

SCHEDULE "B"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 15<sup>th</sup> day of November, 1985, by and between ROLLING VALLEY GENERAL PARTNERSHIP, a Virginia general partnership, hereinafter referred to as "Declarant", and CAROLINE OAKS HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation, hereinafter known as "Association".

WHEREAS, Declarant and Association are the sole owners of certain real property located in Fairfax County, Virginia, known as Caroline Oaks, Section One, as the same is duly dedicated, platted and recorded with these presents; and

WHEREAS, it is the desire of the Declarant to convey said property subject to certain covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and be binding on all parties having any right, title and interest in the described properties of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to CAROLINE OAKS HOMEOWNERS ASSOCIATION, (a non-stock, non-profit Virginia corporation), its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, comprised of Parcel "A", Section One, Caroline Oaks, as shown on plat thereof.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area, and areas dedicated as public use.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Declarant" shall mean and refer to ROLLING VALLEY GENERAL PARTNERSHIP, a Virginia general partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II - ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3rds) of the Class A members and two-thirds (2/3rds) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast sixty per cent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum of such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3rds) of the Class A membership or two-thirds (2/3rds) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within ten (10) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in the Articles of Incorporation of CAROLINE OAKS HOMEOWNERS ASSOCIATION, INC., such additional lands may be annexed to said Properties without the assent of the Class A members; provided, however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section if such agencies shall be involved, and otherwise in accordance with the preliminary plat heretofore submitted to Fairfax County, Virginia. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development if such agencies shall be involved. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of three-fourths (3/4ths) of the Class A members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be sent to all members not less than ten (10) days or more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast seventy-five (75%) per cent of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

## ARTICLE III - MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants or record to assessment by the Association, including contract sellers shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separate from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

## ARTICLE IV - VOTING RIGHTS

Section 1. The association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required from membership by Article III. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on August 1, 1990.

Section 2. Upon annexation by the Declarant of additional properties pursuant to Article II, Section 2, and in the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived with respect to those lots so annexed, provided that, the Class B membership in these annexed lots shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership in the annexed property equals the total votes outstanding in the Class B membership in such property; or
- (b) Four (4) years from the date of recordation of the Deed of Dedication for such annexed property.

## ARTICLE V - PROPERTY RIGHTS

SECTION 1. Owners Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situate upon the common area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, with the assent of 2/3 of each class of membership, to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereund.

(d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast more than two-thirds (2/3rds) of the votes of the Class A membership and more than two-thirds (2/3rds) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance;

(f) the right of the individual owners to the exclusive use of parking spaces as provided in this Article;

and

(g) the party hereto does hereby grant to the County of Fairfax, its agents, contractors and employees an easement on, over and across the streets and areas shown and designated on said attached plan as Common Area, for the purpose of performing any and all municipal functions, governmental or proprietary, which the County may find necessary or desirable to perform, including but not limited to police and fire protection and trash removal together with all other rights necessary for full enjoyment and use of the aforesaid easement. The terms and provisions of this easement shall extend to and be binding upon the successors and assigns of the party hereto.

Section 2. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas.

#### ARTICLE VI - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessment together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particularly for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use of enjoyment of the Common Area, and of the homes situate upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be at the rate of \$ 42.50 per month, per lot for Class A members and Twenty-five (25%) per cent of the Class A members' assessment per month for Class B members.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) per cent by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots not owned by the Declarant. Any unoccupied Lot or Lots owned by the Declarant shall be assessed at twenty-five (25) per cent of the rate of Lots not owned by the Declarant so long as the Declarant has Class B membership status. The Declarant shall fund all budget deficits and maintain the common area at no costs to the Association until termination of the Class B membership. Upon termination of the Class B membership, all lots owned by the Declarant shall be assessed 100% of the annual assessment of the Association.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting or members or of proxies entitled to cast sixty (60%) per cent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forth coming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half

(1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first Annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certification shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the late charge shall be \$5.00. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessment as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority
- (b) the Common Areas;
- (c) all property owned by charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VII - PARTY WALLS

Section 1. General Rules of Law To Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for

property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportions to such use.

