



**Exhibit A
to Reassignment Package**

WATERGATE AT LANDMARK
211 Yoakum Parkway, Alexandria, Virginia 22304
www.watergateatlandmark.com
703-370-7000

PARKING SPACE REASSIGNMENT PROCESS

1. **REASSIGNMENT REQUEST:** Limited common element parking spaces may be reassigned upon written application by the unit owners concerned directed to the Association President. The written application shall be in the form of Exhibit "A" attached hereto (Application) and is available at the Association office. Upon receipt of a completed and signed Application and required payments and documents, the President shall direct Association legal counsel to prepare an Amendment to the Condominium Instruments reassigning all rights and obligations with respect to the limited common element parking spaces involved as indicated in the Application.

2. **PREPARATION AND RECORDATION FEES:** With submission of the Application, the unit owners concerned shall pay to the Association the costs for the preparation of the Amendment to the Condominium Instruments (Amendment) in an amount to be determined from time to time by the Association Board of Directors. The unit owners concerned also shall pay to the Association recording fees and transfer taxes necessary to record the Amendment among the land records of the City of Alexandria. If additional documents are required to be prepared, or recordation costs or transfer taxes exceed estimated amounts, the Association may require the unit owners concerned to pay the difference.

3. **AMENDMENT OF THE CONDOMINIUM INSTRUMENTS:** Upon receipt of the completed and signed Application from the Association office, Association legal counsel shall prepare an appropriate Amendment for the signature of the President or other officer designated by the Board and of the unit owners of the units concerned.

4. **LIEN RELEASE:** If the unit *from which* the parking space is being reassigned (Selling Unit) is encumbered by a deed of trust, mortgage or other lien, the owner of the Selling Unit must obtain deed of a partial release from that lender or lienholder releasing the parking space being reassigned from the lien of that deed of trust, mortgage or other lien. Upon request by the unit owners concerned and Board authorization, Association legal counsel will prepare a deed of release. In such case, the unit owners concerned shall pay to the Association the costs to prepare the deed of release. Neither the Association nor Association legal counsel is responsible for securing signatures to the deed of release. The Association is not responsible for any claims or losses associated with or resulting from the failure or refusal of any unit owner to secure such a release.

5. **RECORDATION:** The Amendment shall be executed and acknowledged by the unit owners concerned and the original completed and signed Amendment should be returned to the Association office. Unit owner signatures must be acknowledged by a notary public. Thereafter, the Amendment shall be executed and acknowledged by the Association President, or other officer designated by the Board, and Association legal counsel shall cause the Amendment to be recorded among the land records of the City of Alexandria, Virginia. If a deed of trust, mortgage or other lien encumbers

the Selling Unit, the associated deed of release must be recorded *before* the Amendment. Once recorded, a copy of the recorded Amendment is forwarded to the Unit Owners concerned. The original recorded Amendment is made part of the Association records.

6. **ALTERNATIVE PROCEDURES:** If the unit owners prefer to designate independent legal counsel to prepare the requisite documentation, the draft documents will be sent to the Association office for forwarding to Association legal counsel for review. Association legal counsel revises the documents and recommends execution of the Amendment by the Association President. The Association President executes the Amendment and the signed Amendment is forwarded to the designated Unit Owner. The person responsible for recording records the Amendment and deed of release (if any) and provides a copy of the recorded Amendment to the Association.

If the reassignment is part of a transaction involving the transfer of a unit or separate legal counsel is designated to prepare the Amendment and deed of release (if any), Association legal counsel may coordinate recordation of the Amendment and deed of release with such settlement agent or attorney, and may require an affidavit averring that the settlement agent or attorney will record the Amendment and deed of release (if any) on behalf of the Association and that the original recorded Amendment and deed of release (if any) will be returned to the Association.



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PARKING SPACE REASSIGNMENT APPLICATION

PARKING SPACE AND CLOSING INFORMATION

Parking Space No.: _____ (Parking Space) Purchase Price (if applicable): \$ _____
FROM Unit Number _____ (Selling Unit) **TO** Unit Number _____ (Purchasing Unit)
 Closing Date & Settlement Company (if applicable): _____
 Broker/Real Estate Agent for Parking Space Reassignment or Unit Closing (if applicable): _____
 Please box if unit owner has engaged separate legal counsel to prepare reassignment documents.

SELLING UNIT INFORMATION

Owner Full Name(s): _____
 (Print names of **all** record owners of Selling Unit as the names appear on unit deed)
 Owner Mailing Address: _____
 Telephone: _____ E-mail: _____
 Please box if Selling Unit is encumbered by a deed of trust/mortgage. If so, copy and release required (see below).

PURCHASING UNIT INFORMATION

Owner Full Name(s): _____
 (Print names of **all** record owners of Purchasing Unit as the names appear on unit deed)
 Owner Mailing Address: _____
 Telephone: _____ E-mail: _____

REQUIRED COPIES OF DOCUMENTS/ENCLOSURES

- Please check, as applicable:
- Copies of recorded deeds for the Selling Unit and Purchasing Unit. If a unit owner is deceased, copy of death certificate **(required)**.
 - Copy of trust document, if the Selling Unit or Purchasing Unit is owned in trust **(required)**.
 - Copies of all recorded encumbrances – deed(s) of trust/mortgage(s), encumbering Selling Unit and recorded release evidencing lender release of the Parking Space from such deed(s) of trust/mortgage(s) **(if applicable)**.
 - Check payable to **Watergate at Landmark** in the amount of \$700.00 **(required)**.

ACKNOWLEDGMENT

- We have read and agree to the terms of Administrative Resolution No. 166. We agree to pay all reasonable costs incurred by the Association to prepare and record an Amendment to the Condominium Instruments (Amendment) and other necessary documents. We understand that in preparing the Amendment, Association legal counsel relies on information provided and does not represent us. We will make a determination of any need for separate, independent legal counsel. If our legal counsel prepares the Amendment, we agree to pay the Association reasonable costs incurred by the Association for review of the Amendment and additional documents.
- We agree that once prepared, we will properly execute (signatures must be acknowledged by a notary public) and return the Amendment to the Association office to be executed by the President or other officer designated by the Board. The Amendment will be recorded among land records of the City of Alexandria by Association legal counsel. If the reassignment is being made in conjunction with settlement on a unit and the settlement company performs recordation, we acknowledge that additional documents may be required. We understand that the reassignment is not effective until the Amendment is properly recorded.

SIGNATURE(S) SELLING UNIT OWNER(S)	SIGNATURE(S) OF PURCHASING UNIT OWNER(S)
Signature: _____ Print Name: _____ Signature _____ Print Name: _____ Date: _____	Signature: _____ Print Name: _____ Signature _____ Print Name: _____ Date: _____