

FILED

APR 19 1996

JOSEPH T. PERRY
Clerk of the Circuit Court
of Fairfax County, VA

FIFTH AMENDMENT TO DECLARATION
THE CROSSING CONDOMINIUM

THIS AMENDMENT to Condominium Instruments is made this 17th day of April, 1996, by PULTE HOME CORPORATION, a Michigan corporation (the "Declarant").

WITNESSETH:

WHEREAS, by Condominium Instruments dated the 12th day of July, 1995 and recorded in Deed Book 9455, at Page 1614, among the land records of Fairfax County, Virginia (the "Condominium Instruments"), there was established and created an expandable Condominium known as THE CROSSING CONDOMINIUM (the "Condominium"); and

WHEREAS, the Condominium Instruments have been amended by the First Amendment to Declaration, The Crossing Condominium, recorded in Deed Book 9482 at page 1718, as corrected in Deed Book 9533 at Page 233, Second Amendment to Declaration, recorded in Deed Book 9509 at Page 635, as corrected in Deed Book 9533 at Page 241, Third Amendment to Declaration, recorded in Deed Book 9556 at Page 635 and Fourth Amendment to Declaration, recorded in Deed Book 9577 at Page 045; and

WHEREAS, by Section B of the Public Offering Statement and Article X of the Declaration of The Condominium, Declarant reserved unto itself the right and power to submit Additional Lands to the provisions of the Condominium Instruments affecting all or part of the Condominium Instruments; and

WHEREAS, Declarant is the sole owner and proprietor of the 56,003 square foot tract as shown on the plat showing Submitted Land (Phase 6), Additional Land and Easements, THE CROSSING CONDOMINIUM, prepared by Dewberry & Davis, which plat is attached hereto as Exhibit "C".

NOW, THEREFORE, the Declarant hereby publishes and declares that it hereby submits to the provisions of the Condominium Instruments of THE CROSSING CONDOMINIUM, as established by Chapter 4.2, Title 55, Code of Virginia (1950), all of that certain tract or parcel of land located, lying and being in the City of Fairfax,

AMONTE, SICILIANO & FLASK
21 Old Courthouse Rd.
1a, Virginia 22182-3838

Virginia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

The land described on Exhibit "A" shall henceforth be known as "THE CROSSING CONDOMINIUM, Phase 6", and is hereby merged with the Condominium created by the Condominium Instruments recorded in Deed Book 9455, at Page 1614, as amended in Deed Book 9482 at page 1718, corrected in Deed Book 9533 at Page 233, amended in Deed Book 9509 at Page 635, corrected in Deed Book 9533 at Page 241, amended in Deed Book 9556 at Page 635, and amended in Deed Book 9577 at Page 045, to the end that the land and improvements thereon are held and shall be held, conveyed and improved subject to the covenants, conditions, restrictions, uses, limitations and obligations contained in the Condominium Instruments, subject, however, to the modifications hereinafter set forth, all of which are declared to be in furtherance of a plan for the improvement of the property and the division thereof into Units, as defined in the Condominium Instruments. The Condominium Instruments, shall be a burden and benefit to the Declarant, its successors and assigns, and any person acquiring an interest in any Unit, the property and the improvements, and to their grantees, successors, heirs, executors, administrators, devisees and assigns.

The Condominium Instruments and any amendments thereto are to be read together and in all respects not herein specifically modified or changed or given limited application, the provisions of the Condominium Instruments shall apply equally to the property therein described and the property described herein. Those limitations, modifications and changes are as follows:

I. Description of Units. THE CROSSING CONDOMINIUM, Phase 6, consisting of 56,003 square feet, more or less, is improved by sixteen (16) Units, as that term is described in the Condominium Act, with addresses as shown in the attached Exhibit "B". Each of these Units is hereby designated as one of the following Unit Types: Avalon, Buckingham, Canterbury and Devonshire according to the Plans Showing Typical Floor Plans of the Submitted Land (Phase 6), Additional Land and

Easements, THE CROSSING CONDOMINIUM, prepared by Dewberry & Davis, which is attached hereto and incorporated herein by reference as Exhibit "D".

Each Unit shall have as an appurtenance thereto a proportionate undivided interest in the Common Elements, as defined in the Condominium Act, which appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the conveyance or other instrument describing the Unit.

Phase 6 Unit types are described as follows:

A. Type "Avalon" Units are two-story, two-bedroom Units containing approximately one thousand one hundred sixty-two (1,162) square feet of space for exterior units, and approximately one thousand one hundred fifty-three (1,153) square feet of space for interior units.

B. Type "Buckingham" Units are two-story, two-bedroom Units containing approximately one thousand two hundred ninety-four (1,294) square feet of space.

C. Type "Canterbury" Units are two-story, two-bedroom Units containing approximately one thousand one hundred forty-two (1,142) square feet of space.

D. Type "Devonshire" Units are two-story, two-bedroom Units containing approximately one thousand two hundred forty-five (1,245) square feet of space.

The boundaries of each Unit are defined in the Declaration previously recorded.

II. INTEREST IN LIMITED AND GENERAL COMMON ELEMENTS.

A. Limited Common Elements: Ownership of a Unit shall entitle the Owner thereof to the exclusive use and enjoyment of Limited Common Elements appurtenant thereto, as shown on Exhibit "D" as "Limited Common Area".

