

DATE: 12-11-95

TOTAL AREA: 177,892 S.F. OR 4.0838 AC.  
 STREET DEDICATION: 12,164 S.F. OF 0.2793 AC.  
 OUTLOT "A" : 71,183 S.F. OR 1.6341 AC.  
 (OPEN SPACE: 40%)  
 AREA OF LOTS: 94,544 S.F. OR 2.1704 AC.  
 NO. OF LOTS: 5  
 ZONE: PDH-2  
 DENSITY: 1.22 DU/AC

**THIS APPROVAL IS NOT A  
 COMMITMENT TO PROVIDE  
 PUBLIC SANITARY SEWER**

**SURVEYOR'S CERTIFICATE**

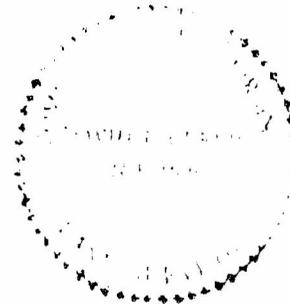
I, DAVID T. CURRIN, A DULY AUTHORIZED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE PARCELS OF LAND DELINEATED HEREON; THAT THE INFORMATION SHOWN HEREON IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND EXPERIENCE; THAT IT IS THE SAME LAND AS CONVEYED TO DAKOTA DEVELOPMENT INC. IN DEED BOOK 9482 AT PAGE 728 AS RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA; THAT THIS SUBDIVISION IS WITHIN THE BOUNDARIES THEREOF; AND THAT IRON PIPE SHOWN THUSLY WILL BE SET IN ACCORDANCE WITH THE FAIRFAX COUNTY SUBDIVISION ORDINANCE.

CERTIFIED CORRECT:

12/11/95

*D.T.C.*

DAVID T. CURRIN C.L.S. 1998



**SOILS NOTE:**

ENGINEERING HAS BEEN REVIEWED AND ENVIRONMENTAL AS DESCRIBED HEREON. THE DEPARTMENT'S CONDITIONS ARE A OR FOUNDATION FOR SUBMITTAL OF SOIL REPORT IS AVAILABLE ENVIRONMENTAL

BK 9689 0268

N09547

BK 9689 0269

**CURVE DATA**

CURVE	RADIUS	TANGENT	LENGTH	DELTA	CHORD	CH.BEARING
1	25.00'	16.85'	29.66	67°58'32"	27.95'	N 74°14'17"E
2	55.00'	∞	238.04'	247°58'32"	91.21'	N 15°45'43"W
2A	55.00'	129.34'	128.56'	133°55'38"	101.23'	N 41°15'44"E
2B	55.00'	3.05'	6.09'	6°20'22"	6.08'	N 28°52'16"W
2C	55.00'	3.01'	6.01'	6°15'46"	6.01'	N 35°10'20"W
2D	55.00'	3.01'	6.01'	6°15'46"	6.01'	N 41°26'07"W
2E	55.00'	60.21'	91.37'	95°11'00"	81.22'	S 87°50'30"W
3	86.00'	19.80'	38.92'	25°55'35"	38.58'	N 38°43'59"E
4	80.00'	18.42'	36.20'	25°55'35"	35.89'	N 38°43'59"E
5	74.00'	10.47'	20.80'	16°06'27"	20.73'	N 43°38'33"E
6	98.00'	22.56'	44.35'	25°55'35"	43.37'	N 38°43'59"E
7	19.00'	10.67'	19.45'	58°39'03"	18.61'	N 55°05'43"E
8	39.00'	17.92'	33.59'	49°20'57"	32.56'	N 70°54'17"W
9	19.00'	13.80'	23.88'	72°00'00"	22.34'	S 10°13'49"E
10	68.00'	15.65'	30.77'	25°55'35"	30.51'	S 38°43'59"W

**INGRESS-EGRESS EASEMENT**

COURSE	BEARING	DISTANCE
L1	N 51°41'46"E	72.71'
L2	N 25°46'11"E	7.96'
L3	N 84°25'14"E	14.00'
L4	N 05°34'46"W	24.00'
L5	S 84°25'14"W	14.00'
L6	N 46°13'49"W	6.00'
L7	S 43°46'11"W	24.00'
L8	S 46°13'49"E	6.00'
L9	S 51°41'46"W	71.00'

**AREA TABULATIONS:**

TOTAL AREA: 177,892 S.F. OR 4.0838 AC.

STREET DEDICATION: 12,164 S.F. OF 0.2793 AC.

71,197 S.F. OR 1.6341 AC.

**FINAL PLAT**

RECOMMENDED FOR APPROVAL  
FAIRFAX COUNTY  
SITE REVIEW BRANCH CHIEF

4/25/96 By [Signature]  
DATE: \_\_\_\_\_ HIS AGENT:

**APPROVED**

FOR BOARD OF SUPERVISORS  
FAIRFAX COUNTY, VIRGINIA

4/30/96 [Signature]  
DATE: \_\_\_\_\_ Director Environmental Management

APPROVAL VOID IF PLAT IS NOT  
OFFERED FOR RECORD ON OR  
BEFORE \_\_\_\_\_

**APPROVED**

COUNTY OF FAIRFAX  
DIVISION OF DESIGN REVIEW  
SITE REVIEW BRANCH

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

**APPROVED**

COUNTY OF FAIRFAX  
DIVISION OF DESIGN REVIEW  
SANITARY SEWER SECTION

BY: J. T. Fecteau  
DATE: 12-19-95

**THIS APPROVAL IS NOT A**

# FINAL PLAT

RECOMMENDED FOR APPROVAL  
FAIRFAX COUNTY  
SITE REVIEW BRANCH CHIEF

4/25/96 By [Signature]  
DATE: \_\_\_\_\_ VIS AGENT: \_\_\_\_\_

## APPROVED

FOR BOARD OF SUPERVISORS  
FAIRFAX COUNTY, VIRGINIA

4/30/96 By [Signature]  
DATE: \_\_\_\_\_ Director Environmental Management

APPROVAL VOID IF PLAT IS NOT  
OFFERED FOR RECORD ON OR  
BEFORE \_\_\_\_\_

## APPROVED

COUNTY OF FAIRFAX  
DIVISION OF DESIGN REVIEW  
SITE REVIEW BRANCH

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

## APPROVED

COUNTY OF FAIRFAX  
DIVISION OF DESIGN REVIEW  
SANITARY SEWER SECTION

BY: J. P. Fecteau  
DATE: 12-19-95

## APPROVED

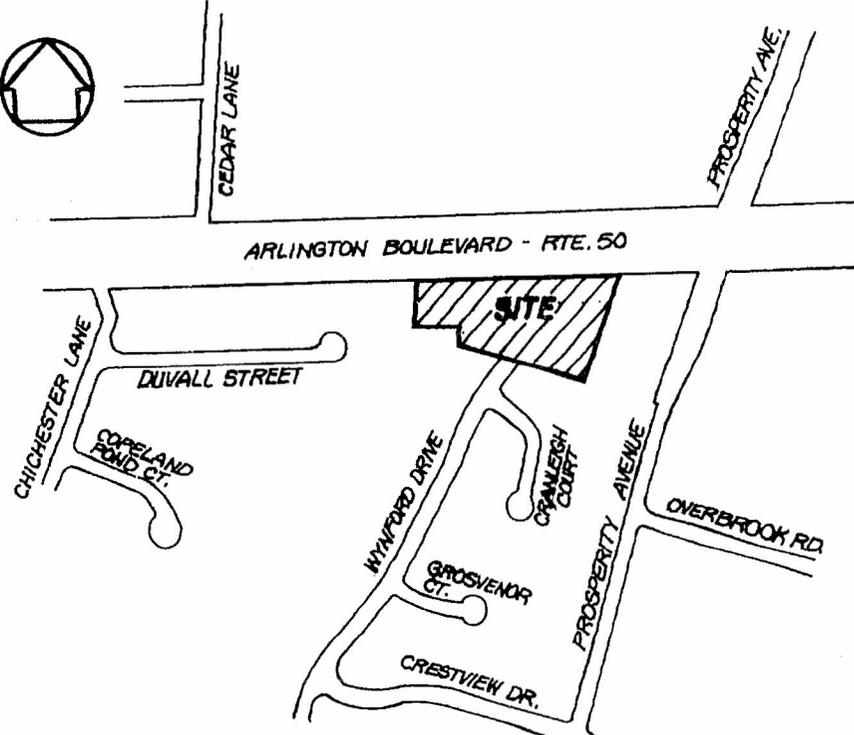
COUNTY OF FAIRFAX  
DIVISION OF INSPECTION SERVICES  
PERMIT BRANCH  
SITE PERMIT SECTION  
STREET ADDRESS FUNCTION

