**EXHIBIT "A"** 

TO

**BYLAWS** 

SCHEDULE OF MAINTENANCE RESPONSIBILITIES

1 1

Column IV:

### EXHIBIT 'A' TO BYLAWS

### POTOWMACK CROSSING II

101

## MAINTENANCE RESPONSIBILITIES

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This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between the Unit Owners, severally, and the Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determines ownership.

Limited Common Elements Under Unit Owners Association Responsibility. Responsibility for determining the maintenance, repair and replacement	Column III:	υī
General Common Elements Under Unit Owners Association Responsibility. Responsibility for determining and providing for the maintenance repair and replacement requirements of the General Common Elements and determining the costs thereof shall be primarily the responsibility of the Board of Directors and such designees to which it may delegate certain such responsibilities.	Column II:	002
Hems. Items appearing in this column are illustrative and not exhaustive.	Column I:	. 🐄

Unit Component Under Unit Owners Association Responsibility. The items in this column are legally and by definition a part of a Unit but are attached or directly connected to or associated with the General Common Elements and Common Expense items in such a way that a clear distinction between Unit Owner and Association responsibility cannot be made. Moreover, such items frequently involve mattes of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single Unit Owner but which affect other Unit Owners are declared a Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined Common Elements and Common Expense.	requirements of the Limited Common Elements shall be a shared responsibility between the Board of Directors and the Unit Owner of a Unit to which a specific Limited Common Element is exclusively appurtenant, <u>provided, however</u> , that the Board shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

Column V:

#### BK | 508PG 0625

## MAINTENANCE RESPONSIBILITIES

items

systems and components Plumbing and related

All, in all regards.

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Elements Under Unit Owners Association

Responsibility

General Common

Ξ

Under Unit Owners Limited Common

Unit Components Under

7

Association Responsibility

Unit Owners Association Responsibility

Components Under Unit Owner's Responsibility Without Respect to Ownership of the

Certain Other

condition threatening or causing damage to other water inhibitors when Unit grouting caulking, and other notice refuses to repair Owner upon responsible that Unit. Repair of initially occurring outside to such Unit from causes occur. Also damage caused malfunction occurs or may same has originated outside malfunction or threat of the Unit in which the

Units or Common Elements.

All portions within a Unit Component

Only to the extent that a

resulting from such damage to other units, of that Unit, and water when the primary source of negligence. negligence of the occupants the problem is through Water damage to a Unit, appliances attached thereto. including fixtures and serving only that Unit,

fixtures serving primarily one Unit, including exterior thereof serving only one systems and components All electrical and related

maintenance repairs and System serving each unit, all replacement

Heating and Cooling

systems and components

Electrical and related

thereof, including futures.