B. In accordance with Article VI of the Declaration of THE CROSSING CONDOMINIUM, the undivided interest in the Common Elements for the entire Condominium, as expanded, which are appurtenant to ownership of each Unit of the

Condominium is hereby altered to provide the equal interest shown in the attached Exhibit "B".

III. UNIT OWNERS ASSOCIATION OF THE CROSSING CONDOMINIUM.

The submission of THE CROSSING CONDOMINIUM, Phase 6, is subject to the provisions of the Condominium Instruments and shall have no effect on the presently-existing Unit Owners Association of THE CROSSING CONDOMINIUM or the Board of Directors thereof, except that the Unit Owners of the Units contained herein shall immediately become and be members of the Unit Owners Association, entitled to attend and vote at any meeting thereof hereafter held.

IV. This Amendment shall take effect upon recordation.

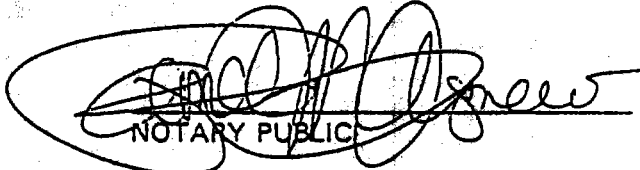
[SIGNATURE PAGE FOLLOWS]

By: A.E.
Attorney-in-Fact

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the Commonwealth of Virginia at Large, do hereby certify that Stanley F. Settle, Jr., who is personally well known to me to be the person named as Attorney-in-Fact of Pulte Home Corporation in the foregoing Amendment to Declaration bearing date on the 17th day of April, 1996, personally appeared before me in my jurisdiction aforesaid and acknowledged the same to be the act and deed of Pulte Home Corporation, a Michigan corporation, the Declarant herein, and that s/he delivered the same as such.

GIVEN under my hand and seal this 17th day of April, 1996.


NOTARY PUBLIC

My Commission expires: 6/30/97

December 6, 1994

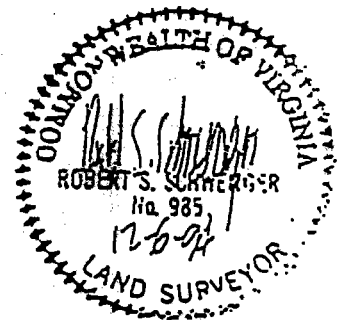
EXHIBIT A


DESCRIPTION OF
PHASE 6
THE CROSSING CONDOMINIUM
CITY OF FAIRFAX, VIRGINIA

Beginning at a point on the southerly line of Sager Avenue marking the northwesterly corner of Lot 5, Block 9, Section One, Green Acres; thence departing Sager Avenue and running with the lines of the said Green Acres S 17° 10' 34" W, 239.64 feet and S 59° 12' 31" W, 116.19 feet to a point marking the westernmost corner of Lot 3A of the said Green Acres; thence running with the northerly line of Lot 2 of the said Green Acres and continuing with the terminal line of Sideburn Road N 49° 20' 41" W, 127.64 feet to a point marking the southeasterly corner of Phase 5, The Crossing Condominium; thence departing Sideburn Road and running with the easterly line of the said Phase 5 N 16° 04' 37" E, 66.69 feet and N 15° 18' 33" E, 153.36 feet to a point on the southerly line of Phase 4, The Crossing Condominium; thence running with the lines of the said Phase 4 S 74° 41' 27" E, 84.87 feet and N 15° 18' 33" E, 77.01 feet to a point on the aforementioned southerly line of Sager Avenue; thence running with the southerly line of Sager Avenue S 73° 38' 57" E, 64.39 feet and S 47° 41' 42" E, 60.13 feet to the point of beginning, containing 56,003 square feet or 1.26565 acres of land

All being more particularly described on a plat attached hereto and made a part hereof.

Given under my hand this 6th day of December, 1994.



 Dewberry & Davis

(as defined in Article IX of these By-Laws), no proxy shall be valid for a period exceeding one hundred and eighty (180) days after its execution.

ARTICLE III

Board of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. Until deeds of conveyance representing seventy-five percent (75%) or more of the aggregate Common Element Interests of all Units (including all Units which may be added from the Additional Land shall have been delivered to Unit Owners by the Declarant, the Board of Directors shall consist of such persons as may be designated by the Declarant; provided, however, that the foregoing power of designation shall not extend beyond the maximum time permitted by Section 55-79.74(a) of The Condominium Act (the "Declarant Control Period"). The Board of Directors shall be composed of five (5) persons, all of whom shall be Unit Owners, Mortgagees (or designees of Mortgagees) or designees of the Declarant; provided, however, that anything in these By-Laws to the contrary notwithstanding, so long as the Declarant owns Units representing more than twenty-five percent (25%) of the aggregate Common Element Interests but in no event after the expiration of the maximum time permitted by Section 55-79.74(a) of The Condominium Act, the Board of Directors shall consist of at least three (3) members, all of whom shall be designated by the Declarant. The Declarant shall have the right in its sole discretion to remove its designated Directors and to designate their successors. The time limit on the period of Declarant's control shall commence upon the settlement of the first Unit to be sold in the Condominium.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may take any and all actions that are not by The Condominium Act or the Condominium Instruments required to be taken by the Association. The Board of Directors shall have the right to delegate to one of its members, or to a person employed for such purpose, the authority to act on behalf of the Board of Directors on any and all matters relating to the Managing Agent (as defined in Section 3 of this