By [Signature]  
Date 12/20/96

DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT  
DIVISION OF DESIGN REVIEW  
FAIRFAX, VIRGINIA

All street locations and / or easements  
conform to the requirements of this  
office and the necessary agreements  
or bonds have been received

By [Signature] Date 1-11-96  
4-27-96



### VICINITY MAP

SCALE: 1" = 500'

### NOTES:

1. TAX MAP NO. 49-3-((1))-17 & 18.
2. ZONE: PDH-2 ( RZ 94-P-030)
3. NO DIRECT ACCESS TO ARLINGTON BLVD. - ROUTE H50 WILL BE PERMITTED FOR LOTS 3 & 4.
4. NO BUILDING PERMIT WILL BE ISSUED FOR OUTLOT "A" AS THE SAME DOES NOT MEET THE REQUIREMENTS OF THE CURRENT FAIRFAX COUNTY SUBDIVISION AND ZONING REQUIREMENTS.
5. NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS BE MADE IN THE FLOOD PLAIN EASEMENT WITHOUT SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.
6. 25' SAN. SEW. AND 15' F.C.W.A. EASEMENTS ON OUTLOT "A" ARE SHOWN IN DB 648; PG 1125, NO RECORDATION PROOF IS AVAILABLE FROM FAIRFAX COUNTY LAND RECORDS PURSUANT TO A TITLE

BK 9689 0270

DATE: 12-19-95

or bonds have been received

By J. W. Skellern Date 12-11-95  
J. W. Skellern 4-27-90

6. 25' SAN. SEW. AND 15' F.C.W.A. EASEMENTS ON OUTLOT "A" ARE SHOWN IN DB 8148; FS 1125, NO RECORDATION PROOF IS AVAILABLE FROM FAIRFAX COUNTY LAND RECORDS PURSUANT TO A TITLE REPORT FOR THESE PROPERTIES. EASEMENTS SHOWN ON SHEET 2 OF 2 ARE HEREBY GRANTED.

**THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER**

**APPROVED  
FAIRFAX COUNTY  
HEALTH DEPARTMENT**

DATE HEALTH OFFICIAL

**WETLANDS CERTIFICATION**

I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.

Reid M. Dooley  
SIGNATURE:

Reid Dooley  
OWNER / DEVELOPER:

AGENT / ENGINEER  
TITLE:

**SOILS NOTE:**

ENGINEERING GEOLOGY AND/OR SOILS REPORTS HAVE BEEN REVIEWED AND APPROVED BY THE DIRECTOR OF ENVIRONMENTAL MANAGEMENT FOR THE PROPERTY DESCRIBED HEREIN AND ARE AVAILABLE FOR REVIEW AT THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT. SITE CONDITIONS ARE OF SUCH A NATURE THAT LAND SLIPPAGE OR FOUNDATION PROBLEM POSSIBILITIES REQUIRED THE SUBMITTAL OF SOIL REPORTS. A COPY OF SAID SOIL REPORT IS AVAILABLE IN THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

I HEREBY CERTIFY THAT THE INFORMATION CONVEYED TO FAIRFAX COUNTY, VIRGINIA, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**RECORD PLAT  
WYNFORD ESTATES**

PROVIDENCE DISTRICT  
FAIRFAX COUNTY, VIRGINIA

SCALE: 1" = 40' DATE: 12-11-1995

SHEET 1 OF 2

**RUNYON, DUDLEY, ASSOCIATES, INC.**

ENGINEERING - SURVEYING - PLANNING  
10650 MAIN STREET - SUITE #301 FAIRFAX, VA 22030  
PHONE: (703) 591-4606 - FAX: (703) 591-3982.

F-1549 RP

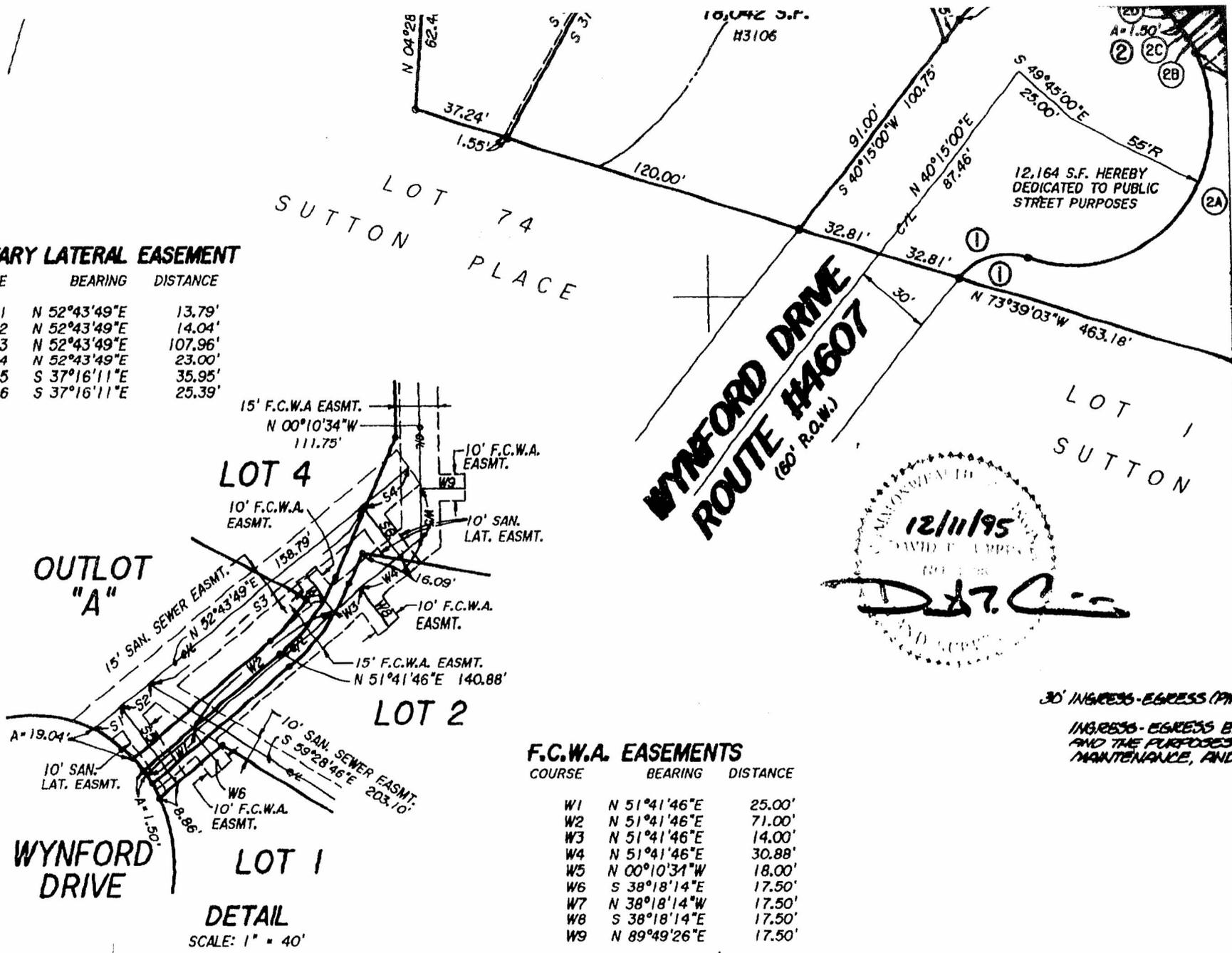
SJC BK 9689 0271

10-RP-01  
905-RP-1506

BK 9689 0272

**SANITARY LATERAL EASEMENT**

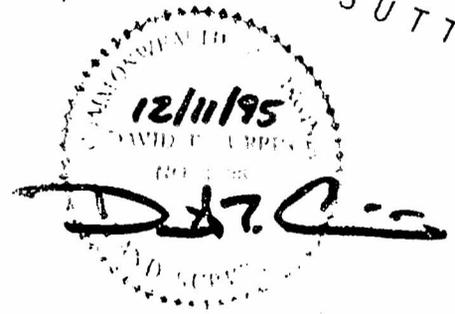
COURSE	BEARING	DISTANCE
S1	N 52°43'49"E	13.79'
S2	N 52°43'49"E	14.04'
S3	N 52°43'49"E	107.96'
S4	N 52°43'49"E	23.00'
S5	S 37°16'11"E	35.95'
S6	S 37°16'11"E	25.39'