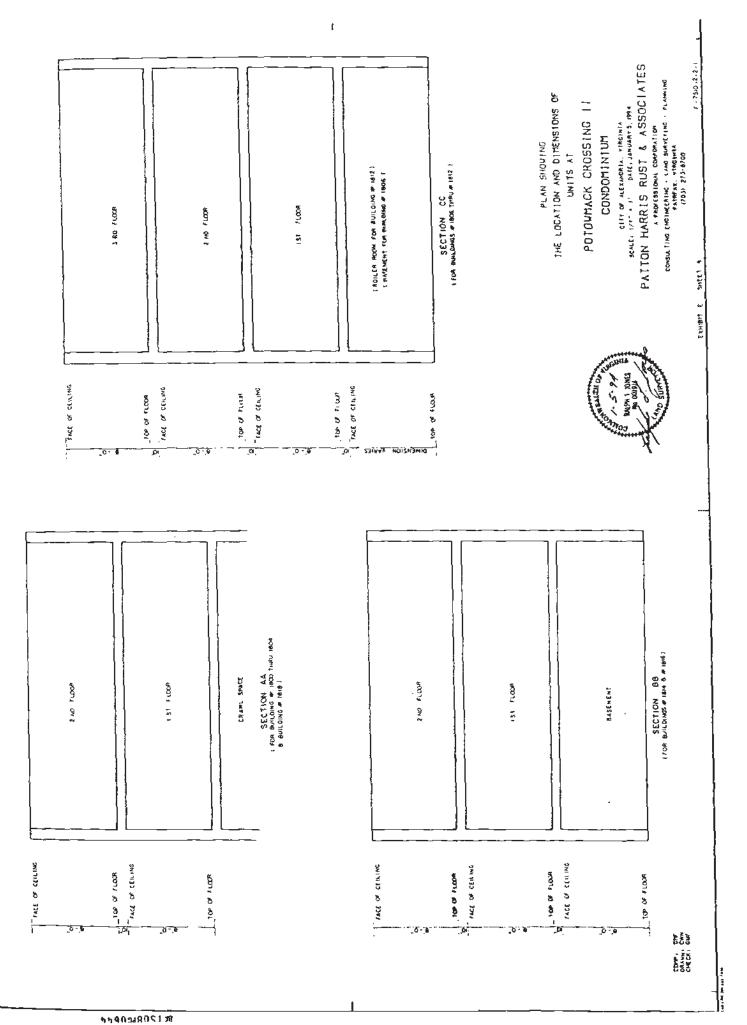
All, in all regards.

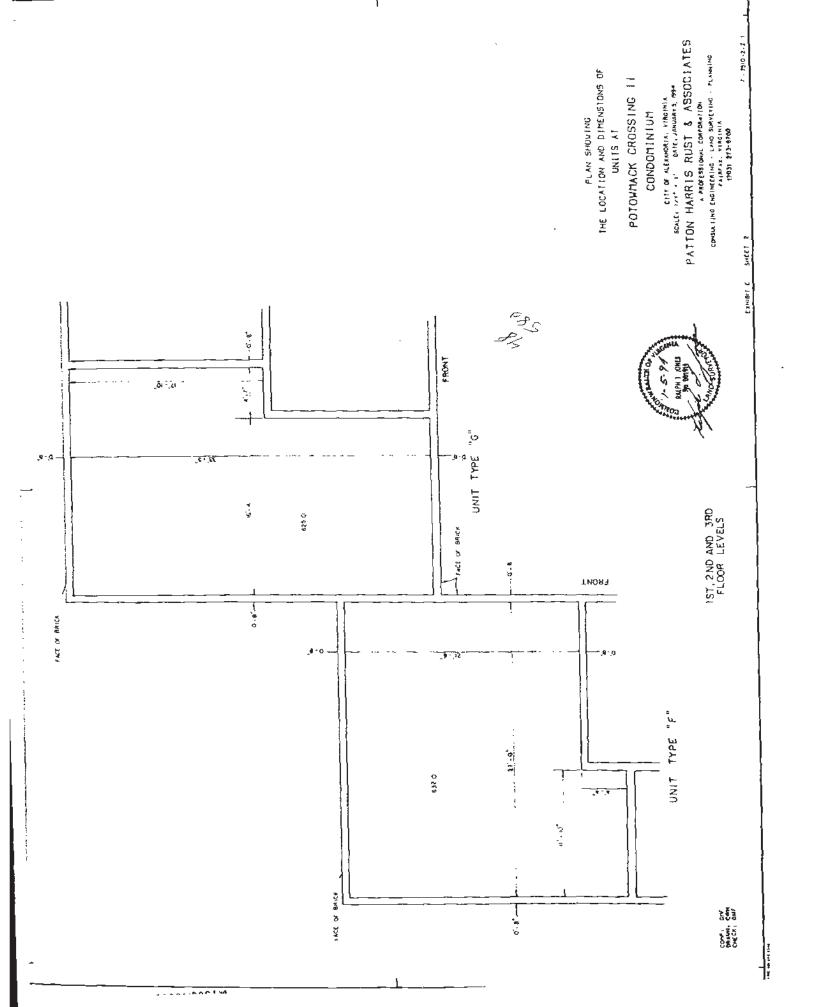
Common Elements, all, in all Systems serving only ಸ್ತ್ರವಾಗ್ಯ.

