shall be restricted exclusively to residential use. The Declarant makes no assurances in regard to a) the locations of any improvements that may be made on any portions of the additional land added to the Condominium; b) the extent to which any structures erected on any portion of the additional land added to the Condominium will be compatible with structures on the submitted land in terms of quality of construction, the principal materials to be used, and architectural style; c) any and all other improvements that will be made on any portion of the additional land added to the Condominium; d) what types of units may be created on any portion of the additional land added to the Condominium; and e) the types, sizes, and maximum number of common elements and limited common elements within any portion of the additional land added to the Condominium. No covenants, restrictions, limitations, or other representations or commitments in the condominium instruments with regard to anything that is or is not to be done on the additional land, or any portion thereof, shall be binding as to any portion of such additional

land never added to the Condominium. The Declarant may exercise the option reserved pursuant hereto from time to time at any time hereafter during the term of the said option, by recording such plats and plans as may be required pursuant to section 55-79.58(c) of the 1950 Code of Virginia, as amended from time to time, together with a duly executed amendment to this Declaration, in the form as required by section 55-79.63 of the 1950 Code of Virginia, as amended from time to time, among the land records in the Clerk's Office of the Circuit Court of the City of Lynchburg, Virginia.

4. Easement for Expansion. The Declarant shall have a transferable easement over and on the common elements created pursuant hereto for the purpose of making improvements on the submitted land and on the additional land described in Exhibit "D" and for the purpose of doing all things reasonably necessary and proper in connection therewith.

5. Dimensions of Condominium Units. Each unit consists of that part of the building containing the unit which lies within the boundaries of the unit, and in addition, any pipes, wires, conduits, ducts, vents and other service and utility lines which are utilized for or serve a single condominium unit. Each unit shall not be deemed to include the undecorated or unfinished surfaces of perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each of them, or any pipes, wires conduits, ducts, vents and other service and utility lines which are utilized for or service more than one unit, the same being deemed common elements as hereinafter provided. Each unit shall be deemed to include all walls and partitions, which are not load-bearing within its perimeter walls, except where there is a common or party wall, in which instance the boundary shall be the center line of said wall, and the decorated or finished surfaces of perimeter walls or interior load-bearing walls, floors and ceilings,

including plaster, paint, wall paper or the like, carpeting, floor covering and built-in fixtures.

Additionally, the boundary lines of each unit are the exteriors of doors, windows and glass walls and the frames thereof.

6. Use of Units. The building and each of the units are intended and restricted as to use, and shall be used only for office purposes which are consistent with and appropriate to the design of the building and for which adequate stair, ventilation, plumbing and similar facilities exist. In the event of disagreement as to the meaning of "office purposes", the interpretation of the Board of Directors of the Association of Unit Owners shall be final and binding. In addition to and without limitation of the foregoing:

(a) No unit owner of a unit shall do, or suffer or permit to be done, anything in any unit which would impair the soundness or safety of the Condominium, or which would increase the rate or result in the cancellation of insurance applicable to the Condominium, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other units, or which would require any alteration of or addition to any of the common elements to be in compliance with any applicable law or regulation or which would otherwise be in violation of law.

(b) No unit owner of a unit shall, without the written approval and consent of the Board of Directors of the Association of Unit Owners, place or suffer to be placed or maintained (i) on any exterior door, wall or window of the unit, or upon any door, wall or window of the common elements, any sign, awning or canopy, or advertising matter or other thing of any kind, or (ii) any decoration, lettering or advertising matter on the glass of any window or door of the unit, or (iii) any advertising matter within the unit which shall be visible from the exterior thereof; provided, that said Board of Directors shall establish reasonable and uniform regulations permitting the placement and maintenance by each unit

owner of identifying signs and insignia of such sizes and materials and in such locations as shall be architecturally suitable and appropriate to the design and function of the project.

(c) No unit owner of a unit shall himself park, or allow his employees, agents, servants or invitees to park, any vehicle of more than one-half ton load carrying capability or trailer overnight on the premises.

(d) No unit owner shall allow the exterior portion of his unit to become run-down, unsightly or dilapidated in any manner that will detract from the overall appearance of the project, and, if any unit owner shall fail to remedy such situation after reasonable notice from the Board of Directors of the Association of Unit Owners, said Board may expend such funds as are necessary to rectify the same and charge such expense to the unit owner as provided in the By-Laws.

7. Common Elements. The common elements consist of all parts of the Condominium other than the units, including, without limitations, the limited common elements and the following:

(a) The land submitted to the provisions of the Condominium Act, as described in Exhibit "B";

(b) The foundations, columns, girders, beams, supports, main walls, roofs and floors;

(c) The hallways, corridors and walkways, stairs and stairways, but only to the extent shown as common elements on said Exhibit "C";

(d) The undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, and the floors and ceilings surrounding each unit;

(e) Central and appurtenant installations for power, light and ventilation, and all pipes, wires, conduits, ducts, vents and other service and utility lines which are utilized for or serve more than one condominium unit;

(f) The plaza and private sidewalk areas surrounding the building at the first floor level;

(g) Parking areas, ramps and driveways, but only to the extent shown as common elements on said Exhibit "C";

(h) Storage spaces and premises for the use of janitors and other persons employed for the operation of the Condominium, but only to the extent shown as common elements on said Exhibit "C";

(i) All other spaces and facilities shown as common elements on said Exhibit "C";

(j) In general all apparatus and installations existing for common use; and,

(k) All other parts of the Condominium necessary or convenient to its existence, maintenance and safety or normally in common use, except to the extent specifically included in the units.

Each unit owner of a unit may use the common elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of the other unit owners, subject always to the exclusive use of the limited common elements as provided in this Declaration.

8. Limited Common Elements. Air-conditioning equipment, ventilation equipment, and hot and cold water systems shall be limited common elements reserved for the use of the units respectively served thereby. In addition, any awnings, entrance ramps, doorsteps, halls, corridors, walkways, stairs and stairways, porches, balconies, patios and any other apparatus designed to serve less than all units, but located outside the boundaries of those units to be served thereby, shall be deemed a limited common element appertaining to those units exclusively. The costs of management of the limited common elements shall be common expenses. The costs of operation, upkeep, maintenance, repair and replacement of the limited common elements shall be charged to the unit owners of the units served thereby as condominium unit expenses in the manner provided in the By-Laws. Since each unit has been designed with air-conditioning equipment to serve that unit only, the costs of the operation, repair and replacement of said air-conditioning

system, including the compressor located in the common area, shall be the individual responsibility of each unit owner of such unit.

9. Encroachments. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of the building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the building, a valid easement shall exist for the encroachment and for the maintenance of the same so long as the building stands in which the unit is situated. In the event such building, the unit, any adjoining unit, or any adjoining common element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit, or of any unit upon any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as such building shall stand.

10. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. Each unit owner shall have an easement in common with the unit owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the unit owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit. The said Board of Directors shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in the building.

11. Easements. The said Board of Directors shall be authorized

to give, convey, transfer, cancel, relocate and otherwise deal with utility and other easements located on or affecting the Condominium.

12. Eminent Domain. If any portion of the common elements, or if one or more units, or if portions of any unit are taken by eminent domain, the provisions of section 55-79.44 of the 1950 Code of Virginia, as amended from time to time, shall govern.

13. Relocation of Boundaries Between Units and Subdivision of Units. The relocation of boundaries between adjoining units and subdivision of any units are expressly permitted in accordance with sections 55-79.69 and 55-79.70 of the 1950 Code of Virginia, as amended from time to time.

14. Units Subject to Declaration and By-Laws. All present and future unit owners and occupants of units shall be subject to and shall comply with the provisions of this Declaration and the By-Laws as they may be amended from time to time. The entering into a deed or occupancy of any unit shall constitute an agreement that the provisions of this Declaration and the By-Laws as they may be amended from time to time are accepted and ratified by such unit owner, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provision were recited and stipulated at length in each and every deed or conveyance or lease thereof.

15. Amendment of Declaration. Except as provided in section 3 hereinabove, this Declaration may be amended by an instrument recorded among the land records in the Clerk's Office of the Circuit Court of the City of Lynchburg, Virginia, and executed by unit owners representing not less than 75 percent of the percentage of undivided interests in the project; provided, that, except as provided in section 3 hereinabove, the common interest appurtenant to each unit as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all of the unit owners affected, expressed in an amended Declaration duly recorded.

16. Determination of Percentage of Unit Owners. Any percentage of unit owners specified herein shall mean a percentage of the total number of votes of all unit owners. Each unit owner shall have a percentage of the total number of votes equal to the percentage of undivided interest in the common elements appurtenant to such unit, as shown on Exhibit "E".

17. By-Laws. The By-Laws of the Lakeside Plaza Association of Unit Owners, a true copy of which is annexed hereto, are made a part of this Declaration, designated Exhibit "F".

18. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration which shall continue in full force and effect as if such provision had never been included herein.

19. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

20. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its corporate name by R. E. Clarke, its President, and its corporate seal to be affixed by C. H. Porter, Jr., Secretary-Treasurer, and duly attested by him by due authority

this 30th day of June, 1979.



OAK HILL DEVELOPMENT COMPANY, INC.,
a Virginia corporation

Its Secretary-Treasurer

By: R. E. Clarke
Its President

State of Virginia,

City of Lynchburg, to-wit:

I, Yicki K. Hunt, a Notary Public in and for the said State and City, do hereby certify that this day personally appeared before me in my said City, R. E. CLARKE, President, and C. H. PORTER, JR., Secretary-Treasurer, of OAK HILL DEVELOPMENT COMPANY, INC., a Virginia corporation, whose names are signed to the foregoing Articles of Association, and acknowledged the same before me for and on behalf of said corporation, and the said C. H. Porter, Jr., Secretary-Treasurer, made oath before me in due form of law that the seal affixed to the said Articles of Association is the true corporate seal of said corporation and that the same was affixed by due authority.

My commission expires: November 19, 1980

GIVEN under my hand this 29th day of June, 1979.

Yicki K. Hunt
Notary Public as aforesaid

EXHIBIT A

REAL PROPERTY OWNED BY DECLARANT

All that certain tract or parcel of land, situate, lying and being in the City of Lynchburg, Virginia, containing 5.09 acres as shown on a plat of survey dated May 27, 1969, made by Erskine W. Proffitt, C.L.S., entitled "Plat Showing Residue of the Property of Josephine & Florine DuPuy, Lynchburg, Virginia", recorded in the Clerk's Office of the Circuit Court for the City of Lynchburg, Virginia, in Deed Book 438, at page 278, and more particularly described according to said plat as follows, to-wit:

Beginning at an iron on a branch on the southeasterly side of Murrell Road near its intersection with Lakeside Drive, thence N. 83° 13' E. 2.67 feet to another iron on the same branch; thence with said line of Murrell Road N. 49° 58' E. 121.0 feet to an iron; thence N. 42° 28' E. 109.38 feet to an iron, said iron being marked "B" on said plat; thence N. 48° 05' E. 219.06 feet to a point, corner to property of E. C. Glass High School; thence leaving the said Murrell Road and with the line of E. C. Glass High School S. 43° 14' E. 477.2 feet past a marked oak to a point; thence S. 46° 46' W. 114.75 feet to a point; thence S. 43° 49' W. 228.50 feet to a point; thence leaving the line of said High School N. 56° 12' W. 263.40 feet to a point; thence S. 43° 49' W. 150.0 feet to a point in the northeasterly line of Lakeside Drive; thence with said line of Lakeside Drive N. 56° 12' W. 61.16 feet to an iron, said iron being marked "A" on said plat; thence with an arc to the right, the radius of which is 155.0 feet, a distance of 241.87 feet to an iron at said branch, the point of beginning.