**F.C.W.A. EASEMENTS**

COURSE	BEARING	DISTANCE
W1	N 51°41'46"E	25.00'
W2	N 51°41'46"E	71.00'
W3	N 51°41'46"E	14.00'
W4	N 51°41'46"E	30.88'
W5	N 00°10'34"W	18.00'
W6	S 38°18'14"E	17.50'
W7	N 38°18'14"W	17.50'
W8	S 38°18'14"E	17.50'
W9	N 89°49'26"E	17.50'

DETAIL  
SCALE: 1" = 40'



30' INGRESS-EGRESS (P/M)  
INGRESS-EGRESS BY  
AND THE PURPOSES  
MAINTENANCE, AND

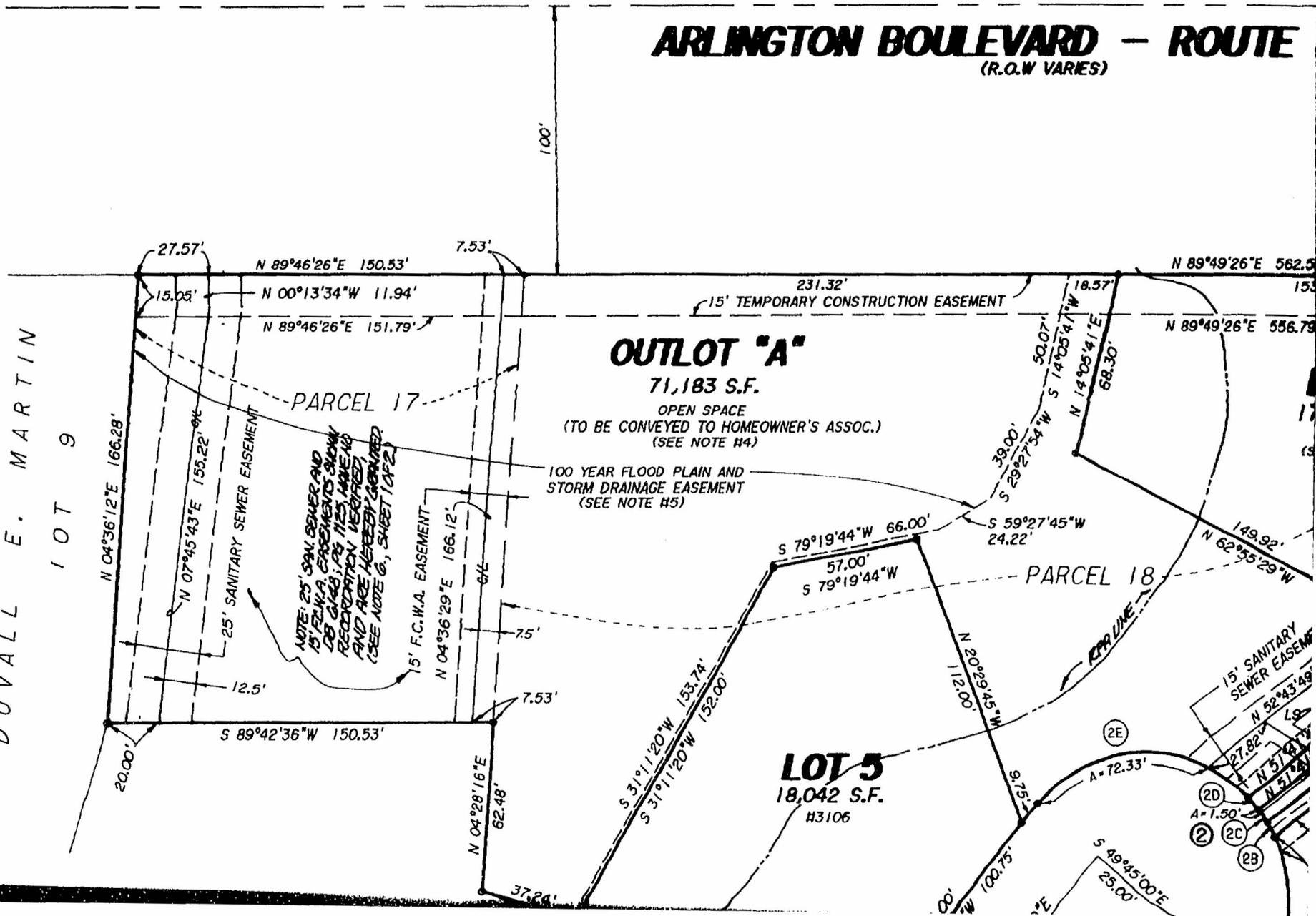
BK 9689 0273

DUVALL E. MARTIN

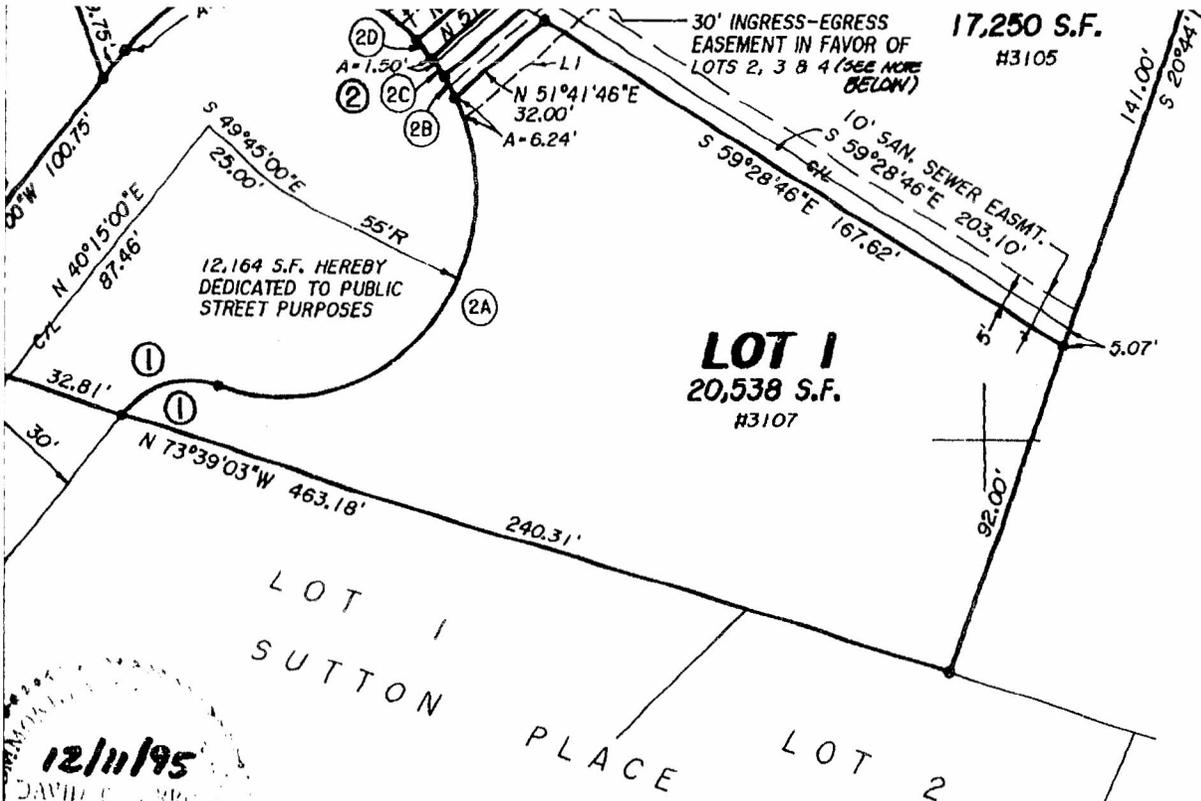
LOT 9

# ARLINGTON BOULEVARD - ROUTE

(R.O.W VARIES)







DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
 Division of Design Review  
 Fairfax, Virginia

All street front and right-of-way easements conform to the requirements of the Code and the necessary requirements of the Code as set forth herein.