Section 3. Destruction by Fire and Other Casualty. If a party wall is destroyed or damaged by fire or other casualty any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

#### ARTICLE VIII - PROTECTIVE COVENANTS AND RESTRICTION

In order to conserve the natural beauty of the subdivided property, to insure its best use and most appropriate development, and to prevent the erection of poorly designed or constructed improvements, the entire area hereinabove described shall be subject to the following protective covenants and restrictions hereinafter referred to as The General Covenants:

(1) No building, accessory building, or structure (including play structures), shed, awning, porch or porch covering, garage, trailer, tent, driveway, fence, hedges, screens, barns, driveways, wall or other structures shall be allowed, constructed, or altered upon any lot or house thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors and materials and harmony of same to the project as a whole. The Architectural Control Committee shall have the right, in its discretion, to prohibit the allowance, construction, or alteration of any of the above upon any lot except for the main dwelling unit. No structure built upon any of the said lots shall have the exterior painted without the proposed color thereof having been approved by the said Architectural Control Committee. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(2) The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three (3) or more members. The members of the committee shall not be entitled to any compensation in connection with the performance

of their functions as such, unless otherwise agreed upon between the Board of Directors of said Association and the members of said Committee.

(3) No lot shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office during the construction and sales period.

(4) No fence or wall shall be constructed on any lot except by the developer prior to the conveyance of said lot, without the permission in writing by the Architectural Control Committee. No tree with a diameter of more than 4" measured 2' above ground level, lying outside of the building driveway and parking area, shall be removed without the approval of the architectural control committee.

(5) No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel of the Properties.

(6) Easements for the installation and maintenance of underground utilities, supply and transmission lines, and drainage facilities are reserved to the Declarant through all areas shown on the plat attached to the Deed of Dedication of CAROLINE OAKS, whether within the boundaries of residential lots or in common properties until such time as the common area is conveyed to the Association. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation, maintenance or repair of an underground utility, supply or transmission line, or drainage facility shall be promptly repaired or replaced at the expense of the Association or authority which directed the entry. And, further, the Association shall have the right to establish easements over the common area as needed for utility purposes after such time as the common area has been conveyed to the Association. Easements for individual lots for utilities may be established only by the recorded plan of the subdivision, or as granted thereafter by the individual lot owners.

(7) No exterior clothesline, or clothes hanging device, except that of an umbrella-type nature with a diameter not exceeding 7 feet, shall be allowed upon any lot. Washing may be dried only between 9 A.M. and 5 P.M., Monday thru Saturday.

(8) No sign of any kind larger than one foot square shall be displayed to the public view on any lot, except temporary signs of more than four square feet advertising the said lot for sale or rent and except for temporary signs erected by the Declarant in connection with the construction, lease, or sale of buildings and lots or other parcels of the Properties.

(9) No livestock, including horses, cattle and hogs, nor fowl such as chickens and pigeons shall be kept on the property. The breeding of animals for commercial use is prohibited, but nothing contained herein shall be construed to prohibit the keeping of the usual domestic pets. No more than two domestic pets shall be kept at any one time. Pets shall be restrained and controlled as required by ordinance now or hereafter promulgated by Fairfax County, Virginia.

(10) The Association shall have the right (if after 20 days notice to the owner of the lot or lots involved, setting forth the action intended to be taken, such action has not been taken by the Owner) to trim or prune, at the expense of the Owner, any hedge or other planting that in the opinion of the

Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall further have the right, upon notice and conditions, to care for any vacant or unimproved lot, and to remove grass, weeds, and rubbish therefrom and do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such lot in neat and good order, all at the cost and expense of the Owner.

(11) No antenna for the transmission or reception of radio or television signals shall be erected or permitted on any building or lot or other parcel of the Properties except upon approval of the Architectural Control Committee.

(12) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No material or refuse or any container for the same shall be placed or stored in the front of any house, or on the patio or stoop at any time. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this paragraph and to enter onto any lot for this purpose.