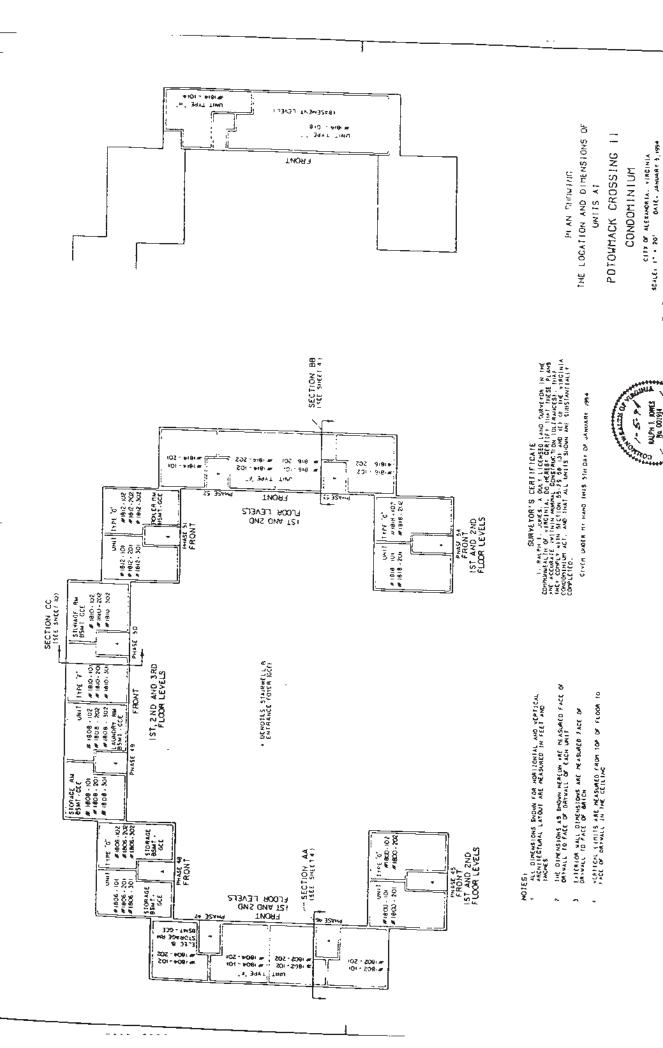
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surrounding the Condominium building.

Grounds immediately	Exterminating	Windows & Screens	Unit entry doors.	Building, exterior roof, vertical walls, foundations, gutters and downspouts.	Interior Walls	Items .	-
All, in all regards.	All, in all regards.	All which do not serve a Unit, in all regards. All shutters. Repainting as necessary, with routine building repaint cycle.	All, in all regards except as noted in Column V.	All, in all regards with the exceptions noted herein.	•	General Common Elements Under Unit Owners Association Responsibility	11
•		•		•	•	Limited Common Under Unit Owners Association Responsibility	111
•	All, in all regards.	Repair, replacement of windows, frames and screening.	Painting of exterior of Unit entry door and portions of door and door frame which are exposed to the exterior.	•	•	Unit Components Under Unit Owners Association Responsibility	V
•	•	Routine cleaning.	Interior of Unit entry door, all door hardware, weather stripping, door sill.	•	All in all regards,	Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component	<