By *Jean Sherr* 1-11-96  
 4-24-92

*Handwritten notes and signatures in a rectangular box.*

12/11/95  
 DAVID C. ...  
*Handwritten signature: D.C.*

30' INGRESS-EGRESS (PIPESTEM) NOTE:  
 INGRESS-EGRESS EASEMENT FOR LOT ACCESS,  
 AND THE PURPOSES OF COUNTY EMERGENCY,  
 MAINTENANCE, AND POLICE VEHICLES.

RECORD PLAT  
**WYNFORD ESTATES**  
 PROVIDENCE DISTRICT  
 FAIRFAX COUNTY, VIRGINIA

SCALE: 1" = 40'      DATE: 12-11-1985  
 SHEET 2 OF 2

**RUNYON, DUDLEY, ASSOCIATES, INC.**  
 ENGINEERING - SURVEYING - PLANNING  
 10650 MAIN STREET - SUITE #301 FAIRFAX, VA 22030  
 PHONE: (703) 591-4606 - FAX: (703) 591-3982.

F-1549 RP

BK 9689 0275

LLR:WYNST01.DEC  
(02/08/96 10:17am)

DECLARATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 8<sup>th</sup> day of February, 1996, by DAKOTA DEVELOPMENT, INC., a Virginia corporation, as Grantor (hereinafter referred to as "Declarant" or "Original Declarant") and WYNFORD ESTATES HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation, as Grantor (hereinafter referred to as the "Association").

W I T N E S S E T H :

WHEREAS Declarant is the owner of certain property containing approximately 2.1704 acres located in the Providence Magisterial District, Fairfax County, Virginia, as more particularly described on the plat attached to the Deed of Subdivision, Deed of Dedication, Deed of Conveyance, Deed of Easement, Easement Agreement and Release recorded immediately prior hereto, hereinafter sometimes referred to as the "Lots"; and

WHEREAS the Association is the owner of certain property containing approximately 1.6341 acres located in the Providence Magisterial District, Fairfax County, Virginia, more particularly described as Outlot "A", Wynford Estates, on the plat attached to the Deed of Subdivision, Deed of Dedication, Deed of Conveyance, Deed of Easement, Easement Agreement and Release recorded immediately prior hereto, hereinafter referred to as Outlot "A"; and

WHEREAS the Lots and Outlot "A", containing in the aggregate 3.8045 acres, are hereinafter sometimes referred to collectively as the "Property"; and

WHEREAS Declarant desires to create on said Property a residential community with permanent open spaces and other common facilities for the benefit of said community and to provide for the preservation of the values and amenities of said community, and such other areas as may be subjected to this Declaration by Declarant, and for the maintenance of said open spaces and other facilities and, to this end, desires to subject the Property as hereinabove described to the covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth, it being intended that the easements, covenants, restrictions, and conditions shall run with said Property and shall be binding on all persons and entities having or acquiring any right, title, or interest in said Property or any part thereof, and shall inure to the benefit of each other thereof; and

WHEREAS Declarant has deemed it desirable for the efficient preservation of the values and amenities of said community to create an association which shall be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS Declarant has caused to be incorporated under the laws of the Commonwealth of Virginia, as a non-stock, not-for-profit corporation, the Association for the purposes of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that the real property known as Lots One (1) through Five (5), inclusive, and Outlot "A", Wynford Estates, and more particularly described on the plat attached to the Deed of Subdivision, Deed of Dedication, Deed of Conveyance, Deed of Easement, Easement Agreement and Release recorded immediately prior hereto, shall be held, transferred, sold, conveyed, and occupied subject to the covenants,

Return to: Mackoff & MacBell  
(Box 73)

BK 9689 0276

restrictions, easements, conditions, charges and liens (hereinafter referred to as "Covenants and Restrictions") hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or 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 Wynford Estates Homeowners Association, its successors and assigns.

Section 2. "Builder" shall mean any person or entity which acquires a Parcel or Lot(s) for the purpose of improving such Parcel or Lot(s) and reselling Lots to Owners, and shall include contract sellers, however excluding those who hold any interest merely as security for the performance of an obligation and excluding the Declarant.

Section 3. "Common Area" means, at any given time, all real property with appurtenances thereto owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of the Members of the Association.

Section 4. "Original Declarant" shall mean and refer to Dakota Development, Inc., a Virginia corporation, and developer of the Property. The Original Declarant shall cease to exist and shall be relieved of all rights, liabilities, or responsibilities under this Declaration when it is no longer an Owner of any Lot or Parcel within the Property or earlier as otherwise specified in this Declaration.

Section 5. "Successor Declarant" shall mean and refer to the Original Declarant's successor(s) or assignee(s) pursuant to Article IX, Section 4 herein who have acquired one or more Parcel(s) or Lot(s) for the purpose of development, except for Class A Builder Members or the Association. If the Successor Declarant consists of more than one person or entity, the rights and obligations of the Successor Declarant(s) shall be several and shall be based upon and proportioned in accordance with the number of votes to which each Successor Declarant is entitled pursuant to Article III, Section 2 herein.

Section 6. "Declarant" shall herein collectively mean and refer to the Original Declarant and or any Successor Declarant.

Section 7. " Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property, with the exception of the Common Area and areas dedicated as public streets.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 10. "Mortgagee", as used herein, means the holder of any recorded Mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a Mortgage with priority over other Mortgages. As used in this Declaration, the term "Mortgagee" shall mean any Mortgagee and shall not be limited to Institutional Mortgagees. As used in this Declaration, the term "Institutional Mortgagee" or "Institutional Holder" shall include Mortgagees which are banks, trust companies, insurance companies, mortgage insurance

companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration the terms "Holder" and "Mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel and/or Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Parcel" shall mean a portion of the Property or additions thereto within which it is contemplated that one or more Lots and Common Areas, if any, are to be created by one or more recorded subdivision plats.

Section 13. "Property" shall mean and refer to that certain real property containing 3.8045 acres, as hereinabove defined, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, in accordance with the terms of this Declaration.

## ARTICLE II

### SUBJECT PROPERTY

Section 1. Property Subject to Declaration; Additions. The Property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Fairfax County, Commonwealth of Virginia, and is more particularly described as Lots 1 through 5, inclusive, and Outlot "A", Wynford Estates, on the plat which is attached to the Deed of Subdivision, Deed of Dedication, Deed of Conveyance, Deed of Easement, Easement Agreement and Release (the "Deed") recorded immediately prior hereto, to which Deed this Declaration is specifically made a part. Adjacent real property may be annexed by the Declarant to the above-described Property without the consent of the Class A Builder and Non-Builder Members of the Association, if any, within seven (7) years from the recording of the last subdivision plat for the Property or any additions, or as permitted by law. Any annexations made pursuant to this Article, or otherwise, shall be made by recording a deed of dedication among the Land Records for Fairfax County, Virginia, which deed of dedication shall extend the scheme of this Declaration of Covenants and Restrictions to such annexed real property. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the consent of the Original Declarant, so long as the Original Declarant is the owner of any Lot or Parcel within the Property, which consent may be withheld for any reason whatsoever.

Section 2. Reservation of Declarant Rights. The Declarant hereby also reserves the following rights without the consent of any other Builder, Owner or the Association:

(a) to subdivide the Property into one or more Parcels and Lots and Common Area, and convey such Parcels and Lots to one or more Builders or Owners and such Common Area to the Association;

(b) to dedicate any and all roads for public street purposes and to create, grant and convey any and all easements, rights of way, and licenses over and across the Property as the same are required or necessary to be created, granted and conveyed and/or as deemed appropriate for the overall development of the community by the Declarant;

(c) to amend any site plan, subdivision plat or the Deed for the Property or portion thereof after first obtaining the prior approval of the appropriate authorities of Fairfax County, Virginia and any applicable Federal agencies, as applicable; and

(d) to modify or alter the size, number and location of the Common Areas and Lots, as well as the improvements thereon, as it deems necessary or desirable in conjunction with development of the Property in accordance with all applicable subdivision and zoning ordinances. Without limiting the generality of the foregoing, the Declarant reserves the right, in accordance with all applicable subdivision and zoning ordinances, to resubdivide all or any portions of the Property, to convey additional Common Areas, to construct improvements on the Common Areas, to reacquire Common Areas and to take any other action with respect to the Common Areas and the Lots.

