

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 2nd day of APRIL, 1997, by **COMSTOCK CROSSFIELDS II, L.C.**, a Virginia limited liability company (hereinafter the "Declarant"), and **CROSSFIELDS II HOMEOWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation (hereinafter the "Association").

WITNESSETH:

WHEREAS, the Declarant is the owner of Lots One (1) through Six (6) and Outlot B, **CROSSFIELDS** Section Two Subdivision, as duly dedicated, platted and recorded immediately prior hereto among the land records of Fairfax County, Virginia; and

WHEREAS, the Association is the owner of Parcel "A" **CROSSFIELDS** Section Two Subdivision, as duly dedicated, platted and recorded immediately prior hereto among the land records of Fairfax County, Virginia; and

WHEREAS, the Board of Supervisors of Fairfax County, Virginia, has specified that a single association be formed for all residential uses in the community; and

WHEREAS, in order to provide for the preservation and enhancement of the property values, amenities, and opportunities in said community, contributing to the personal and general health, safety, and welfare of residents and for the maintenance of the land and improvements thereon, the Declarant desires to subject the real property described above to the covenants, restrictions, easements, charges, and liens of this Declaration of Covenants, Conditions, and Restrictions, said covenants, restrictions, easements, conditions, and charges running with said

97 075522

JUN 17 A 8:30

Prepared by and
turn to:

Law Offices
ANKERT & NORAIR, P.C.
3025 Hamaker Court
Fairfax, VA 22031
876-8484
Box 83

lou:hd\hoa\97-1001.txt
March 3, 1997

real property and binding all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and inuring to the benefit of each owner thereof; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth and the intents and requirements of the County of Fairfax, Virginia, the Declarant has incorporated under the laws of the Commonwealth of Virginia Crossfields II Homeowners Association, Inc.

NOW, THEREFORE, the Declarant and Association do hereby grant, establish, and convey to each Owner mutual non-exclusive rights, privileges and easements of enjoyment on equal terms in common with all other Owners in and to the use of the common facilities; and do hereby declare the above-described real property and such additions thereto as may hereafter be made pursuant to Article II hereof to be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title, or interest in the above-described real property or any portion thereof, their successors and assigns, and shall inure to the benefit of each Owner thereof.

AND FURTHER, the Declarant hereby delegates and assigns to Crossfields II Homeowners Association, Inc. the powers of owning, maintaining, and administering all common areas, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents.

ARTICLE I

DEFINITIONS

Section 1. "Approval" shall mean and refer to the written approval, or any written waiver of approval rights, or a formal letter stating "no objection."

Section 2. "Association" shall mean Crossfields II Homeowners Association, Inc.

Section 3. "Book of Resolutions" shall mean and refer to the document containing the rules and regulations and policies of the Crossfields II Homeowners Association, Inc. as they may from time to time be amended.

Section 4. "Builder" shall mean and refer to a person who in the regular course of business purchases Lots and becomes the Owner of such Lots solely for the purpose of constructing improvements upon said Lots for resale, their successors and assigns; provided, however, that no successor or assignee of Builder shall have any rights or obligations of Builder hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of Builder, shall cease when all of the Lots have been purchased and settled on by an Owner other than Builder or Declarant.

Section 5. "Common Area" shall mean and refer to all real property and improvements thereon owned or leased by the Association for the use and enjoyment of Members. At present said Common Area consists of Parcel "A" as hereinabove described.

Section 6. "Declarant" shall mean and refer to Comstock Crossfields II, L.C., its successors and assigns; provided, however, that no successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are

specifically set forth in the instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of the Declarant, as Declarant, shall cease when all of the Lots have been purchased and settled on by an Owner other than a Builder or Declarant or at such time as the Declarant may waive in writing its rights hereunder.

Section 7. "Declaration" shall mean and refer to the covenants, conditions, and restrictions and all other provisions herein set forth in this Declaration of Covenants and Restrictions.

