

August 12, 2011

Mr. Ray Womack
Ray Womack Training & Consulting LLC
Fax: 703-912-1476
{rwomack@raywomack.com}

Re: Hiddenbrooke Condominium

Dear Mr. Womack:

This law firm and I are counsel to Brookfield Rolling Woods, LLC (“Brookfield”), the condominium Declarant for the above-referenced project. Your e-mail of July 21, 2011 to Skip Daugherty has been sent to me for response. Please direct any future communications in regard to these matter to me as counsel and please treat this letter as a continuing denial and rejection of any contrary claims you may choose to try and interpose in response to this letter without the need for separate reply.

Pursuant to an August 4, 2008 Settlement Agreement between Brookfield and Hiddenbrooke Condominium Unit Owners Association, the statutory Council of Unit Owners for Hiddenbrooke Condominium (the “Association”), be advised that Brookfield has been completely and enforceably released (the “Release”) for all of the items complained of in your transmittal, including the 20-page power point photograph attachment that you included with that e-mail to Mr. Daugherty. Brookfield certainly does not concede the merits of your allegations, all of which are denied and disputed. Even so, because Brookfield fully performed its agreed undertakings in that Release, and the Condominium Association has received all of the agreed consideration that was given in exchange for that Release, any and all legal and other responsibility for addressing the disputed concerns raised in your e-mail (power point presentation inclusive) belong exclusively to the Association. That includes any responsibility for maintenance, repair and replacement of any allegedly defective improvements, as well as any duties to mitigate against any potential consequential damages -- whether to those improvements or otherwise.

Indeed, pursuant to the referenced Release, any claim lodged in attempted contravention of that Release will entitle Brookfield (and any other respondent Releasee under that fully performed Settlement Agreement) to complete indemnification from the Condominium Association, including payment of all attorney’s fees improperly incurred to deflect or defend any such released claims. In addition, because all of the unit closings occurred well over 5 years ago, all warranties that originally accompanied the improvements complained of have expired and the applicable statutes of limitations run. VA Code §55-79.79(c). This is also true for any untenable claims you have threatened in regard to trying to involve Fairfax County. *See* VA Code §19.2-8. For all of these reasons, any and all legal and other responsibility for the disputed issues

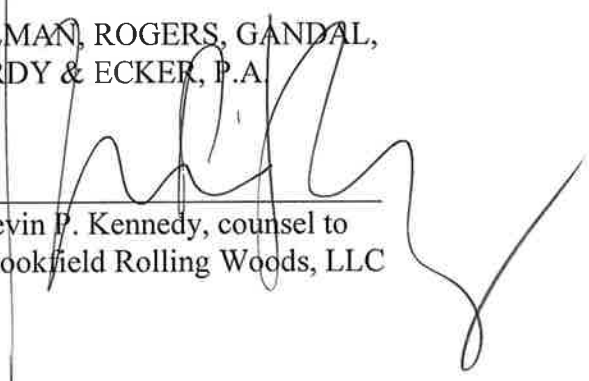
complained of are reposed entirely and exclusively in the Association (aforesaid indemnity obligations to Brookfield inclusive).

That said, because even frivolous litigation is expensive to defend, we thought it prudent to notify you of these facts and dispositive defenses to any threatened claim against Brookfield and to further advise that if either Brookfield or any of the other Releasees in the referenced Association Release are improperly put upon to defend any such untenable claims, Brookfield and the other Releasees under that Release will (i) hold the Association to the strict letter of the above-referenced indemnification terms, but also (ii) retain all rights and recourse against any culpable parties sponsoring those misplaced claims -- both to recover counsel fees against any such claimants, but also for any possible actions in tort against those persons in order to redress the damages that would be improperly caused our client from any such frivolous litigation. Such wrongful litigation/claim exposure frequently includes liability for both actual and punitive damages, all of which rights and remedies are reserved by Brookfield. Of course, insurance is unlikely to cover either the Association's indemnity obligations or the likely exposure devolving from any such untenable claims that you have improperly threatened in this regard. Please factor that into your decisions going forward.

For all of these reasons, no portion of this letter is negotiable. Thank you in advance for your anticipated and required compliance. Should you have any questions concerning these matters, please do not hesitate to contact me.

Very truly yours,

SHULMAN, ROGERS, GANDAL,
PORDY & ECKER, P.A.

By: 
Kevin P. Kennedy, counsel to
Brookfield Rolling Woods, LLC

cc: Sean P. Sherman, Esq.
Brookfield Rolling Woods, LLC