Section 3. Reservation of Builder Rights. Each Builder shall have the right, without the consent of any other Builder or Owner, however with the consent of the Declarant, which may be withheld for any reason:

(a) to subdivide the Parcel owned by such Builder into more than one Lot and Common Area and convey such Lots to Owners and such Common Area to the Association;

(b) to dedicate any and all roads for public street purposes and to create, grant and convey any and all easements, rights of way and licenses over and across the Parcel owned by the Builder as the same are required to be created, granted and conveyed under the site plan for the Parcel as approved by the appropriate authorities of Fairfax County, Virginia; and

(c) to amend any site plan, subdivision plat or the Deed for the Parcel owned by the Builder after first obtaining the prior approval of the appropriate authorities of Fairfax County, Virginia and any applicable Federal agencies.

### ARTICLE III

#### MEMBERSHIP

Section 1. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot or Parcel which is subject by covenants of record to assessment by the Association, including contract sellers and the owners of single family detached Dwellings or Lots, 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 or less than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. The Association shall have the following classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Class B Members. Each Class A Member who is not also a Builder ("Class A Non-Builder Member") shall be entitled to one (1) vote for each Lot owned; each Class A Member who is also a Builder ("Class A Builder Member") shall be entitled to one (1) vote for each Lot contained (by reference to a recorded subdivision plat) or to be contained (by reference to the final site plan) within any Parcel owned by the Builder at the time of the vote. When more than one Class A Member holds such interest in any Lot, all such persons shall be members; the vote for such Lot may be exercised as they among themselves

determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot, as described in the above paragraph, in which it holds the interest required for membership; provided, however, the Class B membership and the Class A Builder membership shall cease and be converted to Class A Non-Builder membership on the happening of either of the following events, whichever occurs first:

(1) When the total votes outstanding in the Class A Non-Builder membership equals the total votes outstanding in the Class A Builder membership and the Class B membership, if any, or

(2) December 31, 2003; provided, further, that

In the event of annexation of additional properties, Class B and Class A Builder memberships shall continue or be revived with respect to those Lots contained in the annexed property; provided, further, that these Class B and Class A Builder memberships shall cease and be converted to Class A Non-Builder membership on the happening of either of the following events, whichever occurs first:

(1) When the total votes outstanding in the Class A Non-Builder membership in the annexed property equals the total votes outstanding in the Class A Builder and Class B memberships in such annexed property, or

(2) Seven (7) years from the date of recordation of the deed of dedication for such annexed property.

Only Members of the Association shall have the right to vote for the election of Directors at the annual meeting of the Association called for that purpose.

#### ARTICLE IV

##### PROPERTY RIGHTS

Section 1. Member's Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the fee title to every Lot subject to the following:

(a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of four-fifths (4/5) of the votes of each class of the then Members of the Association, voting separately, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to mortgage any of the Common Areas; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

(c) the right of the Association to adopt reasonable rules respecting use of the Common Areas to reasonably limit the number of guests of Members to the use of any facilities which are developed upon the Property; and

(d) the right of the Association to suspend the voting rights and the rights to use of the Common Areas including specifically the recreational facilities, if any, for any period during which any assessment remains unpaid and for any period not

to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association; and

(e) the right of the Association, to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility or to the Declarant for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members, and further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the votes of each class of the present and voting Members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the Members duly called for such purpose; and

(f) the right of the Association, acting through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant, a Builder or any other person; provided, however, that no such licenses, rights of way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas; and

(g) the right of the Association to enter into agreements whereby the Association acquires leaseholds, membership or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the Members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association; and

(h) the right of the Association, at any time or times, consistent with the then existing zoning ordinances of Fairfax County, and pursuant to a recorded subdivision or resubdivision plat, to transfer part of the Common Area to the Declarant or a Builder for the purpose of adjusting Parcel and/or Lot lines or otherwise in connection with the orderly resubdivision, subdivision and/or development of the Property, provided that: (1) such transfer shall not reduce the portion of the Property, and subdivided additions thereto, designated as "open space" below the minimum level of "open space" required by Fairfax County in the process of subdividing or resubdividing the Property at the time of the transfer, and (2) if additional open space is required by ordinance, the Declarant or Builder, as applicable, shall transfer to the Association as "open space" such portion of the Property or an addition thereto as is necessary to maintain the total acreage designated as "open space" at the required level.

Section 2. Delegation of Right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Areas to the members of his family who reside permanently with him and to his tenants, contract purchasers and guests, all subject to such reasonable rules and regulations as the Association may adopt and uniformly apply and enforce.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Annual Maintenance Assessments. The Declarant hereby covenants and each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee Owner of a Lot within the Property, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association annual maintenance

assessments as hereinafter defined, in advance, in monthly installments equal to one-twelfth (1/12) of the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses (herein elsewhere sometimes referred to as "Annual Maintenance Assessments"), including but in no way limited to the following:

(a) the cost of all operating expenses of the Common Areas and the services furnished to or in connection with the Common Areas and community facilities, including charges by the Association for any services furnished by it; and

(b) the cost of necessary management and administration of the Common Areas, including fees paid to any Management Agent as defined in Article VII; and

(c) the amount of all taxes and assessments levied against the Common Areas; and

(d) the cost of hazard and liability insurance on the Common Areas, if required, and the cost of such other insurance as the Association may effect with respect to the Common Areas; and

(e) the cost of utilities and other services which may be provided by the Association, whether for the Common Areas or for the Lots, or both, including street lights, if any, and snow removal on private streets, if any; and

(f) the cost of maintaining, replacing, repairing, preserving and landscaping the Common Areas, including, without limitation, maintenance of any storm water detention ponds or the like located upon the Common Areas and the cost of the maintenance of all streets, street lights, pathways, entry facilities and lighting, and any retaining walls upon the Property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) the cost of private trash removal, if provided, for all Lots and Common Areas; and

(h) the cost of funding any and all reserves established by the Association, including a general operating reserve and a reserve for replacements; and

(i) the cost of any leasehold, membership or other possessory or use interests in real or personal property arranged by the Association for the purpose of promoting the enjoyment, recreation or welfare of the Members of the Association; and

(j) such other costs and expenses as may be determined by the Board of Directors in order to promote the recreation, health and welfare of the residents in the Property and the improvements and maintenance of the Common Area.

The Board of Directors shall determine the amount of the Annual Maintenance Assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of Annual Maintenance Assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided. Any Member may prepay one or more installments on any Annual Maintenance Assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of, an annual operating budget for the Association which shall provide, without limitation, for the management, operation and maintenance of the Common Areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the Annual Maintenance Assessment against each Lot for each assessment

period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and the Annual Maintenance Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the Annual Maintenance Assessments shall thereupon be sent to the Members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the Annual Maintenance Assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Member from the obligation to pay the Annual Maintenance Assessment, or any installment thereof, for that or any subsequent assessment period, but the Annual Maintenance Assessment fixed for the preceding period shall remain in effect until a new Annual Maintenance Assessment is fixed. No Member may exempt himself from liability for the Annual Maintenance Assessments by abandonment of any Lot belonging to him or by the abandonment of his right to the use and enjoyment of the Common Areas.

Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the Dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas. The Owner of any Lot shall, at his own expense, maintain his Lot and Dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times. In the event any Owner shall fail to maintain his Lot, Dwelling and/or appurtenances thereto, as aforesaid, the Association shall have the right, after first having given thirty (30) days notice of its intent to exercise this right to the Owner, to make the necessary repairs and/or maintenance to the Lot, Dwelling and/or appurtenances thereto, and to charge the cost of such repairs to the Owner, which amount shall be due and payable to the Association as an additional assessment hereunder.

#### Section 2. Special Maintenance Assessments.

(a) At settlement on the sale of any Lot with a house thereon for which a certificate of occupancy has been issued, the purchaser of such Lot shall pay to the Association a one-time assessment in the amount of Twenty Six Dollars (\$26.00) ("One-Time Owners Assessment"). All assessments received by the Association pursuant to this Article V, Section 2(a) shall be used to establish a working capital fund for the Association.