BOOK 560 PAGE 279
Paciulli, Simmons & Associates, Ltd.
307 Maple Avenue, W. Vienna, Va. 22180 281-5800
Engineers, Planners, Surveyors, Landscape Architects

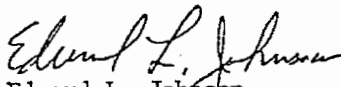
EXHIBIT B

CONDOMINIUM

DESCRIPTION OF PART OF LAKESIDE PLAZA OFFICE COMPLEX
(NORTH PORTION)
LYNCHBURG, VIRGINIA

P. C. 7
slide 1, 2, 3, 4

BEGINNING at a point on the southerly right-of-way line of Murrell Road said point being at the intersection with the right-of-way line of Lakeside Drive; thence with said Murrell Road N. 83° 13' 00" E. 2.67', N. 49° 58' 00" E. 121.00', N. 42° 28' 00" E. 109.38', N. 48° 05' 00" E. 219.06' to a point; thence departing said road S. 43° 14' 00" E. 76.00' to a point; thence through the tract S. 18° 36' 10" W. 184.32', S. 07° 41' 12" W. 125.27', S. 50° 40' 58" W. 74.72', N. 36° 49' 13" W. 42.19', N. 82° 13' 06" W. 84.35' and S. 84° 35' 50" W. 167.00' to a point on the right-of-way line of the intersection of the aforementioned Lakeside Drive and Murrell Road; thence with the right-of-way line of said intersection curving to the right 71.81' measured along the arc of a circle having a radius of 155.00' the chord being N. 19° 56' 03" E. 71.17' to the beginning containing 1.7229 acres.


Edward L. Johnson
June 28, 1979

NOTE: Description taken from the records and not the result of a field survey.



Paciulli, Simmons & Associates, Ltd.
307 Maple Avenue, W. Vienna, Va. 22180 281-5800
Engineers, Planners, Surveyors, Landscape Architects

EXHIBIT D

ADDITIONAL LAND

DESCRIPTION OF PART OF LAKESIDE PLAZA OFFICE COMPLEX
(SOUTHERLY PORTION)
LYNCHBURG, VIRGINIA

P. C. 1
slide 1, 2, 3, 4

BEGINNING at a point on the northerly right-of-way line of Lakeside Drive said point marking the beginning of its intersection with Murrell Road; thence with said intersection curving to the right 170.06' measured along the arc of a circle having a radius of 155.00' the chord being N. 24° 46' 10" W. 218.06' to a point; thence through the tract N. 84° 35' 50" E. 167.00', S. 82° 13' 06" E. 84.35', S. 36° 49' 13" E. 42.19', N. 50° 40' 58" E. 74.72', N. 07° 41' 12" E. 125.27' and N. 18° 36' 10" E. 184.32' to a point in the line of the boundary of the tract; thence with said boundary S. 43° 14' 00" E. 401.20', S. 46° 46' 00" W. 114.75', S. 43° 49' 00" W. 228.50', N. 56° 12' 00" W. 263.40' and S. 43° 49' 00" W. 150.00' to a point on the aforementioned northerly right-of-way line of Lakeside Drive; thence with said right-of-way line N. 56° 12' 00" W. 61.16' to the beginning containing 3.3727 acres.

Edward L. Johnson
June 28, 1979

NOTE: Description taken from the records and not the result of a field survey.

EXHIBIT "E"

LIST OF CONDOMINIUM UNITS

With respect to each condominium unit, the letter designation of the same, the approximate area thereof, and the percentage of undivided interest in the common elements appertaining to each unit for all purposes, including voting, are as follows:

LAKESIDE PLAZA CONDOMINIUM OFFICE COMPLEX, PHASE I

<u>Condominium Unit</u>	<u>Approximate Gross Area in Square Feet</u>	<u>Percentage</u>
A	1200	10%
B	1200	10%
C	1200	10%
D	1200	10%
E	1200	10%
F	1200	10%
G	1200	10%
H	1200	10%
J	1200	10%
K	1200	10%
TOTAL		100%

EXHIBIT "F"

BY-LAWS OF LAKESIDE PLAZA ASSOCIATION
OF
UNIT OWNERS

ARTICLE I

Introductory Provisions

Section 1. Definitions. Unless clearly repugnant to the context, the following terms, whenever used in these By-Laws, shall be given the following meanings:

(a) "Declaration" means the declaration of a condominium to be known as Lakeside Plaza Condominium Office Complex, Phase I, dated the 29th day of June, 1979, recorded among the land records of the Circuit Court of the City of Lynchburg, Virginia, as amended from time to time.

(b) "Declarant" means Oak Hill Development Company, Inc., a corporation organized under the laws of the State of Virginia.

(c) "Condominium" means all of the land, buildings and other property with respect to which a condominium shall exist from time to time pursuant to the Declaration.

(d) "Common elements" means and includes the parts of the Condominium designated in the Declaration as common elements.

(e) "Limited common elements" means and includes the parts of the condominium designated in the Declaration as limited common elements.

(f) "Condominium unit" means an office unit in the Condominium, within the meaning of the Condominium Act, as designated and described in the Declaration.

(g) "Common interest" means the percentage of undivided interest in the common elements appertaining to each condominium

unit, as expressed in the Declaration. There shall be appurtenant to each undivided interest in a condominium unit, expressed as a fraction or percentage thereof, an equivalent fraction or percentage of the common interest appurtenant to such condominium unit. Any specified percentage of the common interests means such percentage of all undivided interests in the common elements, in the aggregate. Any reference to the common interests of a unit owner or unit owners means the percentage of the common interests appertaining to the condominium units and undivided interests in condominium units of such unit owner or unit owners.

(i) "Common expenses" means and includes the expenses defined in section 1 of Article VI.

(i) "Condominium unit expenses" means and includes the expenses defined in section 2 of Article VI.

(j) "Association" means the Lakeside Plaza Association of Unit Owners, which shall include all unit owners of the condominium units acting as a group in accordance with these By-Laws and the Declaration.

(k) "Unit Owner" means a person owning all or any interest in a condominium unit and the common interest appertaining thereto, to the extent of such interest so owned.

(l) "Mortgagee" means a person, firm or corporation either under the terms of a mortgage or deed of trust that is the holder of the note(s) secured thereby.

(m) "Operation of the condominium" means and includes the administration, management and operation of the Condominium and the maintenance, repair and replacement of, and the making of any additions and improvements to, the common elements.

(n) "Additional Land" means land which may be added to the Condominium in whole or in part, in accordance with the provisions of the Declaration.

(o) All pronouns used herein shall include the male, female and neuter genders and shall include the singular or plural numbers, as the case may be.

ARTICLE II

Association of Unit Owners

Section 1. Composition and Powers. The Association shall be composed of all of the unit owners, including the owners of units on any portion of the Additional Land added to the Condominium. The Association shall have all of the powers with respect to the operation and regulation of the condominium project conferred upon the Association by the Declaration and these By-Laws, or which may be conferred upon the unit owners' association of a Condominium pursuant to the provisions of the Condominium Act.

Section 2. Meetings. All meetings of the Association shall be held at 2731 Wards Road,, Lynchburg, Virginia 24505, or such other place as shall be stated in the notice of meeting. The first annual meeting of the Association shall be held at 2731 Wards Road, Lynchburg Virginia 24505, on the first anniversary after the date of the Declaration, without further notice. Thereafter the annual meeting of the Association shall be held in the month of July or August, on such date as the President may designate, or if the President shall fail to designate such date by the 1st day of August, then on the third Monday in August. Special meetings of the Association may be called at any time by the President or any two directors and shall be called upon the request of 25 percent of the unit owners. At any special meeting only such business shall be transacted as shall have been indicated by a specific or general description in the notice of such meeting.

Section 3. Notice of Meetings. The Secretary shall, at least twenty-one days before the date set for each annual or regularly scheduled meeting, and at least seven days before any special meeting, give written or printed notice thereof to every unit owner according to the Association's record of ownership interests, stating whether it is an annual or special meeting and the purpose thereof. The Secretary shall give a like notice to each holder of a duly recorded mortgage or deed of trust affecting any condominium unit whose name and address shall have been furnished to the Board in a written request to the Board for such notices. Any such notice may be given in any of the following ways:

(a) By hand delivery of the same to the unit owner or mortgagee personally, or, if the unit owner or mortgagee shall be a corporation, to any officer thereof; provided the Secretary certifies in writing that such notice was delivered, or,

(b) By mailing the same, postage prepaid, addressed to the unit owner at the address of such unit owner as it appears on the record of ownership interests of the Association, or, in the case of a mortgage or deed of trust, at the address of such mortgagee as stated in the request of such mortgagee for such notices.

If notice is given pursuant to the provisions of this section, the failure of any unit owner or mortgagee to receive actual notice of such meeting shall in no way invalidate the meeting or any proceedings thereat. The presence of all unit owners and mortgagees entitled to notice in person or by proxy at any meeting shall render it a valid meeting, notwithstanding that notice thereof was not given or was improper, unless any unit owner or mortgagee shall at the opening thereof object to the holding of such meeting for noncompliance with the provisions of this section.

Section 4. Quorum and Adjournment. The presence at any meeting, in person or by proxy, of 25 percent of the unit owners

shall constitute a quorum. Any meeting of the Association, whether annual or special, may be adjourned from time to time, whether a quorum be present or not, without notice other than the announcement at the meeting, and such adjournment may be to such time and to such place as may be determined by a majority of the votes cast at such meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called and notified.

Section 5. Voting.

(a) The percentage of undivided interests in the common elements appertaining to each condominium unit and its unit owners for all purposes, including voting, shall be the percentage specified in the Declaration, as amended from time to time. The total number of votes of all unit owners shall be one hundred. The unit owner of all of a condominium unit shall have a percentage of the total number of votes equal to the percentage of undivided interests in the common elements appertaining to such unit. The unit owner of an undivided interest in a condominium unit shall have a percentage of the total number of votes equal to the percentage of undivided interests in the common elements appertaining to such unit, multiplied by the percentage of undivided interests in such unit held by such unit owner. Except as otherwise expressly provided herein or in the Declaration or by law, the vote at any meeting of unit owners representing a majority of the total number of votes present shall be necessary, and shall be sufficient, to adopt decisions and take action binding upon all of the unit owners.

(b) Any unit owner may empower any person to vote as the proxy of such unit owner at any meeting of the Association by written proxy or authorization, duly acknowledged, filed with the

Secretary. Such written proxy or authorization, unless specially limited by its terms, shall remain effective until there shall be filed with the person presiding over any such meeting a written revocation of the same or a written proxy or authorization of later date. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy.

(c) If, not less than 24 hours prior to the time fixed for any annual meeting or for any special meeting to be held for the election of directors, a unit owner or unit owners having not less than 75 percent of the total number of votes shall deliver to the President or Secretary a request that the election of directors to be elected at the meeting be by cumulative voting, then the directors to be elected at the meeting shall be chosen as follows: Each unit owner present in person or represented by proxy at the meeting shall have a number of votes equal to the number of votes which such unit owner would have at such meeting pursuant to the foregoing subparagraph (a) of this section, multiplied by the number of directors to be elected at the meeting; each unit owner shall be entitled to cumulate his votes and give all thereof to one nominee or to distribute his votes in such manner as he shall determine among any or all of the nominees; and the nominees receiving the highest number of votes on the foregoing basis, up to the total number of directors to be elected at the meeting, shall be the successful nominees.

Section 6. Powers of Declarant. Pursuant to section 55-79.74(c) of the 1950 Code of Virginia, as amended from time to time, the Declarant shall exercise all the rights, duties and functions of the Association, its Board of Directors and officers, including the assessment of common expenses and condominium unit expenses, until the first annual meeting of the Association held pursuant to the terms of section 2 of this Article II, hereinabove. The Declarant expressly reserves, for a period of seven (7) years

from the date of the Declaration, the option to expand the Condominium, from time to time hereafter, in its sole discretion, without limitation and without the necessity of the consent of any unit owners, by the addition, without limitation, of all or any portion of the Additional Land described in Exhibit "D" to the Declaration, upon the terms and conditions more particularly set forth in the Declaration.