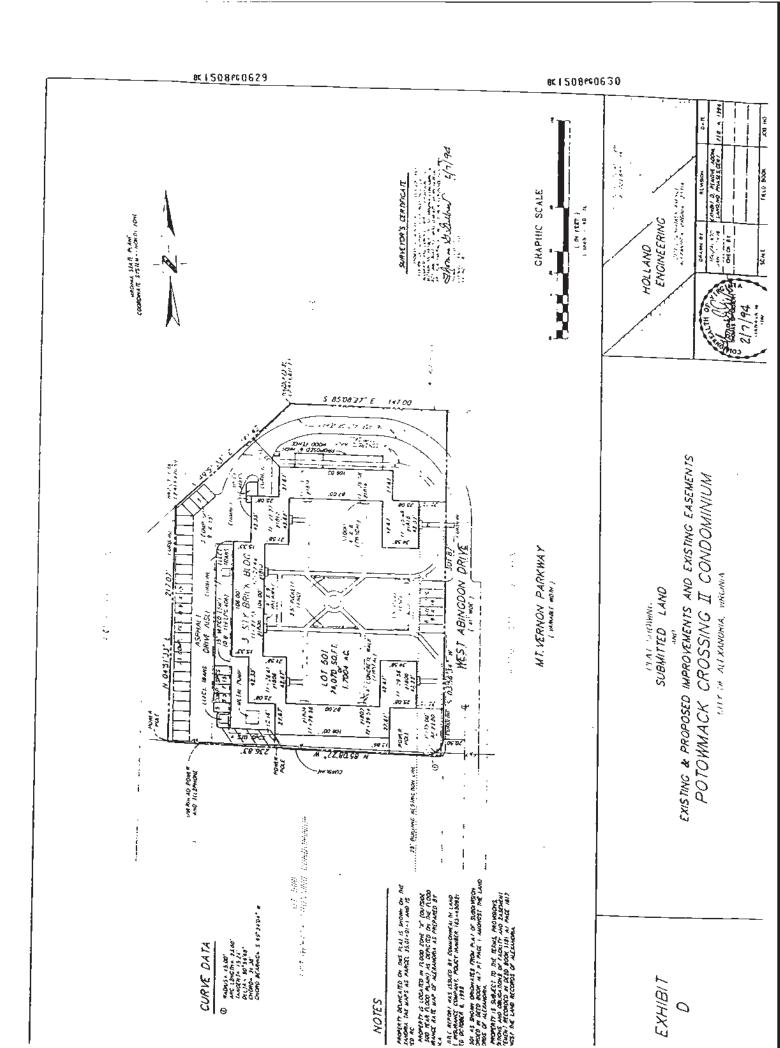
ESS COMP.

PATTON HARRIS RUST & ASSOCIATES

A PROFESSIONAL COMPORATION

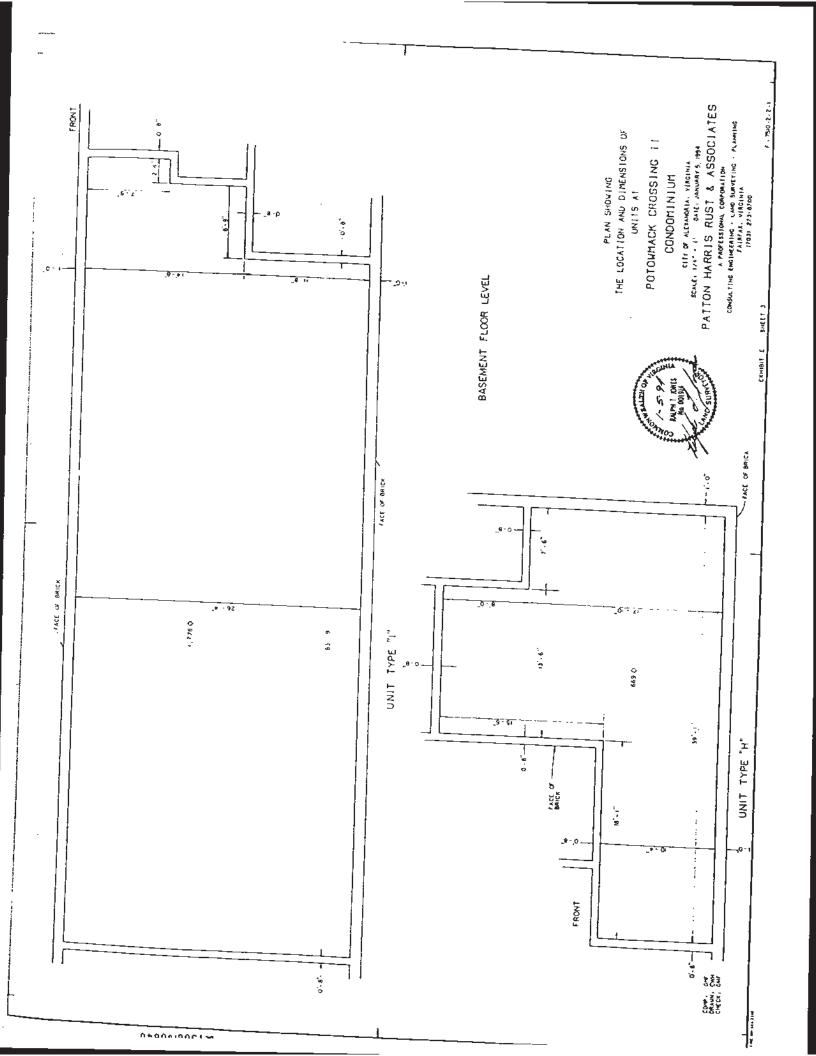
CONSULTING ENGINEERING - LAND STANETING - PLANNING FAIRCAST, VIRGINIA (703): 233-8700