(b) In addition to the Annual Maintenance Assessments and the One-Time Owners Assessment authorized by this Article, the Association may levy in any Assessment year a special maintenance assessment or assessments ("Special Maintenance Assessment"), applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming a part of the Common Areas, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided that any such Special Maintenance Assessment shall have the assent of the votes of four-fifths (4/5) of each class of the then Members of the Association. A meeting of the Members shall be duly called for this purpose, after no less than fifteen (15) nor more than sixty (60) days' notice of such meeting to all Members.

Section 3. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common

expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any State or by any agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Areas may be expended only for the purpose of effecting the replacement of the Common Areas, major repairs to any sidewalks, parking areas, streets, or roadways developed as a part of the Subject Property, equipment replacement, and for start-up expenses and operating contingencies of a nonrecurring nature relating to the Common Areas. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of the Member's Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 4. Annual Maintenance Assessments. The initial maximum Annual Maintenance Assessment for each of the Lots to which Class A Non-Builder membership is appurtenant shall not exceed the sum of One Hundred Fifty Seven Dollars and Twenty Cents (\$157.20) per Lot per annum. The Annual Maintenance Assessment shall be levied at a uniform rate for each Lot to which Class A Non-Builder membership is appurtenant.

At the earlier of the conveyance of the first Lot (i) to a Class A Builder, or (ii) to any other person or entity (other than a person or entity related to the Declarant), the Declarant shall pay to the Association a one-time assessment equal to the product of Twenty Six Dollars (\$26.00) multiplied by the number of Lots then subject to the Declaration. The Declarant shall have no obligation to pay any Annual Maintenance Assessment on any Lot which it owns. At the time the Declarant conveys a Lot or Lots to a Builder, such Builder shall pay to the Association a one-time assessment equal to Twenty Six Dollars (\$26.00) for each Lot thereby conveyed by the Declarant to such Builder. Said Declarant's and Class A Builder Member's one-time assessment shall also apply to any additional property, upon any subsequent annexation pursuant to Article II, Section 1, with respect to the Common Area contained in the property so annexed. No Class A Builder Member shall have any obligation to pay any Annual Maintenance Assessment on any Lot which the Class A Builder Member owns. In consideration of the Declarant's and the Class A Builder Member's exemptions from the full Annual Maintenance Assessments, the Declarant and the Class A Builder Member hereby covenant and agree to fund all budget deficits, if any, with respect to the Association's obligations to maintain the Common Area to the extent such maintenance costs and/or budget deficits are not covered by the Annual Maintenance Assessments (including the Declarant's one-time assessment referenced above) collected, until such time as there are no longer any Class B Members and Class A Builder Members. If there is more than one Class A Builder Member or Class B Member, in the Association, each Class A Builder Member's and Class B Member's liability for assessments described in the prior sentence shall be limited to that percentage of the total required assessments derived by dividing the total number of Lots acquired by the Class A Builder Member or the Class B Member, as the case may be, through the applicable year-end by the total number of Lots acquired by all Class A Builder Members and Class B Members through the applicable year-end. Upon the occupancy of any house located on a Lot subjected to Class A Builder or Class B Member membership, such Lot shall be subjected to full assessment obligations.

Section 5. Increase in Maximum Annual Maintenance Assessment.

(a) 1. From and after January 1 of the year following the commencement of assessments, the maximum Annual Maintenance Assessment, set forth above or in amendments to the Declaration shall increase the greater of:

(i) five percent (5%); or

(ii) the increase in the U.S. Department of Labor Consumer Price Index - All Urban Consumers (1967=100) during the last twelve month period for which figures are available at the date when the Board adopts the budget; and the proportionate amount by which any real estate taxes and casualty and other insurance premiums payable by the Association have increased over amounts payable the previous fiscal year. Wherever in the Association Documents the U.S. Department of Labor Consumer Price Index - All Urban Consumers (1967)=100) is used, if such index ceases to incorporate a significant number of items now incorporated therein, ceases to reflect the increases in expenses of the Association, or if a substantial change is made in the method of establishing such index, then such other reliable governmental or other nonpartisan index designated by the Board of Directors shall be used.

The Board of Directors may determine not to increase the maximum assessment set forth in the Declaration and amendments thereto to the full extent of the automatic increase provided by this subsection. In such case, the Board of Directors may determine to increase the maximum assessment by any lesser amount.

2. The Board of Directors may determine to set the actual assessment at an amount less than the applicable maximum for any fiscal year.

(b) From and after January 1 of the year following the commencement of annual assessments, the maximum Annual Maintenance Assessments may be increased above that established by the preceding paragraph by a vote of the Members, as hereinafter provided, for the next succeeding year, and, thereafter, at the end of such year, for each succeeding year. Any change made pursuant to this Paragraph shall have the assent of four-fifths (4/5) of the votes of each class of the then Members of the Association. A meeting of the Members shall be duly called for this purpose.

Section 6. Non-Payment of Assessments - Memorandum of Lien for Assessments.

Any assessment levied pursuant to this Declaration, and any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied. The due date for each assessment shall be the first day of each month (or the first day of each assessment period, if assessments are paid on other than a monthly basis). Upon notice of such delinquency, the Association may declare the entire balance of such Annual or Special Maintenance Assessment due and payable in full and may file a Memorandum of Lien or similar instrument among the land records or other appropriate office, recording the Association's continuing contractual lien against the Owner's Lot for Assessments.

The lien evidenced hereby shall bind the Lot or Lots herein described in the hands of the then Owner thereof, his heirs, devisees, personal representatives, and the personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained

without establishing, perfecting, foreclosing or waiving the lien provided for herein to secure the same.

No suit or other proceeding may be brought to enforce or foreclose the lien except after ten (10) days' written notice to the Member, given by Registered or Certified Mail - Return Receipt Requested, postage prepaid, to the address of the Member shown on the roster of Members maintained by the Association.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within thirty (30) days after the due date shall be delinquent and shall accrue a late charge in the amount of six percent (6%) of such delinquent assessment, or such other amount as may be established by the Board from time to time; and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided by law or, if no separate provision is made by law, then in a manner now or hereafter provided by law for the foreclosure of mortgages, deeds of trust or other liens on real property in the Commonwealth of Virginia containing a power of sale or consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment. Suit for any deficiency may be maintained in the same proceeding.

The Association shall notify the holder of the First Mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

Section 7. Assessment Certificates. The Association shall, upon written demand at any time, by Registered or Certified Mail, furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing and in form sufficient for recordation signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid as to a particular Lot. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. Failure of the Association to furnish or make available such a certificate within ten (10) business days following the receipt of such a written request shall extinguish the right of the Association to claim the lien for such assessment provided by law and provided for in this Declaration, and a charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Association for each certificate so delivered.

Section 8. Subordination of the Lien to Mortgages or Deeds of Trust. The lien of the assessment provided herein shall be subordinate to the lien of any first mortgage or Deed of Trust securing an obligation made in good faith and for value received recorded prior to the date of recording of the Notice of Lien by the Association, and shall be subordinate to the lien of any such first mortgage or Deed of Trust recorded after receipt of a written statement from the Board of Directors reflecting the payment of assessment as to said Lot which is encumbered by such mortgage or Deed of Trust. Sale or transfer of any Lot shall not extinguish the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of any first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to

payments 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 9. Exempt Property. The following properties subject to this Declaration shall be exempt from the assessments created herein; (a) all of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) all of the Property owned by charitable or other organizations exempt from taxation by the laws of the Commonwealth of Virginia; and (d) all properties which upon annexation are describable by reference to (a), (b) or (c). However, no land or improvements upon which a Dwelling is located shall be exempt from said assessments.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The Annual Maintenance Assessments provided for herein shall commence on each Lot subject to the Declaration on the first day of the month following (i) the issuance by appropriate governmental authorities of a residential use and occupancy permit on such Lot, and (ii) the conveyance of such Lot to a Class A Non-Builder Member. The first Annual Maintenance Assessment shall be adjusted accordingly to the number of months remaining in the calendar year.