Section 8. "Federal Mortgage Agencies" shall mean and refer to those Federal Agencies who have an interest in the Property, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 9. "First Mortgagee" shall mean and refer to an Institutional Lender who holds the first mortgage or deed of trust on a Lot and who has notified the Association of its holdings.

Section 10. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, and the Bylaws of the Association, all as initially drawn by the Declarant and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 11. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents, any Supplementary Declarations and the Book of Resolutions, as such may be amended from time to time.

Section 12. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured a loan of such a lender, or any combination of any of the foregoing entities.

Section 13. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, with the exception of Common Area as heretofore defined.

Section 14. "Member" shall mean and refer to members of the Association which shall consist of all Owners.

Section 15. "Notice" shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient, or (2) notice published at least once a week for two consecutive weeks in (a) a newspaper having general circulation in Fairfax County, Virginia or (b) the newsletter of the Association delivered personally or mailed to each Member.

Section 16. "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one or more persons or entities, including contract sellers; the term shall exclude those having such interest merely as security for the performance of any obligation.

Section 17. "Property" shall mean and refer to Lots One (1) through Six (6), Outlot B, and Parcel "A", CROSSFIELDS, Section Two, as duly dedicated, platted and recorded

immediately prior hereto, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 18. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold fifty-one percent (51%) of the outstanding votes of the Class A Members and the representation by presence or proxy of the Class B Members so long as they shall exist.

Section 19. "Registered Notice" shall mean and refer to any Notice which has been signed for by a recipient or has been certified by the U.S. Postal Service or other entity as having been delivered to the address of the intended recipient. Failure by refusal of an intended recipient to acknowledge such Notice shall nevertheless constitute receipt when such refusal is witnessed by the party delivering said Notice.

Section 20. "Single Family" shall mean and refer to a single housekeeping unit which includes not more than three adults who are legally unrelated or as may be subsequently defined by Fairfax County, Virginia.

Section 21. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions, and restrictions which may be recorded by the Declarant or Builder, which extends the provisions of this Declaration or which contains such complementary provisions as are deemed appropriate by the Declarant or Builder and as are herein required.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section 1. The Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County

of Fairfax, Commonwealth of Virginia and is described as Lots One (1) through Six (6), Outlot B, and Parcel "A", CROSSFIELDS, Section Two Subdivision.

Section 2. Additions to The Property. Additional properties may become subject to this Declaration in the following manner:

(a) Additions by the Declarant. The Declarant shall have the right to subject to the Declaration any additional property which lies adjacent to the Property, provided that not more than five (5) years have lapsed since the filing of the Declaration.

(b) Other Additions. Additional land, other than that described above, may be annexed to the Property upon approval of two-thirds (2/3) of each class of Members.

The additions authorized under subsections (a) and (b) shall be made by complying with the requirements of the zoning ordinances of Fairfax County, Virginia, by securing the Approval of the Federal Mortgage Agencies, if necessary, by filing of record one or more Supplementary Declarations of Covenants and Restrictions with respect to the additional property, and by filing with the Association the preliminary plat for such additions.

Section 3. Merger. In accordance with its Articles of Incorporation, the property, rights, and obligations of the Association may, by operation of law be transferred to another surviving or consolidated association similar in corporate nature and purposes or, alternatively, the property, rights, and obligations of an association similar in corporate nature and purposes may by operation of law, be added to the property, rights, and obligations of the Association as a surviving operation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidations, however, shall effect any revocation, change,

or addition to the covenants established by this Declaration within the Property except as hereinafter provided. Such merger or consolidation shall have the assent of two-thirds (2/3) of each class of Members.

ARTICLE III

THE ASSOCIATION

Section 1. Organization.

The Association is a nonprofit non-stock corporation organized and existing under the laws of Virginia charged with the duties and vested with the powers prescribed by law and as set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents than this Declaration shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Membership.

(a) Basis. Membership shall be appurtenant to the Lot giving rise to such Membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except as provided in the Governing Documents.

(b) Member's Rights and Duties. Each Member shall have the rights, duties, and obligations set forth in the Governing Documents.