ARTICLE III

Board of Directors

Section 1. Membership. There shall be a Board of Directors of the Association consisting of 3 directors, who shall be elected at the annual meeting of the Association, or, in the case of failure to act at said meeting, at a special meeting called for such purpose. Subject to the provisions of these By-Laws, directors shall hold office until the next annual meeting and thereafter until their successors are duly elected, notwithstanding any expansion of the Condominium which may occur during their term of office.

Section 2. Removal. The entire Board of Directors, or any individual director, may be removed from office at any meeting called for such purpose by a vote of unit owners representing a majority of the total number of votes of all unit owners, irrespective of the number of votes present at such meeting. If any or all directors shall be so removed, new directors may be elected at the same meeting; provided, that if the director or directors so removed were elected by cumulative voting, such new directors shall be elected in the manner provided in section 5(c) of Article II.

Section 3. Meetings. The Board of Directors shall hold a meeting at the place of the annual meeting of the Association and as soon as practicable thereafter, and no notice thereof shall be

necessary. Other meetings may be held at such times and at such places as the business of the Association shall require according to resolution of the Board of Directors or upon call of the President or any two directors. The Board of Directors may establish regular meetings which may be held at such places and at such times as they may from time to time by vote determine, and when any such meeting or meetings shall be so determined no further notices to the directors shall be given to each director by the Secretary or by the person or persons calling the meeting by advising him by telephone, by word of mouth, or by delivering written notice of such meeting to him not less than one day prior to the meeting or by leaving written notice of such meeting at his residence or usual place of business not later than five days before the meeting. Any director may waive notice of any meeting of directors in writing signed by himself or his duly authorized attorney-in-fact either before or at or after the meeting. The presence of any director or the alternate of such director at any meeting shall be the equivalent of a waiver of the requirement of the giving of notice of said meeting to such director.

Section 4. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of such Board, but no vote of the directors shall be valid unless concurred in by a majority of the entire number.

Section 5. Powers. The Board of Directors, for the benefit of the unit owners, shall have the following powers and duties:

(a) To exercise all of the powers of the Association with respect to the operation and regulation of the Condominium which are conferred upon the Board or the Association by the Condominium Act, or the Declaration, or which may be conferred upon the Board by these By-Laws; provided, that no addition to or alteration of the common elements shall be made which is not consistent with the description thereof contained in the Declaration.

(b) To make contracts and incur liabilities in connection with the exercise of any of the powers and duties of the Board.

(c) To provide or cause to be provided all goods and services required by the By-Laws or by law, or which the Board, in its discretion, deems necessary for the proper operation of the Condominium, or which are used in common or jointly by the common elements and condominium units, in each case to the extent such goods and services shall not be otherwise provided.

(d) To render or cause to be rendered statements, when required by law, of any assessments which remain unpaid by any unit owner.

(e) To bring action on behalf of two or more of the unit owners, as their respective interests may appear, with respect to any cause of action relating to the common elements or more than one condominium unit, as the Board deems advisable.

(f) To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these By-Laws.

(g) To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board.

(h) To engage the services of a managing agent to perform such duties and services as it shall authorize, to fix the compensation of such managing agent, and to delegate to such managing agent any or all of its powers and duties, as the Board deems advisable.

(i) To designate and remove personnel necessary for the maintenance, repair and replacement of the common elements.

(j) To procure such fidelity bonds as the Board deems advisable covering officers and employees of the Association handling and responsible for the Association's funds and personal property, and to procure directors' and officers' liability insurance if the Board deems it advisable. The premiums of such bonds and insurance shall be paid by the Association as common expenses.

(k) To determine policies and to adopt administrative rules and regulations governing the details of the operation and use of the condominium, including the common elements, and to amend such administrative rules and regulations from time to time as the Board deems advisable.

(1) To perform any and all duties imposed on the Board by applicable law.

Section 6. Compensation. There shall be no compensation paid to members of the Board for acting as such, except for a reasonable director's fee for attendance at the meetings of the Board, as established by the Association.

Section 7. Indemnity. The Association shall indemnify each present and future officer or director of the Association against all costs, expenses and liabilities, including the amounts of judgments, amounts paid in compromise settlements and amounts paid for services of counsel and other related expenses, which may be incurred by or imposed on him in connection with any claim, action, suit, proceeding, investigation or inquiry hereafter made, instituted or threatened, in which he may be involved as a party or otherwise by reason of his being or having been such officer or director, or by reason of any past or future action taken or authorized or approved by him or any omission to act as such officer or director, whether or not he continues to be such officer or director at the time of the incurring or imposition of such costs, expenses or liabilities, except such costs, expenses or liabilities as shall relate to matters as to which he shall in such action, suit or proceeding be finally adjudged to be, or shall be liable by reason of his negligence or willful misconduct toward the Association in the performance of his duties as such officer or director. As to whether or not an officer or director was liable by reason of negligence or willful misconduct toward the Association in the performance of his duties as such officer or director, in the absence of such final adjudication of the

existence of such liability, the Board of Directors and each officer and director may conclusively rely upon an opinion of legal counsel selected by or in the manner designated by the Board of Directors. The foregoing right of indemnification shall not be exclusive of other rights to which any such officer or director may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators and assigns of each such officer or director.

ARTICLE IV

Officers

Section 1. Election of Officers. The officers of the Association shall be the President, Vice-President, Secretary and Treasurer, and, in addition thereto, in the discretion of the Board, such other officers with such duties as the Board shall from time to time determine. The President and Vice-President shall be elected annually by the Board from among the members of the Board, and all other officers shall be elected by the Board from among or outside the membership of the Board as the Board may determine, and all officers shall serve until their successors shall have been elected, notwithstanding any expansion of the Condominium which may occur during their term of office. The Treasurer may be a corporation. All officers shall be subject to removal at any time by the affirmative vote of the majority of the Board. The Board may, in its discretion, elect acting or temporary officers and elect officers to fill vacancies occurring for any reason whatsoever, and may in its discretion, limit or enlarge the duties and powers of any officer elected by it.

Section 2. The President. The President shall preside at all meetings of the Association and of the Board and shall perform all other duties assigned by the Board.

Section 3. The Vice-President. The Vice-President shall perform all of the duties and exercise all of the powers and rights of the President provided by these By-Laws or otherwise during the

absence or disability of the President, or whenever the office is vacant, and shall perform all other duties assigned by the Board.

Section 4. The Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association in a minute book wherein all resolutions shall be recorded. The Secretary shall give notice, in conformity with these By-Laws, of any and all meetings and shall also perform all other duties assigned him by the Board.

Section 5. The Treasurer. The Treasurer shall keep the financial records and books of account of the Association; keep thorough and proper accounts of the financial transactions of the Association and render statements of the same in such form and at such times as the Board shall require; maintain a system of budgeting control; prepare and render, to such governmental officials as shall have the right to so require, tax returns and all exhibits, reports and other instruments required by law; have custody of all monies of the Association, or in its charge or that of the Board, and properly care for and disburse the same under the direction of the Board, except as some other officer or employee shall from time to time be expressly authorized so to do; receive and receipt for, either personally or by an employee authorized by him, all monies payable to the Association or the Board; and perform all other duties assigned to him by the Board.

ARTICLE V

Use and Maintenance of Premises

Section 1. Use of Premises. The building and each of the units are intended and restricted as to use, and shall be used only for office purposes which are consistent with and appropriate to the design of the building and for which adequate stair, ventilation, plumbing and similar facilities exist. In the event of disagreement as to the meaning of "office purposes", the interpretation of the Board of Directors of the Association shall be final and binding. In addition to and without limitation of the foregoing:

(a) No unit owner of a unit shall do, or suffer or permit to be done, anything in any unit which would impair the soundness or safety of the Condominium, or which would increase the rate or result in the cancellation of insurance applicable to the Condominium, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other units, or which would require any alteration of or addition to any of the common elements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.

(b) No unit owner of a unit shall, without the written approval and consent of the Board, place or suffer to be placed or maintained (i) on any exterior door, wall or window of the unit, or upon any door, wall or window of the common elements, any sign, awning or canopy, or advertising matter or other thing of any kind, or (ii) any decoration, lettering or advertising matter on the glass of any window or door of the unit, or (iii) any advertising matter within the unit which shall be visible from the exterior thereof; provided, that the Board shall establish reasonable and uniform regulations permitting the placement and maintenance by each tenant of identifying signs and insignia of such sizes and material and in such locations as shall be architecturally suitable and appropriate to the design and function of the Condominium.

(c) No unit owner of a unit shall himself park, or allow his employees, agents, servants or invitees to park, any vehicle of more than one-half ton load carrying capability or trailer overnight on the premises.

(d) No unit owner shall allow the exterior portion of his unit to become run-down, unsightly or dilapidated in any manner that will detract from the overall appearance of the Condominium, and, if any unit owner shall fail to remedy such situation after reasonable notice from the Board of Directors of the Association, said Board may expend such funds as are necessary to rectify the same and charge such expense to the unit owner.

Section 2. Work and Maintenance by Tenants. The unit owner of a condominium unit shall keep such condominium unit from the boundary line thereof, and all plumbing, electrical and other such fixtures and other appurtenances in the same, in good order and repair and shall be responsible for any damage or loss caused by failure to do so. The unit owner shall also be responsible for any damage caused to the common elements by the negligent use thereof. Each unit owner shall have the right, at the sole cost and expense of such unit owner, to install and remove partitions, to paint, paper, panel, plaster, tile, finish and do other such work on the interior surfaces of the ceilings, floors and walls of the condominium unit, to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls, and to finish, alter or substitute any plumbing, electrical or other such fixtures attached to said ceilings, floors or walls; provided, however, that this section shall not be construed as permitting interference with or damage to the structural integrity of the building or interference with the use and enjoyment of the common elements by other unit owners, nor shall it be construed to limit the intent expressed in Section 1 of this Article V.

Section 3. Entry for Repairs. The Board shall have the irrevocable right, on behalf of all unit owners, to have access from time to time during reasonable hours to any condominium unit as may be necessary for the operation of the condominium project or for making emergency repairs in such condominium unit necessary to prevent damage to the common elements or to another condominium unit or units. Such entry shall be made with as little inconvenience to the unit owner of the condominium unit as is practicable.

ARTICLE VI

Common Expenses and Condominium Unit Expenses

Section 1. Common Expenses. Each unit owner of a condominium unit or of an undivided interest in a condominium unit shall be

liable for and pay a share, on the basis of the allocation made as provided in section 3 of this Article VI, of the common expenses. Common expenses shall mean all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves as may be deemed necessary by the Board. Common expenses shall include, but shall not be limited to, all charges for taxes (except real property taxes and other such taxes assessed separately on each condominium unit and the common interest in the common elements appertaining thereto or on the personal property or any other interest of the unit owner), assessments, insurance, including fire and other casualty and liability insurance, yard and other similar services, wages, accounting and legal fees, management fees, and other expenses of upkeep, maintenance and management actually incurred by the Board on or for the common elements (including management of limited common elements), the costs of operation of the common elements other than limited common elements, and the costs of and a reserve for maintenance and repair, reinstatement, rebuilding and replacement of the common elements. Without limitation of the generality of the foregoing, common expenses shall include all expenses of alterations in or additions to the common elements (including limited common elements) which may be required, from time to time, to cause such common elements as built and existing to be in conformity with the description of the common elements contained in the Declaration, as amended from time to time. Payments of common expenses shall be made to the Board, as agent of the unit owners, and the Board shall transmit said payments on behalf of each unit owner to the third person entitled to said payments from such unit owner.