Section 11. Dissolution of Association. In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each Lot shall continue to be subject to the Annual Maintenance Assessment specified in Section 1 of this Article, and each Owner shall continue to be personally obligated for such Annual Maintenance Assessment, to the extent that such Annual Maintenance Assessments are required to enable the grantee of the Property owned by the Association to properly maintain it. In no event, however, shall the Annual Maintenance Assessment exceed the amount that would otherwise be payable to the Association in accordance with the provisions of Section 4 and Section 5 of this Article.

## ARTICLE VI

### ARCHITECTURAL CONTROL; PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Architectural Control Committee ("Committee"). Except for construction or development by, for or under contract with the Declarant or any Builder, and except for any improvements to any Lot or to the Common Areas accomplished by the Declarant or a Builder concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by an Architectural Control Committee designated by the Board of Directors.

Section 2. Architectural Control Committee - Operation. The Board of Directors shall appoint a Committee. The Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors. The affirmative vote of a majority of the members of the Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit,

consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc. Upon approval by the Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Committee) have been submitted to it in writing, then approval will not be required and the requirements of this Article will be deemed to have been satisfied.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are finally approved by the Committee (whether by affirmative action or by forbearance from action, as provided in Section 3 of this Article), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other longer or shorter period as the Committee shall specify in its approval. In the event construction is not commenced or substantially completed within the applicable period aforesaid, then approval of the plans and specifications approved by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance, or revisions thereto are submitted for substantially the same use.

Section 5. Rules and Regulations, etc. The Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, and guidelines and establish such criteria relative to architectural styles or details, fences, colors, setbacks, materials or other matters relative to architectural control and the protection of the environment as it may consider necessary or appropriate. Such policy, standards, guidelines and criteria regarding architectural control matters shall be submitted to the Board of Directors for approval. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Committee shall be final except that any Member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Committee to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 6. Prohibited Uses and Nuisances. Except for the activities of the Declarant and any Builder during the construction or development of the community, or as may be necessary temporarily in connection with reasonable and necessary repairs or maintenance to any Dwelling or upon the Common Areas:

(a) no noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Dwelling or upon the exterior of any other improvements;

(b) the maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the Committee, shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of annoyance to the other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Areas unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate;

(c) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any kind shall be permitted on any Lot;

(d) except as elsewhere provided in this Declaration, no junk vehicle, trailer, camper, camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like;

(e) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers, or plastic bags as designated by the Association. The Association reserves the right to remove such containers left in violation of this provision;

(f) no Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. No portion of any Dwelling (other than the entire Dwelling) shall be leased. The provisions of this subsection shall not apply to the Declarant or the Association, and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right of way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose, or the adjustment of boundary lines or resubdivision as set forth in Article IV, Section 1(h), above;

(g) except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any Lot above the surface of the ground;

(h) no Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth;

(i) no sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through the Committee or a duly appointed subcommittee. The Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate;

(j) no structure of a temporary character, and no trailer, tent, barn, pen, kennel, run, stable or outdoor clothes line shall be erected, used or maintained on any Lot at any time;

(k) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or Dwelling, provided, however, that one temporary real estate sign not exceeding five (5) square feet in area, may be erected upon any Lot or attached to any Dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Dwelling. The provisions and limitations of this subsection shall not apply to any Institutional First Mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such Mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure;

(l) no structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. No storage shall be allowed outside of the fenced rear yard;

(m) no outside television, radio or other aerial, dish or antenna for either reception or transmission, shall be maintained upon the Property, except that such aerials or antennae may be erected and maintained within the Dwellings located upon the Property;

(n) no Member shall make any private or exclusive or proprietary use of any of the Common Areas, except with the specific approval of the Board of Directors, and then only on a temporary basis, and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.

Section 7. Residential Use - Leasing. All Dwellings shall be used for private residential purposes exclusively. Any Owner who leases his Dwelling shall provide a copy of such lease to the Association. No lease shall be for a term of less than six (6) months. Any and all lessees shall acknowledge within their applicable leases the receipt of a copy of this Declaration and of the By-Laws of the Association, and their intention to comply with all provisions of said Declaration and By-Laws. Nothing contained

in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or Dwelling for promotional or display purposes, or as "model homes," a sales office, construction office or the like.

Section 8. House Rules, etc. There shall be no violation of any rules for the use of the Common Areas and community facilities or "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and circulated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 9. Fences. Any fence constructed upon the Property shall be either horizontal, rustic, unfinished split rail or vertical split sapling, or vertical board (stockade) and shall not extend beyond the front building line of the Dwelling on the Lot upon which any such fence is erected or the front building line of the Dwellings on all immediately adjacent Lots. No fence shall be more than six (6) feet in height. Chain link (except around the storm water management easement areas) and other wire fencing is specifically prohibited. The erection of all fences shall be subject to the provisions of this Article.

Section 10. Parking. Parking upon the Common Areas, if any is provided, may be regulated by the Board of Directors. In the event parking spaces upon the Common Areas are assigned as aforesaid, then no Member shall make use of any parking space other than the space or spaces assigned to his Lot by the Board of Directors without the express written consent of both the Owner of the Lot to which such other space has been assigned and the Board of Directors of the Association, nor shall any Member invite, encourage or permit the use by his guests of parking spaces assigned to Lots other than his own. No vehicle belonging to any Member, or to any guest or employee of any Member, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any other parking space upon the Common Areas. No commercial vehicle, whether owned by the Owner or any other person, shall be permitted to remain on or be parked on the Common Area overnight. Nothing shall be stored upon any of the parking areas nor shall the same be permitted to accumulate trash or debris. In the event the Board of Directors elects to assign parking spaces upon the Common Areas as herein provided, then the Board of Directors may make reasonable efforts to assign parking spaces in a manner calculated to make reasonable adjustments to accommodate the elderly and the handicapped.

Section 11. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the Covenants or Restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Committee required herein, and, upon written notice from the Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment

shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration exists on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

## ARTICLE VII

### MANAGEMENT AGREEMENTS LIMITED WARRANTY

Section 1. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing.

Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated, with or without cause and without the payment of any penalty or termination fee, by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 2. Limitation of Liability. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored within or upon the Common Areas. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

## ARTICLE VIII

### EASEMENTS

Section 1. Reservation of Easement Rights by the Declarant. The Declarant hereby reserves for itself and all Class A Builder Members a non-exclusive easement and right of way in, through, over and across the Common Areas for the following purposes: the storage of building supplies and materials, construction development and sales activity; and in, through, over and across the Lots and the Common Areas for the installation, construction, maintenance, reconstruction and repair of and for the conveyance of easements which may be required for sanitary sewer lines, water lines, cables, storm drains, footing drains, utilities and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction, the development of the Property, and the provision of utility services, whether public or private, to the community and to other property adjacent to, or in the vicinity of, the community. The Declarant further reserves a nonexclusive easement over all Lots and Common Areas for a distance of twenty-five (25) feet behind any Lot line which parallels a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, and/or entrance features, lighting, stone, wood, or masonry wall features, and/or related landscaping. Upon completion of any signs on the Property, the Association shall repair and maintain

same at its sole cost and expense. Any and all instruments of conveyancing made by the Declarant to the Association with respect to any of the Common Areas shall be conclusively deemed to incorporate these reservations, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of these reservations as may be necessary.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights of way over the Common Areas for sanitary and storm sewer purposes, street lights, water lines, electrical cables, television cables, telephone cables, gas lines, storm drains, cables, underground conduits and such other purposes related to the provisions of utility services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Areas, development of the Property and for the preservation of the health, safety, convenience and welfare of the Owners or the Declarant.

Section 3. Declarant's Easements to Correct Drainage. For such a period of two years from the date of conveyance of each Lot, the Declarant (or the Builder, if different, as to any Parcel which such Builder may own, in whole or in part) reserves an easement and right 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) 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 reasonable judgment of the Declarant (or Builder) an emergency exists which precludes such notice.

Section 4. Easement for Governmental Personnel and Ingress-Egress. A right of entry on, over and across any Lot or Common Area is hereby granted to law enforcement officers, and fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access. An easement for ingress and egress is hereby granted in favor of all Members, their invitees, guests and tenants on, over and across the private streets within the Common Area as indicated on any recorded subdivision plat for the Property.