(c) Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners except the Class B Members. Class A Members shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B Members shall be the Declarant and the Builder who shall have six (6) votes for each Lot in which they hold the interest required for membership.

(d) Exercise of Vote. The vote for any Membership which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such Membership is made prior to the completion of a vote, in which case the vote for such Membership shall not be counted.

Section 3. Board of Directors.

(a) Composition. The number of Directors and methods of selection shall be as provided in the Bylaws. Provided, however, as long as the Declarant has rights hereunder, as Declarant, it shall have the right to appoint the members of the Board of Directors.

(b) Extent of Power.

(1) The Board of Directors shall have all powers for the conduct of the affairs of the Association which are enabled by law or the Founding Documents which are not specifically reserved to Members or the Declarant by said Documents.

(2) The Board of Directors shall exercise its powers in accordance with the Governing Documents.

(c) Powers and Duties. Without limiting the generality thereof the Board shall have the power and obligation to perform the following duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer, or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except, the acquisition, mortgaging, or disposal of Common Area and/or improvements shall be subject to the provisions of Article II and Article IV, respectively; and

(2) Rule Making. To establish rules and regulations for the use of the property as provided in Articles IV and VI and to review, modify, and approve Architectural standards adopted by the Architectural Review Board; and

(3) Assessments. To fix, levy, and collect assessments as provided in Article V; and

(4) Easements. To grant and convey easements to the Common Area as may become necessary and as provided in Article VI; and

(5) Employment of Agents. To employ, enter into contracts with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct, and perform the business obligations and duties of the Association; and

(6) Mergers/Consolidations. To participate in mergers and consolidations with other corporations as provided in Article II; and

(7) Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Governing Documents, subject to any appeal which may be filed and is pending.

Section 4. The Architectural Review Board.

Upon the vote of two-thirds (2/3) of the Class A Members and the consent of the Class B Member, if it exists, the Board of Directors may form an Architectural Review Board.

If formed, the Architectural Review Board may regulate the external design, appearance, and location of the Property and improvements thereon in such a manner so as to preserve and

enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Architectural Review Board may:

- (1) Adopt Architectural standards subject to the confirmation of the Board of Directors;
- (2) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions; and
- (3) In accordance with the Bylaws and Book of Resolutions, monitor Lots for compliance with Architectural standards and approve plans for alteration.

An applicant may appeal an adverse decision of the Architectural Review Board to the Board of Directors, which may reverse or modify such decision.

Section 5. Insurance. The Association shall maintain hazard insurance policies for any improvements on the Common Areas and a comprehensive policy of public liability insurance covering the Common Area. Such insurance policy shall contain a severability of interest clause or endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location, and use.

ARTICLE IV

COMMON AREA

Section 1. Obligations of the Association. The Association, subject to the conditions set forth in this Declaration, shall be responsible for the management and control of the Common Area.

The following property is hereby designated as Common Area, as defined in Article I, Section 4, of the Declaration, Parcel "A", CROSSFIELDS, Section Two Subdivision.

Section 2. Conservation Easement.

The Common Area is subject to the terms of that certain conservation easement set forth in the Deed of dedication, Subdivision, Conveyance and Easement recorded immediately prior hereto among the land records of Fairfax County, Virginia, the terms of which include but are not limited to the following:

(1) No use shall be made of, nor shall any improvements be made within, the conservation easement area without prior written authorization from Fairfax County.

(2) All existing vegetation in the conservation easement area shall be preserved and protected and no clearing or grading shall be permitted, nor shall the easement area be denuded, defaced or otherwise disturbed without the prior written approval of the appropriate agency or department of Fairfax County.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed thereto, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual, and Special Assessments as are established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot

against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 2. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgagee. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure by a First Mortgagee or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments 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 3. Method of Assessment. All assessments shall be levied by the Association against Lots and collected and disbursed by the Association. The Board of Directors shall fix the amount of the assessments as provided hereinafter; set the dates such assessments shall become due and the payment methods.

Section 4. Annual Assessment.