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NOTES

EXHIBIT



#### VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF ALEXANDRIA

This deed was presented and with the certificate annexed, admitted to record.

CONSIDERATION \$
ASSUMPTION \$
STATE GRANTEE'S TAX
CITY GRANTEE'S TAX
TRANSFER FEE 91.00
1.00
STATE GRANTOR'S TAX
CITY GRANTOR'S TAX
TOTAL (92.00)
TESTE:, CLERY
by: UND SWEALL, DEPUTY CLERE

RECORDED ALEX, VA.
TRANSFER FEE.
TRANSFER FEE.

# Condominium Declaration Potowmack Crossing II Condominium

2125-5

#### DECLARATION OF POTOWMACK CROSSING II CONDOMINIUM

Pursuant to the provisions of Chapter 4.2, Title 55 of the Code of Virginia, as amended ("The Condominium Act"), Perowmak Crossing II of Virginia, Inc., a North Carolina corporation ("The Declarant"), the fee simple owner of the land more particularly described in Exhibit "A" attached hereto located in the City of Alexandria, Virginia ("Submitted Land"), hereby submits the Submitted Land, together with all improvements, easements, rights and appurtenances thereunto belonging (the "Condominium Property") to the provisions of The Condominium Act.

Each Unit Owner shall own his Unit in fee simple absolute, in addition to an undivided fee simple interest as a tenant in common with the other unit owners.

- I. <u>DEFINITIONS</u>: Except as otherwise defined in the Condominium Instruments for the Condominium all capitalized terms in the Condominium Instruments shall have the meanings specified in Section 55-79.41 of the Code of Virginia, 1950 Edition, as amended.
- II. NAME OF THE CONDOMINIUM: The condominium established hereby shall be known as Potownack Crossing II Condominium ("The Condominium").
- III. <u>LOCATION OF BUILDINGS AND UNITS</u>: The location and dimensions of the buildings on the Submitted Land are shown on the "Plat" attached as Exhibit "D" hereto. The location of the Units within the aforesaid buildings are shown on the "Plans" attached as Exhibit "E" hereto.
  - IV. <u>UNIT BOUNDARIES</u>: The boundaries of each Unit are as follows:
- (a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:
- (1) Upper Boundary: The horizontal plane of the bottom surface or face of the ceiling drywall.
- (2) Lower Boundary: The horizontal plane of the top surface of the
- (b) Vertical (perimetric) Boundaries: The vertical boundaries of the unit

ALSH, COLUCCI, STACKHOUSE, EMRICH & LUBELLY, P.L.