(13) No commercial truck, commercial bus, or other commercial vehicle of any kind shall be permitted to be kept or parked overnight upon any portion of the Properties.

(14) No portion of the Properties shall be used for the repair of automobiles, nor shall any vehicle other than a private automobile be parked in any of the parking spaces maintained by the Association. After ten (10) days written notice to the owner of any vehicle parked in violation of this covenant, the Association may remove such vehicle at the expense of the owner thereof.

(15) No baby carriages, velocipedes, bicycles or other articles of personal property shall be deposited, allowed or permitted to remain on any lot except in the enclosed rear area. The Association may impound all such articles and make a charge for their return.

(16) No boats, trailers, tents, or other structures of a temporary character, or portable vehicle other than automobiles shall stay parked forward of any dwelling for a period exceeding four (4) calendar days.

(17) Open space not contained in lots and streets shall not be denuded, defaced or otherwise disturbed in any manner, at any time without the approval of the appropriate County Departments and in concurrence with the County Planning Engineer.

The Declarant hereby grants to members of the Association in good standing, who are owners of townhouses, and their agents and employees an easement upon and across any lot adjacent to a lot owned by said member for the purpose of temporary support of ladders during cleaning, painting, and maintenance operations on said member's lot, and all members are granted an easement over and across all walkways and sidewalks not dedicated to public use.

#### ARTICLE IX - GENERAL PROVISION

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants,

reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Any violation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of twenty (20) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five years by an instrument signed by ninety (90%) per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners. Any amendment must be properly recorded. Any Amendment to Articles I, III, IV, V, VI and IX must also be approved by the appropriate officials of Fairfax County, Virginia.

Section 4. FHA/VA Approval. As long as there is a Class B membership and if any of the Properties described in Article I, Section 2, and Article II, Section 2, have been developed in accordance with the general plan submitted to the Federal Housing Administration and the Veterans Administration, or similar Governmental Agency, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties (other than those described in Article II, Section 2); mergers or consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment to this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, CAROLINE OAKS HOMEOWNERS ASSOCIATION, INC., (being the "Association" herein), has caused this Declaration of Covenants, Conditions and Restrictions to be signed by its Vice President, this 15<sup>th</sup> day of November, 1985.

IN WITNESS WHEREOF, ROLLING VALLEY GENERAL PARTNERSHIP, (being the Declarant herein) has caused this Declaration of Covenants, Conditions and Restrictions to be signed by its Gen. Partner, this 15<sup>th</sup> day of November, 1985.

CAROLINE OAKS HOMEOWNERS  
ASSOCIATION, INC.

by:

Vice President

ROLLING VALLEY GENERAL  
PARTNERSHIP

BY: VAN METRE DEVELOPMENT,  
INC., GENERAL PARTNER

BY:

AV PRESIDENT

BY: SUMAMETRE, INC.,  
GENERAL PARTNER

BY: Edward C. Smith  
VICE PRESIDENT

STATE OF Virginia  
COUNTY OF Talbot, to-wit:

The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of November, 1985, by Richard J. Pickett  
as Vice President of CAROLINE OAKS HOMEOWNERS ASSOCIATION, INC.

My Commission expires on the 11<sup>th</sup> day of  
December, 1987.

John H. Agh  
NOTARY PUBLIC

STATE OF Virginia  
COUNTY OF Talbot, to-wit:

The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of November, 1985, by  
Richard J. Pickett, as A.V. President of VAN METRE DEVELOPMENT,  
INC., GENERAL PARTNER OF ROLLING VALLEY GENERAL PARTNERSHIP.

My Commission expires on the 11<sup>th</sup> day of  
December, 1987.

John H. Agh  
NOTARY PUBLIC

STATE OF Virginia  
COUNTY OF Talbot, to-wit:

The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of November, 1985, by Edward C. Smith  
as Vice President of SUMAMETRE, INC., GENERAL PARTNER OF  
ROLLING VALLEY GENERAL PARTNERSHIP.

My Commission expires on the 11<sup>th</sup> day of  
December, 1987.

John H. Agh  
NOTARY PUBLIC