(1) Purpose. The Annual Assessment shall be used exclusively to promote the recreation health, safety, and welfare of the Members and in particular to maintain, and insure, the Common Area and shall include the funding of appropriate reserves.

(2) Declarant/Builder Assessment. The Declarant and Builder shall fund the actual expenses of the Association on a per-lot pro-rata basis until such time as the Annual Assessment commences.

(3) Maximum. Until the first day of the fiscal year following commencement of assessments, the maximum Annual Assessment rate shall be \$100.00 per lot.

(4) Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Directors may increase the maximum each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum for the current fiscal year, or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next fiscal year.

From and after the first day of the fiscal year immediately following the commencement of assessments, the maximum may be increased above the amount which can be set by the Board with the assent of two-thirds (2/3) of the votes of each class of Members voting in person or by proxy at a meeting duly called for this purpose.

(b) Amount of Assessment. By a vote of two-thirds (2/3) of the Directors, the Board shall fix the Annual Assessment at an amount not in excess of the current maximum, provided, however, that the Annual Assessment shall be sufficient to meet the obligations imposed by the Declaration and any Supplementary Declarations. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.

(c) Date of Commencement of Annual Assessment. The first Annual Assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the last Lot to an Owner other than a Builder.

Section 5. Special Assessments.

(a) Restoration Assessment. The Association may levy a Restoration Assessment upon any Lot whose Owner fails to maintain such Lot, as provided in Article VI, Section 2, or who fails to provide such maintenance funds as may be required by the Declaration. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection itself.

(b) Initial Assessment. Each initial purchaser of a Lot other than the Declarant or a Builder shall pay at settlement of said Lot an Initial Assessment as a capital contribution equal to one-sixth (1/6) of the Annual Assessment established by the Board of Directors.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency and may take any one or all of the following actions: (a) declare the entire balance of such Annual or Special Assessment due and payable in full; (b) charge interest from the due date at the rate of twelve percent (12%) per annum; (c) charge a one time penalty of five percent (5%); (d) give Registered Notice to the Owner that in the event payment with accrued interest is not paid within thirty (30) days from the date of such notice, then the expressed contractual lien provided for herein shall be foreclosed; or (d) upon Registered Notice to the Owner, suspend the right of such Owner to vote or to use the Common Area until the assessment and accrued interest is paid in full.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas; (3) all properties exempted from taxation by the state or county government upon the terms and to the extent of such legal exemption, provided that no property utilized for residential purposes shall be exempt.

ARTICLE VI

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or be detrimental to the well-being of Members. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Community of Crossfields Section Two.

(b) Restriction on Further Subdivision. No Lot upon which a single family residence has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided, that this shall not prohibit the Declarant or the Builder from further subdividing Lots, nor prohibit deeds of correction, deeds to resolve boundary line disputes, deeds of re-subdivision as required to resolve zoning violations and similar corrective instruments.

(c) Conditions for Architectural Control. Subject to the formation of an Architectural Review Board as set forth in Article III, Section 4, the following restrictions are hereby established:

No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work, which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this Declaration, shall be made or done without the prior approval of the Board of Directors or the Architectural Review Board, as the case may be. No building, residence, or other structure, fence, wall, or landscaping in lieu thereof, shall be commenced, erected, maintained, improved, altered, made, or done on such property without the prior written approval of the Board of Directors or the Architectural Review Board, as the case may be.

(d) Rules. From time to time the Board of Directors shall adopt general rules, including but not limited to rules to regulate potential problems relating to the use of property and the well-being of Members, such as keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, signs, trash and trash containers, maintenance and removal of vegetation on the Property, and the type and manner of application of fertilizers or other chemical treatments to the Property in accord with non-point source pollution control standards. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

(e) Exceptions. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Declarant or Builder is engaged in developing or improving any portion of the Property, such persons shall be exempted from Rules affecting movement, disposition, and storage of building materials and

equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model homes. Such exemption shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness, and general appearance of the Property.

(f) Building Restriction Lines. No structure shall be constructed in violation of the Building Restriction Lines established by the Zoning Ordinances of Fairfax or as may be set forth in the Deed of Dedication and Subdivision for the Property.