Section 2. Condominium Unit Expenses. Each unit owner of a condominium unit or of an undivided interest in a condominium unit shall be liable for and pay a share, on the basis of the allocation made as provided in section 3 of this Article VI, of the

condominium unit expenses. "Condominium unit expenses" means and includes the expenses (other than common expenses) incurred by the Board in providing utility and other services to the condominium units, and shall also include the costs of operation, upkeep and maintenance of the limited common elements, the costs of and a reserve for maintenance and repair, reinstatement, rebuilding, and replacement of the limited common elements, and all wages, and other costs incidental thereto. Payment of condominium unit expenses shall be made to the Board, as agent of the unit owners, and the Board shall transmit said payments on behalf of each unit owner to the third person entitled to said payments from such unit owner.

Section 3. Allocation of Common Expenses and Condominium Unit Expenses.

(a) For the purpose of fixing and determining the payments to be made as hereinabove provided in sections 1 and 2 of this Article VI, the Board shall, on behalf of all unit owners and as soon as practicable, determine for each year the estimated aggregate amount of the common expenses and condominium unit expenses for such year. For the purpose of such determinations, each year shall be the calendar year, except that the first year shall begin on the date upon which the condominium was established by recordation of the Declaration and end on the 31st day of December of said year. The Board, on behalf of the unit owners, may from time to time during each year make reasonable adjustments in said estimated aggregate amount of common expenses and condominium unit expenses on the basis of actual costs incurred. As soon as practicable after the end of each year, the actual aggregate amount of common expenses and condominium unit expenses for said year shall be determined by the Board. Said estimated and actual aggregate amounts of common expenses and condominium unit expenses for each year, as determined by the Board, shall be allocated as follows:

(i) The aggregate amount so estimated by the Board, and the actual aggregate amount so determined by the Board, shall be allocated from time to time to the common expenses and the condominium unit expenses, in accordance with the definitions set forth in sections 1 and 2 of this Article VI, by a certified public accountant selected by the Board, but such allocation need not be certified.

(ii) The amounts so allocated as common expenses shall then be allocated by the Board among the unit owners in proportion to the common interests appurtenant to their condominium units.

(iii) The amounts so allocated as condominium unit expenses shall be allocated by the Board among the unit owners of condominium units and of undivided interests in condominium units in proportion to the benefits of the related services provided to their respective condominium units and undivided interests in condominium units, as determined in accordance with the definitions set forth in section 2 of this Article VI, by a certified public accountant selected by the Board, but such allocation need not be certified.

(iv) The amounts of the estimated common expenses and condominium unit expenses for each year, so determined and allocated to each unit owner from time to time, shall be payable by the unit owner in monthly installments in advance, on or before the 1st day of each month, each monthly installment to be the aggregate of said amounts then unpaid, divided by the number of months, including the then current month, remaining in such year. Each unit owner shall pay any unpaid balance of the actual amount of said expenses as so determined and allocated by the Board, and any overpayment shall be refunded to the unit owner, within 30 days after notice of such determination and allocation. Any omission or delay in determining and

allocating said expenses for any year shall not relieve the unit owners therefrom. In such event, the unit owners, pending the determination and allocation thereof, shall pay monthly installments of common expenses and condominium unit expenses in accordance with the last determination and allocation of such expenses for the preceding year, and shall pay the deficiency, if any, upon the proper determination and allocation of the estimated common expenses and condominium unit expenses within 30 days after notice thereof. Each such payment transmitted to the Board, as agent of the unit owners, shall then be transmitted by the Board to the third person entitled to payment of the same from each unit owner.

(v) At all times, the most recent determination by a certified public accountant selected by the Board, in relation to the allocation of said expenses, shall be effective and shall govern all allocations of said expenses until another such determination shall be made. Amounts for which payment shall be due from any unit owner of estimated or actual expenses shall not be subject to reallocation. Amounts allocated to any unit owner of estimated or actual expenses, for which payment shall not have become due, shall be subject to reallocation in accordance herewith.

(b) In the event that an expansion of the Condominium occurs during any calendar year, the Board shall as soon as possible, on behalf of all unit owners, including owners of units on the Additional Land added to the Condominium, determine the estimated aggregate amount of common expenses and condominium unit expenses for the Condominium, as expanded, including such Additional Land added to the Condominium, from the date upon which the Condominium was expanded by recordation of an amendment to the Declaration until the 31st day of December of said year.

The Board, on behalf of the unit owners, may from time to time during such year make reasonable adjustments in said estimated aggregate amount of common expenses and condominium unit expenses on the basis of actual costs incurred. As soon as practicable after the end of such year, the actual aggregated amount of common expenses and condominium unit expenses from January 1 of said year until the date upon which the condominium was expanded by recordation of an amendment to the Declaration and the actual aggregated amount of such expenses from the date of expansion until December 31 of said year shall be determined by the Board. Said actual aggregate amounts of common expenses and condominium unit expenses for that portion of said year prior to the expansion of the Condominium shall be allocated in the same manner as in subsection (a) hereof among the unit owners as constituted prior to such expansion. Such expenses for that portion of said year subsequent to the expansion of the Condominium shall be allocated in the same manner as in subsection (a) hereof among the unit owners as constituted subsequent to such expansion.

Section 4. Payment as Agent. The Board shall pay or cause to be paid, on behalf of the unit owners, all common expenses and condominium unit expenses. The Board, on behalf of all unit owners, shall maintain or cause to be maintained separate books of account of common expenses and condominium unit expenses in accordance with recognized accounting practices, and shall have such books of account available for inspection by each unit owner or his authorized representative at reasonable business hours. The Board shall annually render or cause to be rendered a statement to each unit owner of all receipts and disbursements during the preceding year, which statement shall be certified by an independent certified public accountant (who may be the accountant employed for the purpose of allocation of such expenses). Each unit owner, as principal, shall be liable for and pay a share, determined as herein provided, of all common expenses and

condominium unit expenses and the Board shall be responsible, as agent for such unit owner, only to transmit the payments made by such unit owner to third persons entitled thereto. In the event funds are collected in any calendar year in excess of the amount needed, such accumulation, for statement purposes, shall be shown as a liability of the Association to the unit owners.

Section 5. Taxes and Assessments. The unit owner of each condominium unit shall be obligated to cause the real property taxes for such condominium unit and the common interest appertaining thereto to be assessed separately by the proper governmental authority and to pay all such real property taxes so determined directly to the proper governmental authority, pursuant to section 55-79.42 of the 1950 Code of Virginia, as amended. The foregoing sentence shall apply to all types of taxes which now are or may hereafter be assessed separately by law on each condominium unit and the common interest in the common elements appertaining thereto or the personal property or any other interest of the unit owner. Each unit owner shall execute such documents and take such action as may be reasonably specified by the Board to facilitate dealing with the proper governmental authority regarding such taxes, other taxes and assessments. Each unit owner shall be obligated to pay, as a common expense, a proportionate share of any assessment by the Board for any portion of taxes or assessments, if any, assessed against the entire condominium project or any part of the common elements as a whole and not separately, such payment to be made as directed by the Board. If, in the opinion of the Board, any taxes or assessments may be a lien on the entire condominium project or any part of the common elements, the Board may pay such taxes or assessments and shall assess the same to the unit owners in their proportionate share as determined by the Board. Such assessments by the Board shall be secured by the lien created by section 6 of this Article VI.

Section 6. Liens.

(a) All sums assessed by the Association for the share of the common expenses and condominium unit expenses chargeable to the unit owner of, or of an undivided interest in, any condominium unit which remain unpaid shall constitute a lien, with power of sale, on such condominium unit pursuant to section 55-79.84 of the 1950 Code of Virginia, as amended from time to time. Such lien, once perfected, shall be prior to all other liens, except (i) real estate tax liens on such condominium unit, (ii) liens and encumbrances recorded prior to the recordation of the Declaration, and (iii) all sums unpaid on any first mortgages or first deeds of trust recorded prior to the perfection of said lien and securing institutional lenders. Such lien may be enforced pursuant to section 55-79.84 of the 1950 Code of Virginia, as amended from time to time. The Board, acting on behalf of the Association, shall have power to bid in the condominium 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 or condominium unit expenses shall be maintainable without foreclosing or waiving the lien securing the same. Reasonable attorneys' fees and expenses in connection with collection of the debt secured by such lien or foreclosure thereof shall be paid by the unit owner against whom such action is brought and secured by the lien.

(b) Where the mortgagee of a first mortgage or first deed of trust of record or other purchaser of an interest in a condominium unit obtains title to such interest in the condominium unit as a result of foreclosure of such first mortgage or first deed of trust, such unit owner, his successors and assigns shall not be liable for the share of the common expenses or condominium unit

expenses or assessments by the Association chargeable to such condominium unit which became due prior to his acquisition of title to such condominium unit. Such unpaid share of common expenses or condominium unit expenses or assessments shall be deemed to be common expenses collectible from all of the condominium unit owners, including such unit owner acquiring title, his successors and assigns.

Section 7. Liability of Purchaser for Unpaid Common Expenses and Condominium Unit Expenses. In a voluntary transfer, the purchaser of an interest in a condominium unit shall be jointly and severally liable with the seller for all unpaid assessments against the latter for his share of the common expenses and condominium unit expenses up to the time of the transfer without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser therefor.

Section 8. Exemption by Assignment to Board of Directors. With the prior written consent of all other unit owners, and not otherwise, the unit owner or unit owners of a condominium unit may, by assigning the interest in the condominium unit and the common interest appurtenant thereto to the Board on behalf of all other unit owners, exempt himself or themselves from common expenses and condominium unit expenses thereafter accruing.

Section 9. Statement of Assessments. Any unit owner or contract purchaser of a condominium unit shall be entitled, upon written request directed to the Treasurer of the Association together with payment of a fee of \$10.00 to the Association, to a recordable statement setting forth the amount of unpaid condominium assessments currently levied against the unit to be furnished within five business days after the receipt of such request and/or payment of said fee, whichever is later.

Upon receiving such a statement, such unit owner or contract purchaser shall not be liable for, nor shall the condominium unit be subject to a lien for, any unpaid assessments for common expenses and condominium unit expenses assessed prior to the date of such statement in excess of the amount therein set forth.

Section 10. Exemption of Declarant. Notwithstanding any other provision of the Declaration or these By-Laws, the Declarant shall not be liable for or pay a share of the common expenses or condominium unit expenses as defined hereinabove for any condominium unit which it may own or in which it may have an undivided interest, provided that any such condominium unit is not occupied by the Declarant or any tenant of the Declarant and provided further than such unit has not been previously occupied by the Declarant or any tenant thereof. This section shall not be construed to relieve the Declarant of the responsibility to pay the actual expenses which it may incur attributable to any such unit which it may own or in which it may have an undivided interest.

ARTICLE VII

Other Provisions

Section 1. Insurance.

(a) The Board shall procure and maintain from a company or companies qualified to do business in Virginia (and, if necessary to procure the required coverage from other companies) a policy or policies (herein called the Policy) of Public Liability Insurance to insure the Board, each unit owner as the owner of the common interest, and the managing agent and other employees of the Association against claims for personal injury and property damage arising out of the existence of the premises or operations or contracts for construction work under a Comprehensive General Liability form with such additional inclusions of coverage as the Board of Directors may deem necessary and proper. The insurance shall exclude coverage for the personal activities of unit owners of the condominium units and employees as aforesaid and for liability arising out of ownership of interests in individual condominium units. Said insurance shall be for such

limits as the Board may decide, but not less than those limits customarily carried by properties of comparable character and usage in the City of Lynchburg, Virginia. Such policy:

(i) shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or by any breach of warranty or condition caused by the unit owner of any condominium unit, or by any act or neglect of the unit owner of any condominium unit;

(ii) shall provide that the policy may not be cancelled (whether or not requested by the Board) except by giving to the Board and to the unit owner of each condominium unit, in writing addressed to it at the premises, 30 days' written notice of such cancellation.

(b) The Board may also procure insurance which shall insure the common elements against such additional risks as the Board may deem advisable for the protection of the condominium unit owners of a character normally carried with respect to properties of comparable character and use in the City of Lynchburg, Virginia.