Section 5. Easement for Access to Subterranean Footing Drains. A right of entry and access on, over and across any Lot on which subterranean footing drains have been installed is hereby granted to the Declarant, the Association and/or any Owner authorized by the Association for the purpose of maintaining and repairing said subterranean footing drains.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Amendment. Subject to the other limitations set forth in this Declaration, including approval of Mortgagees, this Declaration may be amended only by an instrument executed and acknowledged by the votes of four-fifths (4/5) of each class of the then Members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. Notwithstanding anything contained herein to the contrary, for as long as the Declarant maintains any ownership interest in the Property, and in any event

no longer than ten (10) years from the date this Declaration is recorded, the Declarant may unilaterally amend this Declaration for any reason without the consent or joinder of any Class A Member, the Association or Mortgagee, which amendment(s) shall be binding on all Class A Members, the Association and Mortgagees, provided that any pre-existing conditions which violate the amendment(s) to the Declaration shall be permitted to continue to exist without modification provided such conditions when created did not constitute a violation of the Declaration, provided further that any such unilateral amendment by the Declarant shall not adversely affect the security of any Mortgagee.

Section 2. (a) Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are created in this Declaration, 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 any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of twenty (20) years each, unless prior to the expiration of any such period the Covenants and Restrictions are expressly terminated by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots, and with the approval of Mortgagees as provided in this Article and of necessary governmental authorities, if any.

(b) Dissolution. The Association may be dissolved with the consent of members entitled to cast more than four-fifths (4/5) of the votes of each class membership. Upon dissolution of the Association, the assets, both real and personal, of the Association shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by this Association.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to accomplish the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain or enjoin violation or to recover damages or both, and against any Lot to enforce the lien created hereby; and the failure or forbearance by the Association or 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.

In addition, the Board of Directors or the Architectural Control Committee, as appropriate, have the power to impose charges for a violation of the Covenants and Restrictions, the Association's legal documents or rules and regulations. Charges may not exceed fifty dollars (\$50.00) for each violation or ten dollars (\$10.00) per day for a violation of a continuing nature. No charge may be imposed for failure to pay an assessment except as otherwise provided in the Declaration.

The provisions hereof may be enforced, without limitation, by the Declarant, by the Association, by any Owner or any Mortgagee which becomes subject to the provisions hereof and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Areas owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within Covenants or Restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 4. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Original Declarant hereunder, or any part of them, may be assigned and transferred (in whole or in part) by the Original Declarant, in its sole discretion, with or without notice to the Association. Upon any such assignment by the Original Declarant, all obligations, rights, liabilities and responsibilities of the Original Declarant automatically, thereafter, become null and void with respect to the Original Declarant and are assumed by the Successor Declarant. In addition, the Successor Declarant may assign and transfer (in whole or in part), in its sole discretion, its rights, reservations, easements, interests, exemptions, privileges and powers, or any part of them, to a subsequent Successor Declarant, with or without notice to the Association, whereby all obligations, rights, liabilities and responsibilities of the Successor Declarant shall automatically, thereafter, become null and void with respect to the Successor Declarant and be assumed by the assignee Successor Declarant.

Section 5. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 6. Notices. Unless otherwise specified in this Declaration, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas.

Section 8. Severability. Invalidation of any one of these Covenants or Restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 9. Mortgage Holder Consents. Neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of at least sixty-six and two-thirds percent (66-2/3%) of the Institutional Holders of all First Mortgages:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas; subject to the rights reserved by the Declarant in Article II, Section 2 herein, and provided that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas by the Members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify the method of determining and collecting Annual or Special Maintenance Assessments or other assessments as provided for in this Declaration; or

(d) fail to maintain fire and extended coverage insurance on insurable Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value of such Common Areas, based upon current replacement cost; or

(e) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the Common Areas.

The modification or amendment of any material or substantive provision of this Declaration, the Articles of Incorporation or the By-Laws of the Association shall not be permitted or undertaken without such consent by fifty-one percent (51%) of the Institutional Holders of all First Mortgages.

Section 10. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the First Mortgage on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the First Mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any First Mortgage and the protection extended in this Declaration to the holder of any First Mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the First Mortgage on the Lot which is the subject matter of such suit or proceeding.

Any Institutional First Mortgagee of any Lot upon the Property may pay any taxes, utility charges or other charge levied against the Common Areas which are in default and which may or have become a charge or lien against any of the Common Areas and any such Institutional First Mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the Common Areas. Any First Mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 11. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all First Mortgages of record on the Lots. No provision of this Declaration or the By-Laws of the Association shall entitle any Member to any priority over the holder of the First Mortgage of record on his Lot with respect to the distribution to such Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas.

Section 12. Condemnation or Eminent Domain. In the event any part of the Common Area is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all First Mortgages. No provision of this Declaration or the By-Laws of the Association shall entitle any Member to any priority over

the holder of the First Mortgage of record on his Lot with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas.

Section 13. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

## ARTICLE X

### PIPESTEM DRIVEWAY

#### Section 1. Definitions.

(a) "Pipestem Driveway" shall be the areas within the Thirty Foot Ingress-Egress Easement as shown on the plat attached to the Deed of Subdivision, Deed of Dedication, Deed of Conveyance, Deed of Easement, Easement Agreement and Release pertaining to the Property and recorded immediately prior hereto.

(b) "Affected Lots" shall be Lots 2, 3 and 4, Wynford Estates, which are the Lots that use the Pipestem Driveway for access to the dwellings constructed on such Lots. Lots which are subject to the Thirty Foot Ingress-Egress Easement but which do not use the Pipestem Driveway for access to the dwelling constructed on such Lot are not Affected Lots and are not subject to the maintenance provisions of Section 3 of this Article, unless the Owners of such Lots, or their respective households, guests, tenants or agents make regular use of the Pipestem Driveway.

#### Section 2. Restrictions.

(a) Use. Pipestem Driveway shall be used exclusively for the purpose of ingress and egress to the Affected Lots and for the purposes of county emergency, maintenance and police vehicles.

(b) Restrictions. No act shall be performed by any Owner, member of such Owner's household or their tenants, guests or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other Owner of an Affected Lot in and to the Pipestem Driveway.

(c) Parking. There shall be no parking within Pipestem Driveway at any time except for delivery and/or emergency vehicles, unless the Board of Directors, by Resolution, determines otherwise upon petition of an Owner of an Affected Lot.

#### Section 3. Maintenance, Damage or Destruction.

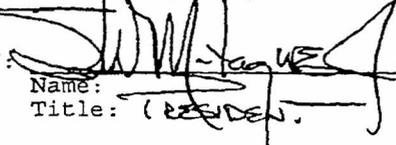
(a) In the event that the Pipestem Driveway is damaged or destroyed through the act or omission of either of an Owner or member of such Owner's household or any of such Owner's guests, employees, tenants, agents or invitees (whether or not such act or omission is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the Pipestem Driveway without cost to the other Owners of Affected Lots served by the Pipestem Driveway. Each Owner shall use its best efforts to minimize the impact of any such repair upon the rights of the other Owners hereunder.

(b) In the event that the Pipestem Driveway needs maintenance including preventive maintenance whether required by deterioration from ordinary wear and tear or lapse of time except as required as a result of the act or omission of an Owner for which such Owner is responsible, it shall be the obligation of the Owners of the Affected Lots to maintain, rebuild and/or repair the

same. Each Owner of an Affected Lot shall pay its pro rata share of the cost of maintaining, rebuilding and/or repairing such improvements within that portion of the Pipestem Driveway actually used by such Owner.

WITNESS the following signature and seal:

DAKOTA DEVELOPMENT, INC.

BY:  (Seal)  
Name: \_\_\_\_\_  
Title: President

COMMONWEALTH/STATE OF Virginia  
CITY/COUNTY OF Fairfax, TO WIT:

I, the undersigned, a Notary Public in and for the Commonwealth/State and City/County aforesaid, whose commission as such expires on the 29<sup>th</sup> day of February, 1996, do hereby certify that Sterling M. Montague, Jr., as President, of DAKOTA DEVELOPMENT, INC., whose name is signed to the foregoing document bearing date on the 8<sup>th</sup> day of February, 1996, has signed and acknowledged the same before me in my jurisdiction aforesaid.

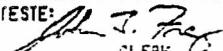
GIVEN under my hand and seal this 8<sup>th</sup> day of February, 1996.

Michelle K. Stewart  
Notary Public

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TESTE:   
CLERK