Further, no structures, including but not limited to fences and walls, shall be erected in front or side yards. Front and side yards shall be defined as the area between the street and the line established by the plane of the rear wall of the dwelling constructed on any Lot extended to such Lot's property lines.

(g) Residential Use. All Lots shall be used, improved, and devoted exclusively to residential use, except that an "at home" office may be maintained in a dwelling provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided, further, there shall be no distribution of merchandise or other materials on a regular basis nor shall said at home office create any additional motor or foot traffic beyond that anticipated in a first-class suburban residential neighborhood of the quality and standard of Crossfields Section Two. Nothing herein shall be deemed to prevent an Owner from leasing to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

(h) Vehicles. No portion of the Property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Directors as provided herein;

(1) All motor vehicles including, but not limited to trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicle shall be driven on pathways or Common Areas. This prohibition shall not apply to normal vehicular use of designated streets and lanes.

(2) Parking of all commercial and recreational vehicles and related equipment, including boats and boat trailers, other than on a temporary and non-recurring basis, shall be in garages or in areas approved by the Association for such parking. No such area for approved parking is currently contemplated by the Association. There shall be no parking of commercial or recreational vehicles anywhere within public view; parking of commercial and recreational vehicles shall be restricted entirely to garages. If a truck-mounted camper is to be an Owner's primary means of transportation, it shall not be considered a recreational vehicle, provided it meets the following conditions: (i) the vehicle is moved on a daily basis; (ii) it is parked within a garage or driveway; and (iii) if the camper is removed, it shall be stored in an area screened from all surrounding property.

(i) Pets. Subject to limitations as may from time to time be set by Fairfax County, Virginia and the Association, generally recognized household pets, in reasonable numbers, may be kept and maintained on a Lot, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the

Lot and must be leashed in accordance with the ordinances of Fairfax County, Virginia. No animals or fowl may be kept on the Property which result in annoyance and/or become a nuisance to residents in the vicinity.

(j) Clothes Drying Equipment. No exterior clothes lines or other exterior clothes drying apparatus shall be permitted on any Lot, unless obscured from view from the street and the neighbors.

(k) Antennae. Exterior television or other antennae are prohibited, unless approved in writing by the Board of Directors or, if formed, the Architectural Review Board. Subject to appropriate federal regulations, satellite dishes may be allowed, provided adequate screening is provided by the Owner, as determined by the Board of Directors or, if formed, the Architectural Review Board.

(l) Trash Receptacles. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All refuse containers shall be screened from the view of adjoining Lots and streets.

(m) Trash Burning. Trash, leaves, and other similar material shall not be burned in violation of Fairfax County law.

(n) Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written approval of the Board of Directors, except customary name and address signs and "For Sale" signs of not more than twelve inches (12") by twelve inches (12") and no more than one (1) of each type sign may be posted.

(o) Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

(p) Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic or which is in violation of Section 1(f) hereof. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property and shall comply with Fairfax County, Virginia ordinances. All fences shall be board on board construction, a minimum of four feet (4') in height and shall be constructed of cedar wood materials.

(q) Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

(r) Storage of firewood. Storage of firewood shall be restricted to rear yards. All firewood storage locations must be screened from view from the street and the neighbors.

(s) Leases. All leases within the Neighborhood shall be for a minimum of six (6) months. Leases shall be valid only if the tenant acknowledges receipt of a copy of the rules and regulations of the Association and the Lease shall state such acknowledgment.

(t) Garages. No garage shall be utilized for other than the purpose of storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. Except for the purposes of immediate access to the inside of a garage, Owners and occupants shall make a reasonable effort to keep garage doors in a closed position. Owners shall make a reasonable effort to keep all vehicle(s) parked within the garage with the garage door closed, to the extent allowed by the size of the garage.

(u) Windows. All window treatments (curtains, blinds, shades, etc.) visible from the front of any Lot shall be white in color.

Section 2. Maintenance of Property.