(c) The Board shall review not less frequently than annually, and whenever requested by 75 percent or more of the unit owners, the adequacy of its insurance program and shall report in writing the Board's conclusions and action taken on such review to the unit owner of each condominium unit, and to the holder of any mortgage or deed of trust on any condominium unit who shall have requested a copy of such report. At the request of any mortgagee of any condominium unit, the Board shall furnish to such mortgagee a copy of the policy described in subparagraph (a) of this section 1 and of any policy to which a mortgagee endorsement shall have been attached pursuant to subparagraph (b). Copies of every policy of insurance procured by the Board shall be available

for inspection by any condominium unit owner (or contract purchaser) at the office of the managing agent.

(d) Any such coverage procured by the Board shall be without prejudice to the right of the unit owners of condominium units to insure such condominium units and the contents thereof for their own benefit at their own expense. The Board shall not be required or authorized to insure the property constituting the project except as provided by the By-Laws.

(e) When any policy of insurance has been obtained by or on behalf of the Association, the Board shall furnish written notice of the obtainment thereof and of any subsequent changes therein or termination thereof within 30 days to each unit owner in the manner provided for notices of meetings of the Association as set forth in section 2 of Article II.

Section 2. Damage, Destruction and Replacement.

(a) In the event of substantial damage to or destruction of the common elements, all available insurance proceeds, including proceeds received for damage to common elements on any policy taken out by condominium unit owners, shall be held in trust by the Board, to repair, reinstate, rebuild or replace the common elements (herein called the work) in accordance with the original plans and specifications or if the work according to the original plans and specifications is not permissible under the applicable laws and regulations, then in accordance with such plans and specifications as modified by the Board to the extent necessary to permit the work to proceed, and approved by unit owners representing a majority of the total votes of all unit owners. In the event of any deficiency between said insurance proceeds and the cost of the work, each unit owner shall pay his proportionate share of said deficiency, as common expenses. The Board shall have the authority, as agent of all unit owners, to enter into a contract or contracts to accomplish the work.

Section 3. Statement on Alienation. Any unit owner or contract purchaser of any condominium unit shall be entitled, upon written request directed to the Secretary of the Association together with payment of a fee of \$25.00 to the Association, to a recordable statement certifying any waiver of, or failure or refusal to exercise, any rights of first refusal or other restraints on free alienability of the condominium units where such waiver, failure or refusal does in fact occur. Unless the condominium documents are otherwise amended, a statement, duly acknowledged, setting forth that no right of first refusal or other restraints on free alienability of the condominium units has been created, shall be sufficient to comply with this section.

Section 4. Covenant to Obey Laws, etc.

(a) Each unit owner shall be subject to the Condominium Act and the Declaration and shall abide by the By-Laws and Rules and Regulations as the same are or may from time to time be established by the Board.

(b) Each unit owner shall observe, comply with and perform all rules, regulations, ordinances and laws made by the Board of Health and any other governmental authority of the municipal, state and federal government applicable to the condominium.

Section 5. Amendment. These By-Laws may be modified or amended from time to time by a vote of not less than 75 percent of the unit owners at any annual meeting or at any special meeting called for such purpose, provided that all particulars required by law to be set forth in the By-Laws shall be embodied in these By-Laws and all modifications or amendments shall be set forth in an amendment to the Declaration and duly recorded as part of the Declaration.

Virginia: In the Clerk's Office of the Circuit Court of the City of Lynchburg on the 3 day of July 1979

This deed was presented and upon the annexed certificate of acknowledgment admitted to record at 4:15 o'clock P M.

Teste: Quanita E. Shields Clerk.

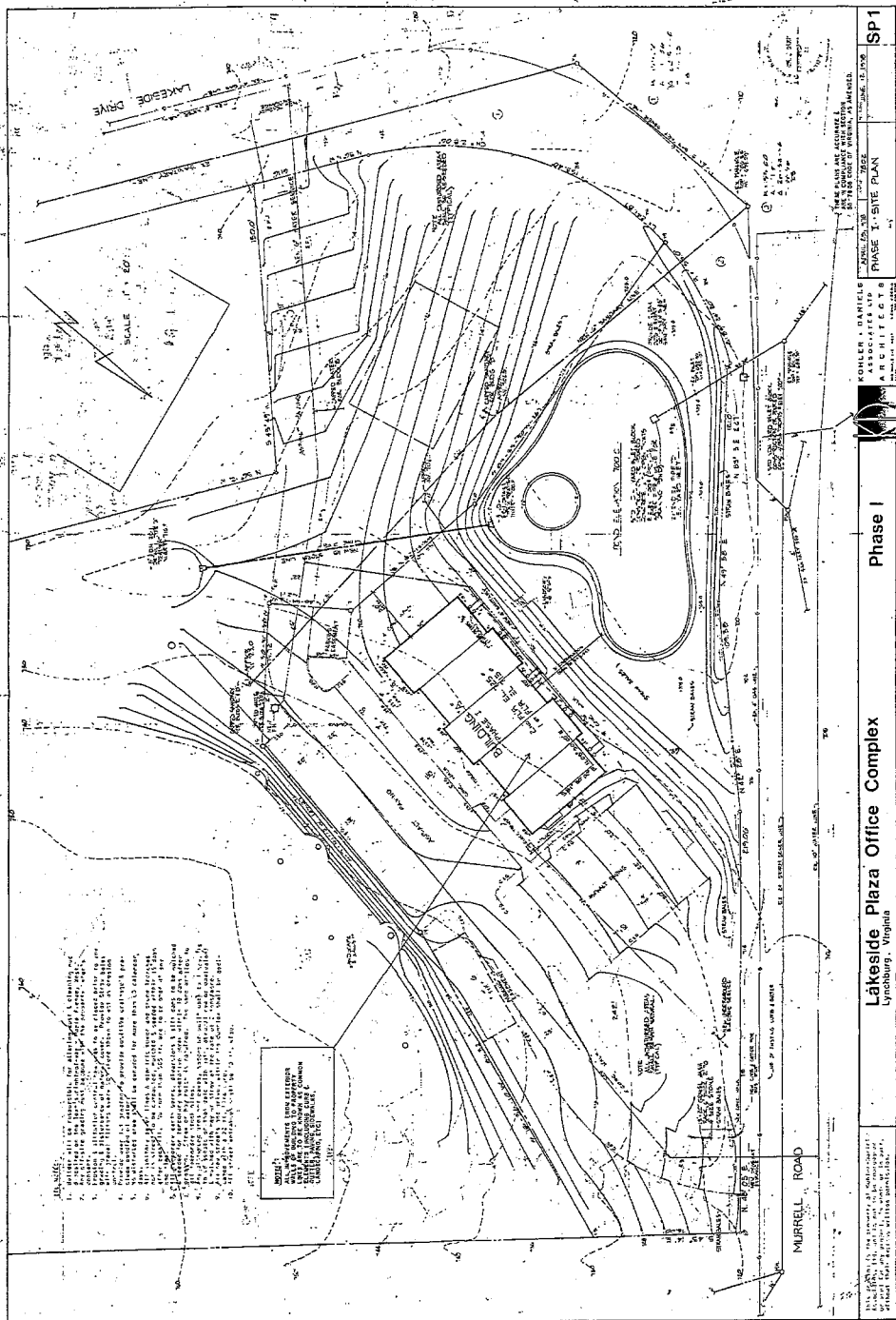
_____	Tax
_____	City Tax
<u>56.00</u>	Fee
<u>56.00</u>	Total

Examined and
Delivered to
Grantee

Maskey L. Peres

JUL 16 1979

PC 17001



THIS DRAWING HAS BEEN REDUCED TO HALF-SIZE

DESCRIPTION OF PART OF LAKESIDE PLAZA OFFICE COMPLEX

(NORTH PORTION)

LYNCHBURG, VIRGINIA

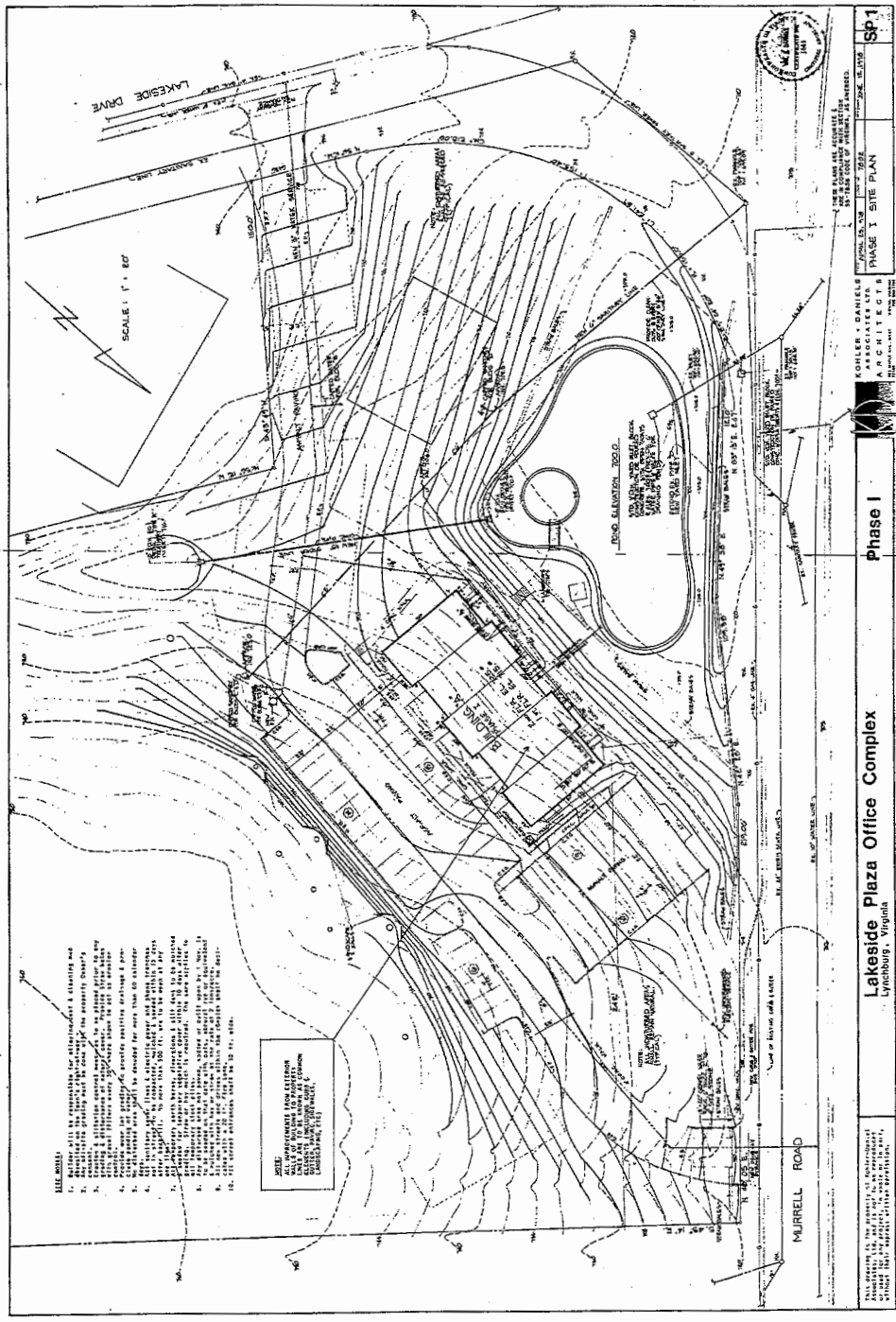
BEGINNING at a point on the southerly right-of-way line of Murrell Road said point being at the intersection with the right-of-way line of Lakeside Drive; thence with said Murrell Road N. 83° 13' 00" E. 2.67', N. 49° 58' 00" E. 121.00', N. 42° 28' 00" E. 109.38', N. 48° 05' 00" E. 219.06' to a point; thence departing said road S. 43° 14' 00" E. 76.00' to a point; thence through the tract S. 18° 36' 10" W. 184.32', S. 07° 41' 12" W. 125.27', S. 50° 40' 58" W. 74.72', N. 36° 49' 13" W. 42.19', N. 82° 13' 06" W. 84.35' and S. 84° 35' 50" W. 167.00' to a point on the right-of-way line of the intersection of the aforementioned Lakeside Drive and Murrell Road; thence with the right-of-way line of said intersection curving to the right 71.81' measured along the arc of a circle having a radius of 155.00' the chord being N. 19° 56' 03" E. 71.17' to the beginning containing 1.7229 acres.