(a) Owner Obligation. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, free of debris, and all lawns shall be maintained at a maximum height of six (6) inches, all in a manner and with such frequency as is consistent with good property management.

(b) Failure to Maintain. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association after Notice to the Owner and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for herein for non-payment.

Section 3. Resale of Lots.

The Contract Seller of a Lot shall notify the Board of Directors of the name of the Contract Purchaser and the scheduled date and place conveyance will be accomplished.

The Board thereupon shall prepare and provide the disclosure packet required by Section 55-512 of the Virginia Code and may charge the requesting party a reasonable sum for providing same.

ARTICLE VII**EASEMENTS**

Section 1. Utility Easements. There is hereby created an easement upon, across, over, through, and under the Property for ingress, egress, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable, or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Declarant, Builder or the providing utility or service company to maintain facilities and equipment on the Property.

When the utility line for a Lot extends under an adjacent Lot or Parcel, the Owner of the Lot may enter the adjacent Lot or Parcel for the purpose of maintenance or repair of the utility line, subject to the obligation to restore the adjacent Lot or Parcel promptly upon completion of the repair or maintenance.

Section 2. Declarant's Easement to Correct Drainage. For a period of five years from the date of conveyance of each Lot, the Declarant and Builder reserve an easement and right-of-way on, over, and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant or Builder, as the case may be, shall restore the affected property to its original condition as near as practicable. The Declarant or Builder shall give reasonable notice of intent to take such action to all affected Owners, unless in the sole opinion of the Declarant or Builder, as the case may be, an emergency exists which precludes such notice.

Section 3. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Declarant or Builder is engaged in developing or improving any portion of the Property, such persons shall have an easement of ingress, egress, and use over any lands not conveyed to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs, and (3) conduct of sales activities, including maintenance of model homes. Such easement shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness, and general appearance of the Property.

Section 4. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot to: (a) inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with Architectural standards and/or approved plans for alterations and improvements; and (b) perform such maintenance as is required by the Declaration on such Lots, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three days in advance thereof and such inspection is performed during reasonable hours.

Section 5. Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement officers, fire and rescue personnel as needed to carry out their duties, including enforcement of clear emergency vehicle access.

Section 6. Easement for Landscaping, Signs, and Entrance Features. There shall be and is hereby reserved to the Declarant and Builder for so long as they retain their rights as Declarant and Builder, a nonexclusive easement over all Lots and Common Areas for the

purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, landscaping, tree planting, street lights, entrance features and/or "theme areas," lighting, stone, wood, or masonry wall features, and/or related landscaping.

Section 7. Reservation of Power of Attorney to Grant Easements.

(a) There shall be and is hereby reserved in the Declarant and Builder and their successors and assigns, the right with respect to the Lots and Parcels subject to this Declaration, to grant easements required by any Government Agency or Authority. This right shall continue for a period of thirty-six (36) months from date of conveyance of any Lot.

(b) There shall be and is hereby reserved in the Association, its successors and assigns, the right with respect to the Lots and Parcels subject to this Declaration, to grant easements for the installation and maintenance of television cable.

ARTICLE VIII

RIGHTS OF INSTITUTIONAL LENDERS AND PUBLIC AGENCIES

Section 1. Consents. Subject to the right of the Declarant to annex additional areas, as provided in Section 2(a) of Article II, unless fifty-one percent (51%) of the First Mortgagees and the Members, as required by this Declaration or related Association documents, or, if no provision is made for Member approval, two-thirds (2/3) of the Members have given their prior written approval, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area or other property owned by the Association. The granting of easements for public utilities or other public purpose consistent with the intended use of the Property, or in

accordance with Articles VI and VII, shall not be deemed a transfer within the meaning of this clause;

(b) Fail to maintain insurance on insurable parts of the Common Area;

(c) Use hazard insurance proceeds for other than the repair, replacement, or reconstruction of such property; or

(d) Add or amend any material provisions of this Declaration or related Association documents concerning the following:

(i) voting,

(ii) assessments, assessment liens, or subordination of such liens,

(iii) reserves for maintenance, repair, and replacement of those parts of the Common Area that may be replaced or require maintenance on a periodic basis,

(iv) insurance or fidelity bonds,

(v) responsibility for maintenance and repair of the Property,

(vi) architectural controls,

(vii) annexation or withdrawal of property to or from the Property, subject to the provisions of Article II,

(viii) leasing of Lots,

(ix) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his property,

(x) restoration or repair of the Common Areas or any improvements thereon after a hazard, damage, or partial condemnation,

(xi) termination of the Declaration after substantial destruction or condemnation occurs, and

(xii) any provisions that are for the express benefit of First Mortgagees.

An addition or amendment to this Declaration or related Association documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. A First Mortgagee who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 2. Notice and Other Rights. The Association shall maintain a file of all First Mortgagees, with a proper designation of the property in which they have an interest.

If requested, the Association shall provide to all First Mortgagees:

(a) Written notification of any default in the performance of any obligation under the Governing Documents by the Owner of a Lot which is the security for the indebtedness due the First Mortgagee, which is not cured within sixty (60) days;

(b) Written notice of any condemnation or eminent domain proceeding or other proposed acquisition by a condemning authority of any portion of the Common Area or of a Lot which is the security for the indebtedness due the First Mortgagee;

(c) Written notice, with right to attend, of all meetings of the Association;

(d) Any casualty loss that affects a material portion of the Lot that is the security for the indebtedness due the First Mortgagee; or

(e) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

Section 3. Books and Records. All Institutional Lenders who have an interest in the Property shall have the right to examine the books and records of the Association during normal business hours. The Association shall provide an audited statement for the preceding fiscal year to any Institutional Lender requesting such statement.

Section 4. Notice of Actions. The Board shall give to the First Mortgagees as may request it, expeditious notice of any civil action or liens lodged against the Association or offices of Trustees regarding their conduct in administering the affairs of the Association.

Section 5. Payment of Taxes. A First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The Mortgagee or Mortgagees making such payment shall be owed immediate reimbursement therefore from the Association.

Section 6. Approvals. As long as the Declarant and Builder have Class B membership rights, the following actions will require the prior approval of Fairfax County, Virginia: annexation of additional properties, Dedication of Common Area.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years, unless at the expiration of any such period the covenants and restrictions are expressly

terminated by an instrument signed by not less than seventy-five percent (75%) of the Class A Members, the consent of the Class B Member if it exists, and sixty-seven percent (67%) of the First Mortgagees. A termination must be approved by Fairfax County, Virginia, and be recorded in order to become effective.

Section 2. Amendment. For a period of five (5) years after the recording of this Declaration, the Declarant or Builder may make any amendment required by the Federal Mortgage Agencies or the County of Fairfax, Virginia, by the recordation of such amendment following Registered Notice to all Owners. After such five (5) year period, any amendment shall be accompanied by a document signed by not less than ninety percent (90%) of the Class A Members, the Class B Members if they exist, and evidence of the Approvals required by Article VIII. Any amendment must be recorded in order to become effective.

Section 3. Enforcement. The Association, any Member or First Mortgagee, as their interest may appear, 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 and any Supplementary Declarations. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Board of Directors shall also have the power to assess charges against any Member for any violation of the Declaration or Rules and Regulations for which the member or his family, tenants, guests, or other invitees are responsible. Before any such charges may be assessed, the Member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors. Notice of such hearing shall be hand delivered or given by

Registered Notice at least fourteen (14) days prior to the hearing. The amount of any charges so assessed shall not exceed fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature and shall be treated as an assessment against the Member's Lot pursuant to Article V hereof.

Section 4. Certain Rights of the Declarant. For such time as the Declarant or Builder shall own Lots, their rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions:

There shall be no amendments to the Founding Documents which:

- (a) Discriminate or tend to discriminate against their rights as an Owner;
- (b) Changes Article I, Definitions, in a manner which alters their rights or status;
- (c) Alters their rights under Article II as regards annexation of additional properties;
- (d) Alters the character and rights of Membership or the rights of the Declarant and Builder as set forth in Article III;
- (e) Alters previously recorded or written agreements with public or quasi-public agencies as regards easements and rights-of-way;
- (f) Denies the right to convey Common Areas to the Association;
- (g) Alters their rights as set forth in Article VI relating to design controls;
- (h) Alters the basis for assessments;
- (i) Alters the provisions of the protective covenants as set forth in Article VI;
- (j) Alters the number or selection of Directors as established in the By-Laws; or
- (k) Alters the Declarant's or Builder's rights as they appear under this Article.

Section 5. Management Contracts. Until such time as the Class B membership expires, the Declarant and Builder shall have the right to enter into professional management contracts for the management of the Property; provided however, that such contracts shall not be for more than one (1) year, and once the Declarant and Builder lose their Class B membership status, the Association shall have the right to terminate such contracts, with or without cause, upon ninety (90) days written notice given to the other party.

Section 6. Limitations. As long as the Declarant and Builder have an interest in developing the Property as defined in Article I, hereof, the Association may not use its financial resources to defray any costs of opposing the development activities so long as they remain consistent with the general intents of the Development Plan for the Crossfields Section Two Community. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then any Supplementary Declarations, then the Bylaws, then the Book of Resolutions; except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 9. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall

be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a Common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE X

DISSOLUTION OF THE ASSOCIATION

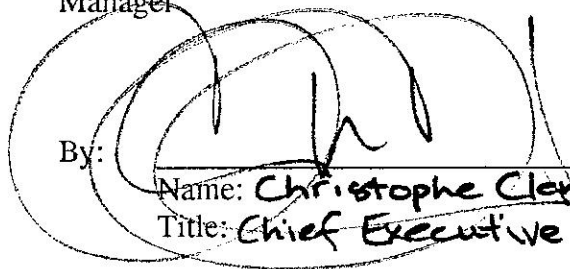
The Association may be dissolved at a duly held meeting at which a quorum is present upon the vote of not less than seventy-five percent (75%) of the Class A Members, together with consent of the Class B Members, if it exists, and sixty-seven percent (67%) of the First Mortgagees. Prior to dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for dedication to Fairfax County, Virginia. In the event that such dedication is refused acceptance upon dissolution, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to similar purposes.

IN WITNESS WHEREOF, the Declarant, Comstock Crossfields II, L.C., a Virginia limited liability company, and the Association, Crossfields II Homeowners Association, a Virginia non-stock corporation, execute this Declaration to bind themselves to the terms and conditions provided herein, and have caused these presents to be duly executed this 2nd day of APRIL, 1997.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

COMSTOCK CROSSFIELDS II, L.C.
a Virginia limited liability company

By: COMSTOCK HOLDING COMPANY, INC.
Manager

By: 
Name: Christopher Clemente
Title: Chief Executive Officer

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

I, the undersigned Notary Public, in and for the State and County aforesaid, do hereby certify that Christopher Clemente, in his/her official capacity as Chief Executive Officer of Comstock Holding Company, Inc., manager of Comstock Crossfields II, L.C., a Virginia limited liability company, whose name is signed to the foregoing Declaration of Covenants, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 2nd day of April, 1997.


NOTARY PUBLIC

My commission expires:
11-30-2000

CROSSFIELDS II HOMEOWNERS ASSOCIATION, INC.
a Virginia non-stock corporation

By: Beverly Argenbright
Name: BEVERLY ARGENBRIGHT
Title: PRESIDENT

STATE OF VIRGINIA,

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the State and County aforesaid, do hereby certify that Beverly Argenbright, in his/her official capacity as President of Crossfields II Homeowners Association, Inc., a Virginia non-stock corporation, whose name is signed to the foregoing Declaration of Covenants, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 2nd day of April, 1997.

Kelly J. Wiche
NOTARY PUBLIC

My commission expires:
11-30-2000

JUN 17 97
RECORDED FAIRFAX CO VA 34 of 34
WICHE: [Signature]
CLERK