Edward L. Johnson
Edward L. Johnson
June 28, 1979

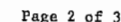
NOTE: Description taken from the records and not the result of a field survey.

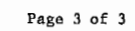
Page 1 of 2

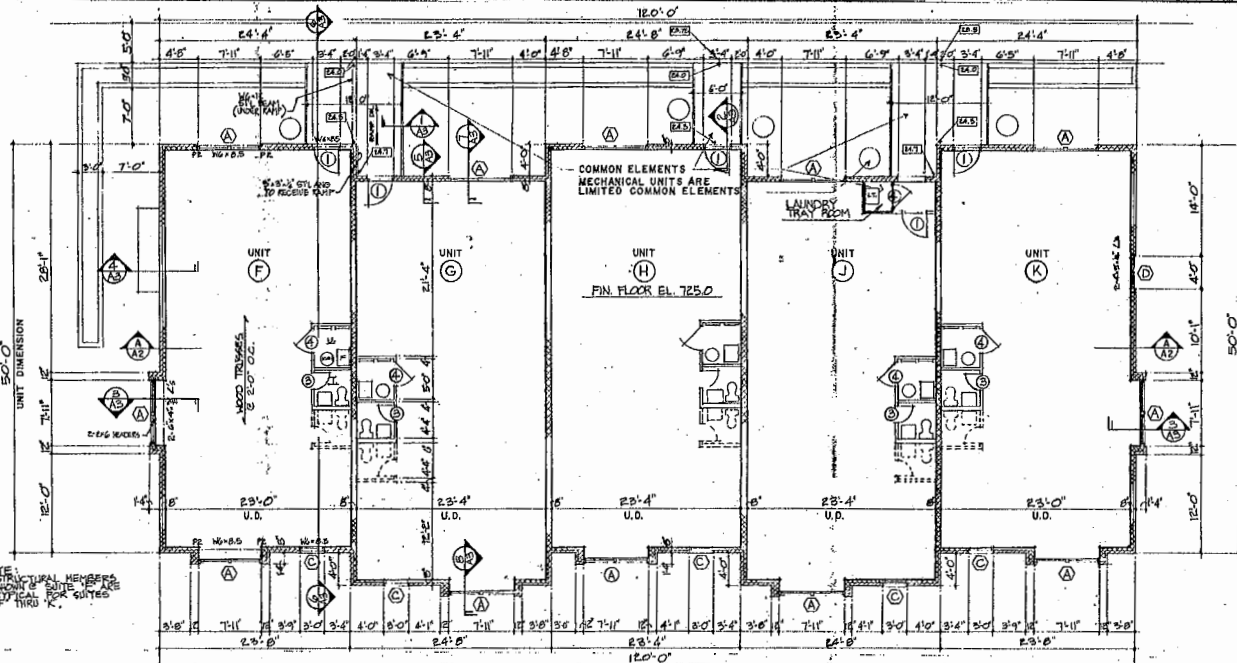
Deed Bk. 569 p. 268



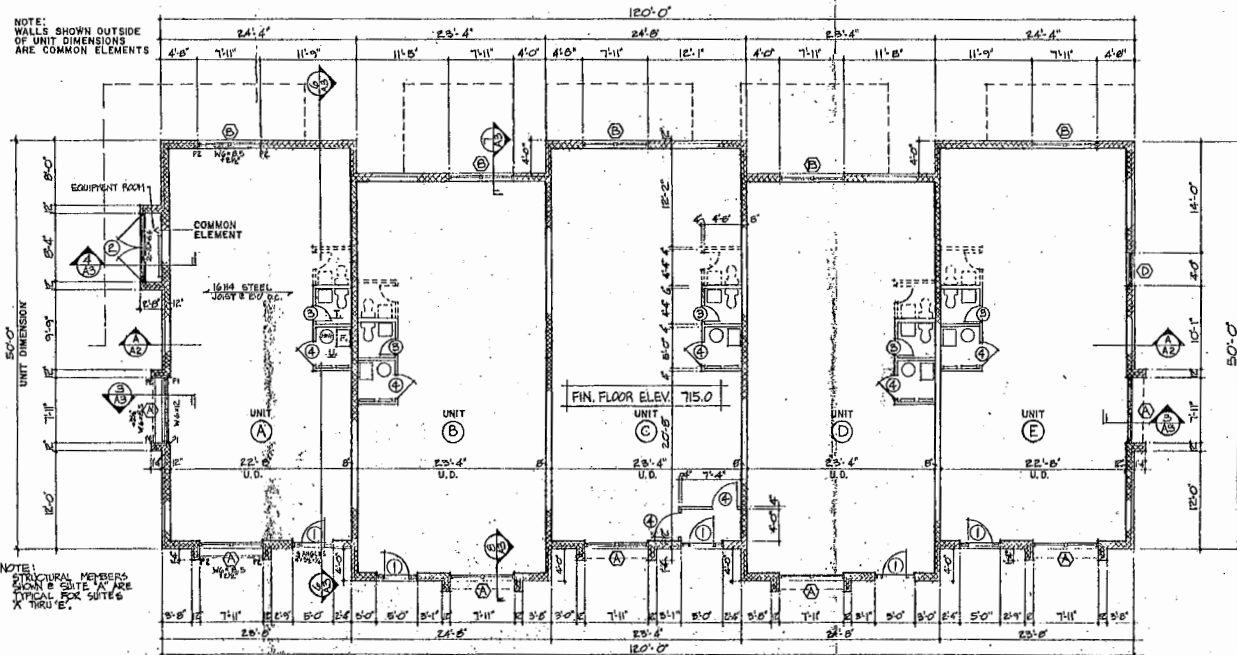
THIS DRAWING HAS BEEN REDUCED TO HALF SIZE



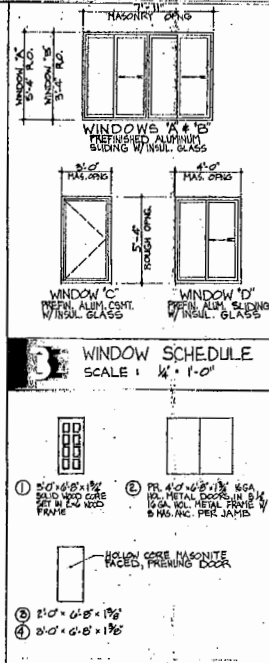




2 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



WINDOW SCHEDULE
SCALE: 1/4" = 1'-0"

DOOR SCHEDULE
SCALE: 1/8" = 1'-0"

BEARING SCHEDULE

GENERAL NOTES:
CODES: All work shall be done in conformance with the current City of Lynchburg Building Code and all other applicable codes to each trade.
WORKMANSHIP: All General Conditions apply to all work and material required for completed project.
LIVE LOADS: Roof 30 psf. Floor 100 psf. PC1-cos/A
SOIL VALUE: Soil bearing value is assumed to be 2000 psf.
FOOTINGS: Unless otherwise noted all wall footings shall be 1'-0" deep and project 6" each side of wall. Bottoms of all footings shall extend 1'-0" minimum into undisturbed soil and where subject to frost action, at least 2'-0" below finished grade. Elevations shown are to tops of footings. Footings shall be extended below elevations shown where necessary to reach the above soil bearing value. Building Inspector to approve before pouring.
CONCRETE: All concrete shall be 3000 psi 28 days. Concrete test cylinders shall be taken in accordance with ACI Code and contract specifications.
REINFORCING STEEL: Reinforcing steel shall be high strength ASTM A-632 new billet deformed bars conforming to ASTM A-305. Details of reinforcing shall conform to ACI 318-56 and CRSI Standards.
STRUCTURAL STEEL: Structural steel shall conform to the AISC Specifications for Buildings and ASTM A-36, unless otherwise noted on plans. Field connections shall be made with high strength bolts unless otherwise noted. Structural steel below grade shall have a minimum of 3" concrete or 4" solid masonry cover.
STEEL JOISTS: Material, fabrication, accessories, bracing and erection shall conform to SJI Standard Specifications.
SLABS ON GRADE: Unless otherwise noted, slabs on grade shall be 4" thick poured concrete over vapor barrier and gravel base and, reinforced with 6 x 6 #10/10 welded wire fabric. Paving, top, etc., shall conform to MHI Standards. Filling under slabs on grade shall be made with material well tamped in 6" layers.
SLABS OVER JOISTS: Unless otherwise noted, all slabs over steel joists shall be 2-1/2" pea gravel concrete, reinforced with 6 x 6 #10/10 welded wire fabric and poured on standard Corrugated, Alform, Stabform or an approved equal.
WATERPROOFING: Parge exterior walls to grade w/ two 3/8" coats of One Part Tecton Cement. Two parts sand, and 15 lb. of Metallic Waterproofing per Bag of Cement. Bitum/Pour Coating, over finished parging, per manufacturer's specifications.
MASONRY: Provide 3 courses of solid brick or one course of 1000 #10 block continuous by 8" width under all wood trusses and steel joists bearing on masonry walls. Unless otherwise noted provide 6 courses of solid brick or 2 courses of 1000 solid block, 8" width by 21"-8" minimum length at all structural steel bearing. All masonry shall be tied with Our-D-Mat, every 6 courses of brick or 2 courses of block, or Vertical Rise. (Truss Type-De-vented).
TIMBER: All framing timber shall be standard grade Douglas Fir, No. 2 Southern Pine or equal (15%200).
TIMBER TRUSSES: Trusses are designed and shall be fabricated in accordance with N.E.M.A. Standards. Truss top chords shall be construction grade Douglas Fir, No. 1 Southern Pine or equal. Other truss members shall be standard grade Douglas Fir, No. 2 Southern Pine or equal. Submit details to Building Department for approval.
ROOFING: Supply and install asphalt shingles (330 lb.), G.A.F. Timberline Self-Sealing Heather Blend, over (15 lb.) roofers felt.
INSULATION: Insulate all second floor ceiling area with 10" fiberglass batt insulation, R-35, and any other areas as noted on plans.
ACOUSTIC TILE CEILINGS: All acoustic tile ceilings shall be Glass A 2 x 4 lay-in 5/8" Armstrong Fluorad Design with rated suspension system or equal.
CLEAN-UP: All Sub-Contractors shall keep the premises free from accumulation of waste material and rubbish daily and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials and leave the buildings broom clean.
MISCELLANEOUS LINTELS: Unless otherwise shown on drawings, provide angle lintels for miscellaneous openings in walls 8" and thicker. Provide one lintel with 6" minimum bearing for each 4" wall thickness as follows: Submit shop drawings to County.
Openings:

	Steel Angle	N B PCC W/
up to 4'-0"	4 x 3 x 1/4	#3 T & B
5'-0"	4 x 3-1/2 x 1/4	#3 T & B
6'-0"	5 x 3-1/2 x 5/16	#4 T & B
7'-0"	6 x 3-1/2 x 5/16	#4 T & B
8'-0"	6 x 4 x 3/8	#5 T & B

LINTELS: Provide steel angle lintels #4" brick face. All others in masonry walls shall be block (PCC) per schedule above, unless otherwise detailed.
WEARING PLATES: See Schedule # Drawing A-1.

THESE PLANS ARE ACCURATE & ARE IN COMPLIANCE WITH SECTION 55-79.56 CODE OF VIRGINIA, AS AMENDED.

KOHLER • DANIELS ASSOCIATES ARCHITECTS
301 MAPLE AVE. WEST
LYNCHBURG, VIRGINIA 24501
TEL: 534-7700



DATE: APRIL 9, 1970
DRAWN BY: TBOZ
REVISION: MAY 1, 1970
PLANS, SCHEDULES, NOTES
APRIL 25, 1970
A1

This drawing is the property of Kohler-Daniels Associates and is not to be reproduced or used for any project, in whole or in part, without their express written permission.

Lakeside Plaza Office Complex
Lynchburg, Virginia

Phase I

P. C. 2
slide 32

BOOK 633 PAGE 820

See Certificate
1547 D.B. 638p. ~~653~~ 3-30-83 70.

AN AMENDMENT TO DECLARATION OF CONDOMINIUM KNOWN AS LAKESIDE PLAZA CONDOMINIUM OFFICE COMPLEX, made this 26th day of October, 1983, by OFFICE CONDOMINIUM ASSOCIATES, a Virginia general partnership, hereinafter referred to as "the Declarant";

WHEREAS, by Declaration of Condominium executed June 29, 1979, and recorded July 3, 1979, in the Clerk's Office of the Circuit Court for the City of Lynchburg, Virginia, in Deed Book 569, at page 268, hereinafter referred to as "the Condominium Instruments", Oak Hill Development Company, Inc., a Virginia corporation, created and established pursuant to the provisions of the Condominium Act §§55-79.39 et seq of the 1950 Virginia Code, as amended, an expandable condominium project known as Lakeside Plaza Condominium Office Complex Phase I, more particularly described with reference to the Condominium Instruments; and,

WHEREAS, by deed dated January 29, 1982, of record in the aforesaid Clerk's Office in Deed Book 616, at page 235, the Declarant is the successor in interest to Oak Hill Development Company, Inc., and the owner of 3.3727 acres of additional land adjacent to the Lakeside Plaza Condominium Office Complex, Phase I, which land was reserved for future expansion of the condominium project by the Condominium Instruments and is more particularly described with reference to Exhibit D thereof; and,

WHEREAS, the Declarant desires at this time to expand Lakeside Plaza Condominium Office Complex, Phase I, pursuant to the provisions of the Condominium Act and the Condominium Instruments by imposing the condominium regime set forth in the Condominium Instruments upon that portion of said 3.3727 acres of additional land described with reference to Exhibit II-A attached hereto and incorporated herein by reference, with improvements thereon consisting of one building

designated "Building B" containing a total of six office units; sidewalks and parking areas as shown on plans identified as Exhibit II-B attached hereto and incorporated herein by reference and hereinafter referred to as "Lakeside Plaza Condominium Office Complex, Phase II".

NOW, THEREFORE, pursuant to the provisions of the Condominium Act and the Condominium Instruments, the Declarant does hereby amend the Declaration of Condominium executed June 29, 1979, and recorded July 3, 1979, in the Clerk's Office of the Circuit Court for the City of Lynchburg, Virginia, in Deed Book 569, at page 268, to expand Lakeside Plaza Condominium Office Complex, Phase I, to include Lakeside Plaza Condominium Office Complex, Phase II, more particularly described with reference to Exhibits II-A and II-B attached hereto and incorporated herein by reference; and, to reallocate undivided interest in the common elements in accordance with Exhibit II-C attached hereto and incorporated herein by reference. All declarations as to division, limitations, restrictions, covenants and conditions set forth in said Declaration of Condominium executed June 29, 1979, and applicable to Lakeside Plaza Condominium Office Complex, Phase I, shall be applicable to Lakeside Plaza Condominium Office Complex, Phase II, and whenever the context in which they are used in said Declaration of Condominium executed June 29, 1979, requires, they shall apply equally to the Exhibits attached hereto and the term "Condominium" shall include Lakeside Plaza Condominium Office Complex, Phase I, and Lakeside Plaza Condominium Office Complex, Phase II. The residue of additional land reserved for future expansion is described with reference to Exhibit II-D attached hereto and incorporated herein by reference.

BOOK 633 PAGE 822

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed in its name and on its behalf by R. E. Clarke, a general partner, pursuant to due authority, this 26th day of October, 1983.

OFFICE CONDOMINIUM ASSOCIATES,
a Virginia General Partnership

By R. E. Clarke
General Partner

STATE OF VIRGINIA,
CITY OF LYNCHBURG,

To-Wit:

The foregoing instrument was acknowledged before me this 26th day of October, 1983, by R. E. Clarke, a General Partner of OFFICE CONDOMINIUM ASSOCIATES, a Virginia General Partnership, on behalf of the partnership.

X. K. Hunt
Notary Public

My commission expires: November 9, 1984

EXHIBIT II-A

DESCRIPTION OF THAT PORTION OF ADDITIONAL LAND ADDED TO
LAKESIDE PLAZA CONDOMINIUM OFFICE COMPLEX, LYNCHBURG, VIRGINIA
AS LAKESIDE PLAZA CONDOMINIUM OFFICE COMPLEX, PHASE II

Beginning at a point on the northerly right-of-way line of Lakeside Drive, said point marking the beginning of its intersection with Murrell Road; thence with said intersection curving to the right 170.06 feet measured along the arc of a circle having a radius of 155.00 feet the chord being N. 24° 46' 10" W. 218.06 feet to a point; thence leaving the right-of-way line of said intersection and with the dividing line between Lakeside Plaza Condominium Office Complex, Phase I and Lakeside Plaza Condominium Office Complex, Phase II, N. 84° 35' 50" E. 167 feet, S. 82° 13' 06" E. 84.35 feet, S. 36° 49' 13" E. 42.19 feet, N. 50° 40' 58" E. 14 feet; thence leaving said dividing line and with the dividing line between Lakeside Plaza Condominium Office Complex, Phase II, and the residue of additional land reserved for future expansion S. 36° 49' 13" W. 28 feet, S. 50° 40' 58" W. 71.05 feet; thence leaving said dividing line N. 56° 12' W., 30.0 feet, S. 43° 49' W. 150 feet to a point in the northerly right-of-way line of Lakeside Drive; thence with said northerly right-of-way line of Lakeside Drive, N. 56° 12' W. 61.16 feet to the point of beginning, containing 0.7871 acres, more or less.

EXHIBIT II-C

LIST OF CONDOMINIUM UNITS AND REALLOCATION OF UNDIVIDED
INTEREST IN THE COMMON ELEMENTS WITH RESPECT TO
LAKESIDE PLAZA OFFICE CONDOMINIUM OFFICE COMPLEX, PHASE I AND PHASE II

With respect to each condominium unit in Lakeside Plaza Condominium Office Complex, Phase I and Phase II, the letter designation of the same, the approximate area thereof, and the reallocated percentage of undivided interest in the common elements appertaining to each unit for all purposes, including voting, are as follows:

LAKESIDE PLAZA CONDOMINIUM OFFICE COMPLEX, PHASE I

<u>Condominium Unit</u>	<u>Approximate Gross Area in Square Feet</u>	<u>Percentage</u>
A	1200	6.25%
B	1200	6.25%
C	1200	6.25%
D	1200	6.25%
E	1200	6.25%
F	1200	6.25%
G	1200	6.25%
H	1200	6.25%
J	1200	6.25%
K	1200	6.25%

LAKESIDE PLAZA CONDOMINIUM OFFICE COMPLEX PHASE II

<u>Condominium Unit</u>	<u>Approximate Gross Area in Square Feet</u>	<u>Percentage</u>
A	1200	6.25%
B	1200	6.25%
C	1200	6.25%
D	1200	6.25%
E	1200	6.25%
F	1200	6.25%
TOTAL		100%

RESIDUE OF ADDITIONAL LAND

DESCRIPTION OF ADDITIONAL LAND OWNED BY OFFICE CONDOMINIUM
ASSOCIATES ADJACENT TO LAKESIDE PLAZA CONDOMINIUM OFFICE COMPLEX
PHASE I AND LAKESIDE PLAZA CONDOMINIUM OFFICE COMPLEX
PHASE II, LYNCHBURG, VIRGINIA

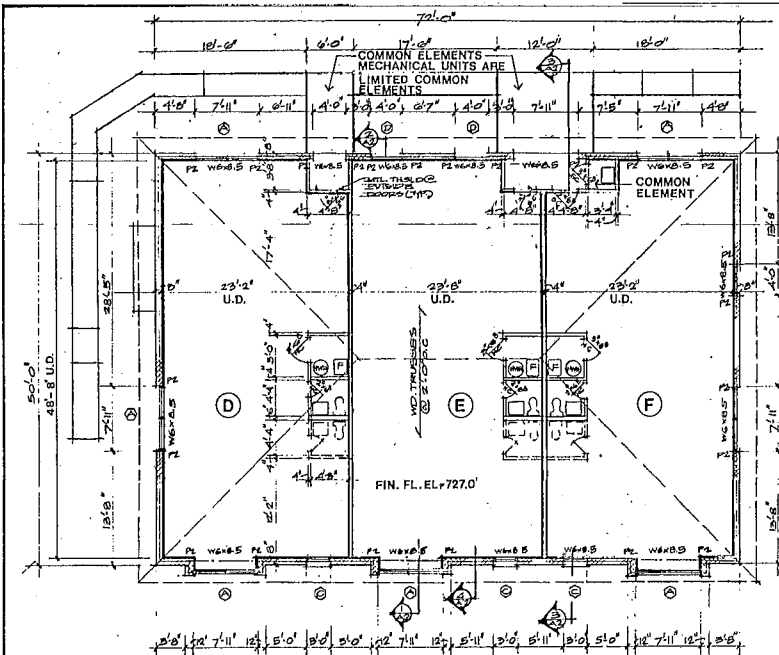
Beginning at a point in the dividing line between the property line of E. C. Glass High School and Lakeside Plaza Condominium Office Complex, Phase I, which said point is S. 43° 14' E. 76 feet from the southerly right-of-way line of Murrell Road and continuing along the property line of said high school, S. 43° 14' E. 401.2 feet, S. 46° 46' W. 114.75 feet, S. 43° 49' W. 228.50 feet to a point; thence leaving the property line of said high school, N. 56° 12' W. 233.40 feet to a point; thence along the easterly line of Lakeside Plaza Condominium Office Complex, Phase II, N. 50° 40' 58" W. 71.5 feet, N. 36° 49' 13" W. 28.0 feet to a point; thence along the easterly line of Lakeside Plaza Condominium Office Complex, Phase I, N. 50° 40' 58" E. 60.72 feet, N. 7° 41' 12" E. 125.27 feet, N. 18° 36' 10" W. 184.32 feet to the point of beginning, containing 2.58 acres, more or less.

VIRGINIA: In the Clerk's Office of the Circuit Court of the City of Lynchburg. The foregoing instrument was this day presented in the office aforesaid and in together with the certificate of acknowledgment annexed, admitted to record this 26th day of October, 1983 4:15 P. M.

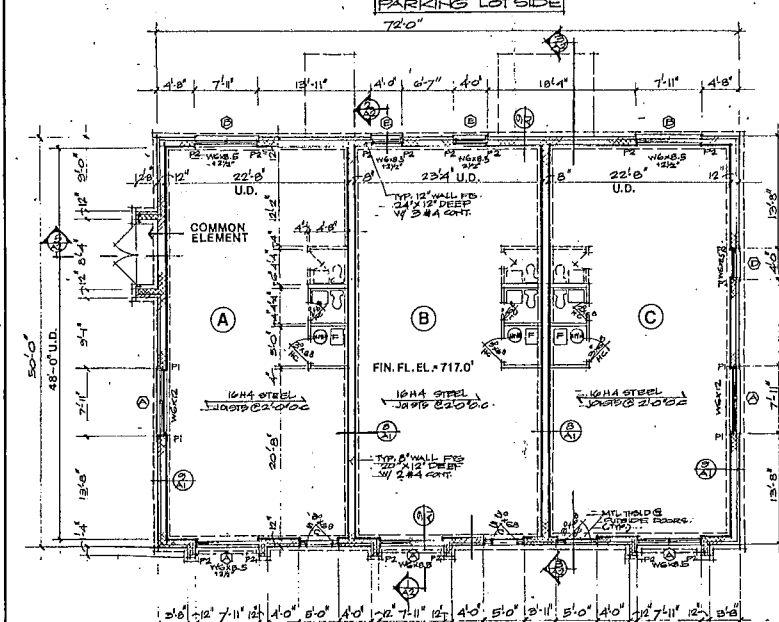
TESTE:

Juanita E. Shields Clerk

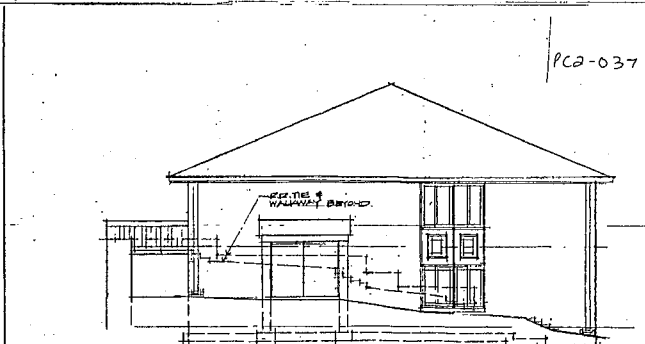
Cashie Trout
cc.
NOV 17 1983



2 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



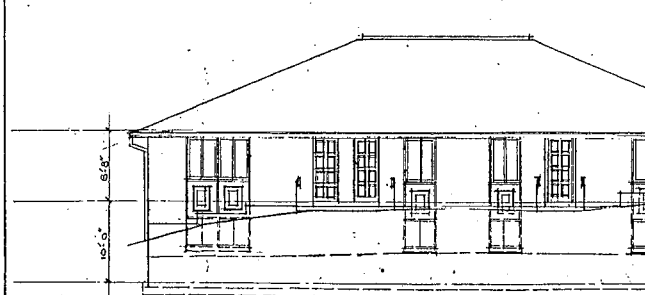
2 FIRST FLOOR/FOUNDATION PLAN
SCALE: 1/8" = 1'-0"



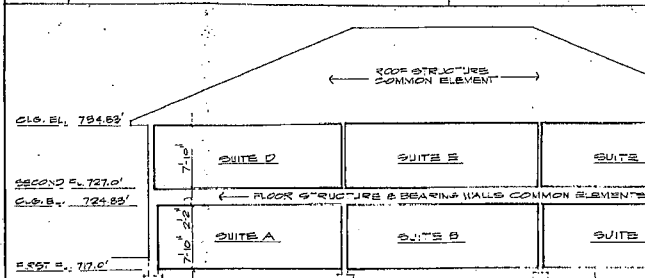
3 EAST ELEVATION
SCALE: 1/8" = 1'-0"



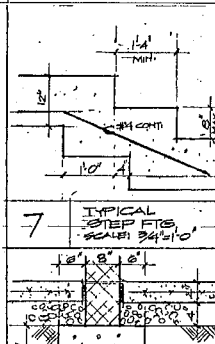
4 WEST ELEVATION
SCALE: 1/8" = 1'-0"



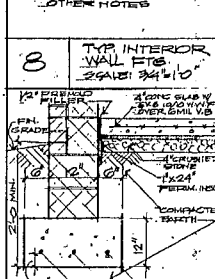
5 PARKING LOT SIDE (SOUTH)
SCALE: 1/8" = 1'-0"



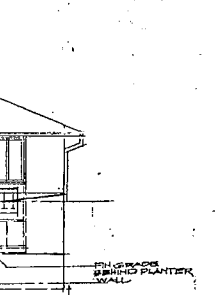
6 THRU SECTION
SCALE: 1/8" = 1'-0"



7 TYPICAL
INTERIOR WALL
SCALE: 3/4" = 1'-0"



8 TYPICAL
EXTERIOR WALL
SCALE: 3/4" = 1'-0"



9 TYPICAL
EXTERIOR WALL
SCALE: 3/4" = 1'-0"

GENERAL NOTES:

1. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

2. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

3. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

4. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

5. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

6. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

7. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

8. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

9. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

10. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

11. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

12. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

13. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

14. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

15. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

16. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

17. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

18. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

19. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

20. ALL work shall be done in accordance with the 2001 edition of the International Building Code and all other applicable codes and standards.

**LAKEVIEW PLAZA
OFFICE COMPLEX
LYNCHBURG, VIRGINIA**

PHASE II 'BLDG. B'

COMM. NO. _____

DATE: APRIL 11, 2003

REVISIONS:

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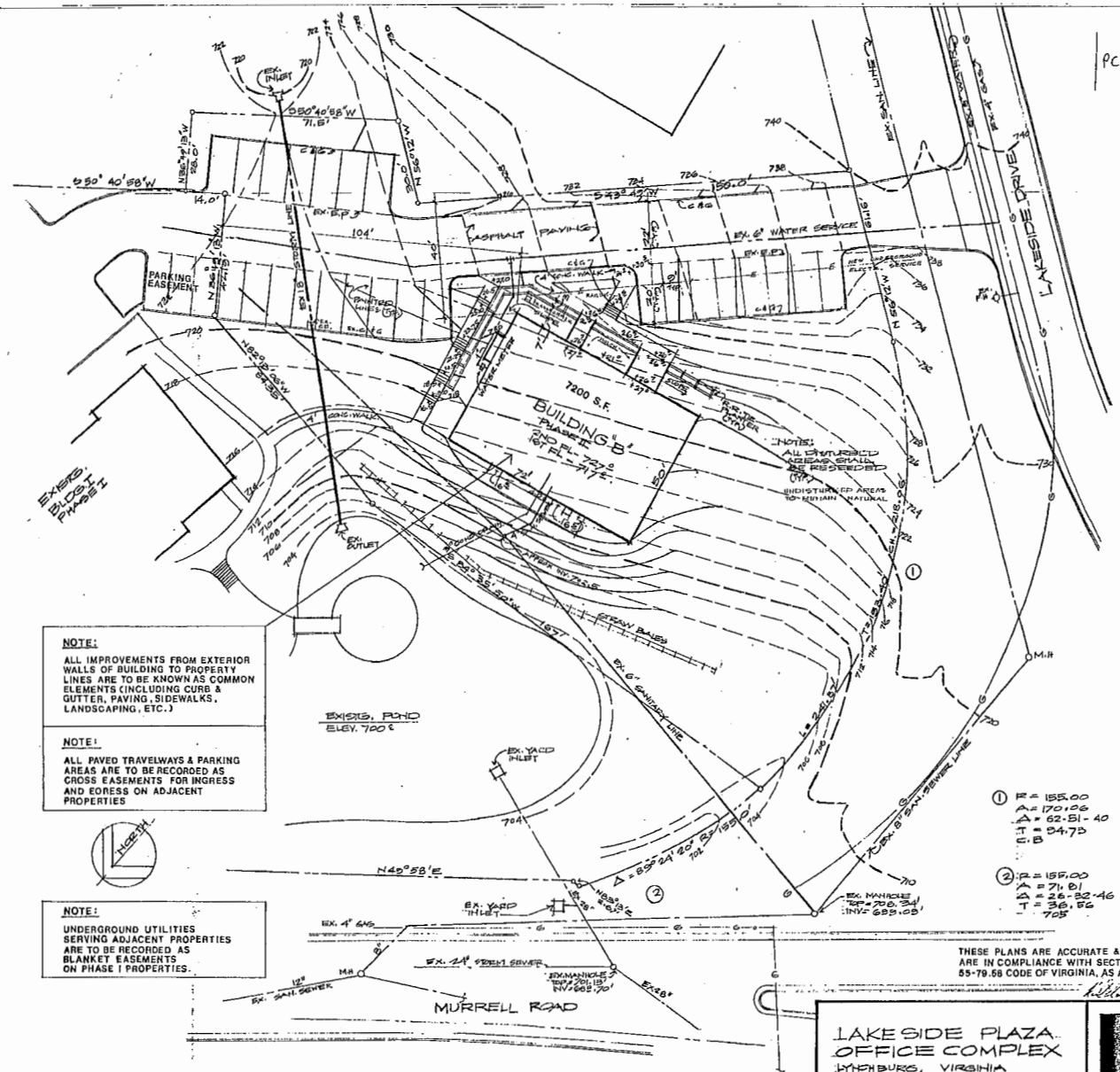
**FOUNDATION PLAN
FLOOR PLANS, ELEVATIONS**

**KARL E. KOHLER
ASSOCIATES
AIA
ARCHITECTS**

301 MAPLE AVENUE, WEST
VIENNA, VIRGINIA 22180

PHONE: (703) 281-0001
PHONE: (703) 281-7870

EXHIBIT IT-B
Page 1 of 2



NOTE:
ALL IMPROVEMENTS FROM EXTERIOR WALLS OF BUILDING TO PROPERTY LINES ARE TO BE KNOWN AS COMMON ELEMENTS (INCLUDING CURB & GUTTER, PAVING, SIDEWALKS, LANDSCAPING, ETC.)

NOTE:
ALL PAVED TRAVELWAYS & PARKING AREAS ARE TO BE RECORDED AS CROSS EASEMENTS FOR INGRESS AND EGRESS ON ADJACENT PROPERTIES



NOTE:
UNDERGROUND UTILITIES SERVING ADJACENT PROPERTIES ARE TO BE RECORDED AS BLANKET EASEMENTS ON PHASE I PROPERTIES.

① R = 155.00
A = 170.06
Δ = 62.51 - 40
T = 34.73
C.B.
② R = 155.00
A = 71.81
Δ = 26.82 - 46
T = 36.86
705

THESE PLANS ARE ACCURATE & ARE IN COMPLIANCE WITH SECTION 55-79.68 CODE OF VIRGINIA, AS AMENDED

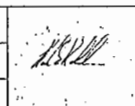
SITE PLAN

SCALE: 1" = 20'

1. Topo and boundary information obtained from site plan prepared by Kohler-Daniels Associates dated April 25, 1978 and revised June 12, 1978.
2. Builder will be responsible for attesting dust and cleaning mud deposited on the Town's right-of-way.
3. Any off-site grading must be done with the property owner's consent.
4. Erosion and siltation control measures to be placed prior to any grading and disturbance of natural cover. Provide straw bales with gravel filters every 50' where shown to act as erosion control.
5. Provide over lot grading to provide positive drainage and preclude ponding of water.
6. No disturbed area shall be denuded for more than sixty (60) calendar days.
7. All sanitary sewer lines and electric power and phone trenches not in street, to be connected, mulched and seeded within fifteen (15) days after backfill. No more than 500 ft. are to be open at any one time.
8. All temporary earth batters, diversions and silt dams to be mulched and seeded for temporary vegetative cover within ten (10) days after grading. Straw or hay mulch is required. The same applies to all temporary stock piles.
9. Any disturbed area not paved, seeded or built upon by 1 Nov. is to be seeded on that date with oats, sorghum or ryegrass equivalent and mulched with hay or straw at the rate of 2 tons/acre.
10. All new streets and drives within the complex shall be dedicated with a 20' fire lane.
11. All street entrances shall be 30' wide.

LAKE SIDE PLAZA OFFICE COMPLEX LYNCHBURG, VIRGINIA PHASE II BLDG. 'B'

COMM. NO.
DATE MAY 24, '83
REVISIONS



KARL E. KOHLER
ASSOCIATES
AIA
ARCHITECTS
301 MAPLE AVENUE, WEST
VIENNA, VIRGINIA 22180
PHONE: (703) 291-0301
PHONE: (703) 291-7970

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SITE PLAN