

CC&Rs

Dranesville Estates Homeowners Association (also Wetherburn Farms)

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 10th day of June, 1985, by and between /PULTE HOME CORPORATION, a Delaware Corporation, hereinafter known as "Declarant"; and /DRANESVILLE ESTATES HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation, hereinafter known as "Association".

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain real property located in Fairfax County, Virginia, known as Lots One (1) through Twenty Seven (27), both inclusive, Section One (1), DRANESVILLE ESTATES, as the same are duly dedicated, platted and recorded by Deed of Dedication attached hereto and recorded herewith; and

WHEREAS, Declarant and its successors and assigns desire to create thereon a residential community which may have permanent open spaces and other common facilities for the benefit of the community and to provide for the preservation of the values of the community and such other area as may be subjected to this Declaration, and for the maintenance of the open spaces and other facilities; and, to this end, does declare and publish its intent to subject the real property as hereinafter described, and as may from time to time be dedicated and subdivided into lots and open spaces designated for conveyance to a homes association, 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 real property and shall be binding on all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and shall inure to the benefit of each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values of said community to create an agency which shall be delegated and assigned the powers of maintaining and administering the community properties, if any, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the Commonwealth of Virginia, as a non-stock corporation, DRANESVILLE ESTATES HOMEOWNERS ASSOCIATION, for the purposes of exercising the functions aforesaid.

NOW, THEREFORE, Declarant, for and in consideration of the premises and the covenants contained herein, does hereby grant, establish and convey to each Owner of a Lot mutual non-exclusive rights, privileges and easements of enjoyment on equal terms and common with all other owners of Lots, in and to the use of any Common Area which may hereafter be acquired by the Association; and further, does hereby declare the real property described in the Deed of Dedication recorded immediately prior hereto and designated as Lots One (1) through Twenty Seven (27), inclusive, Section One (1), DRANESVILLE ESTATES, to be held, transferred, sold, conveyed, and occupied subject to the covenants, 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 shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to DRANESVILLE ESTATES HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia.

Section 3. "Properties" shall mean and refer to that certain real property described in the hereinabove and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) which may hereafter be acquired by the Association for the common use and enjoyment of the members of the Association. At this time, there is no Common Area owned by the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area and streets dedicated to public use.

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

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to Pulte Home Corporation, and its successors and assigns, if such successors or assigns should acquire from the Declarant

(including by foreclosure or deed in lieu of foreclosure) two (2) or more undeveloped Lots for the purpose of development, and any person or entity that may dedicate, subdivide and submit to the Declaration all or a portion of the real property described in Deed Book 3356 at page 398, among the land records of Fairfax County, Virginia.

Section 9. "Mortgagee" shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the Common Area and who has notified the Association of this fact.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is merely as security for the performance of an obligation. 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. A Mortgagee in possession of a Lot shall be entitled to exercise the Owner's rights in the Association with regard thereto.

ARTICLE III

VOTING RIGHTS

The Association shall have two classes of voting membership:

CLASS A: Class A members shall be all those members as defined herein with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any lot, all such

persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B: The Class B member(s) shall be the Declarant as defined herein. A Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article II; provided that Class B membership shall cease and a Class A membership with one (1) vote for each lot in which it holds an interest shall issue on the happening of either of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

2. On January 1, 1990.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area if any is acquired by the Association, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to limit the number of guests of members at such recreational facility;

(c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Area, including the imposition of fines for the violation thereof;

(d) The right of the Association to suspend the voting rights and rights of a member to the use of any recreational facilities constructed on the Common Area for any

period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) The right of the Association, in accordance with the Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, with the assent of more than two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, to mortgage said property, subject to this Declaration and the easement of enjoyment created hereby, and to acquire property encumbered by the lien or liens of the deed or deeds of trust securing improvements on said property; provided that any such mortgage of the Common Area must state that it is subject to this Declaration and the easement of enjoyment created hereby and shall not be in conflict with its designation as "open space";

(f) The right of the Association at any time and consistent with the then-existing zoning ordinances of Fairfax County and its designation as "open space", or upon dissolution, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to conditions as may be agreed to by the members; provided that any such dedication or transfer shall have the assent of more than two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. Upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents;

(g) The right of the Association to grant, with or without payment of damages to the Association, and consistent with the "open space" designation thereof, easements for the construction, reconstruction, installation, repair, and/or necessary maintenance of utility lines through or over any portion of the Common Areas. The foregoing shall not be construed, however, to permit acquisition or damage to any improvements situate upon the Common Areas, or other structures or installations situate thereon which would otherwise be deemed to be part of the realty, without the payment of damages, including severance or resulting damages, if any to the Association, all in amounts and in a manner now or hereafter governing proceedings for the acquisition of private property for public use by condemnation in this Commonwealth; and

(h) The right of the Association to lease Common Area, provided however that such lease(s) must:

- (1) be only to non-profit organizations;
- (2) require that such organizations give preference to Members of the Association with regard to membership and use of facilities;
- (3) prohibit assignment and subleasing;
- (4) require approval by the Association of uses of the Common Area and facilities, which must be in accordance with this Declaration;
- (5) be consistent with the then-existing ordinances of the County; and
- (6) be consistent with the open space designation thereof.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the member's lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges; and

(b) Special assessments for capital improvements, or other specified items, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with such interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lots at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, and in particular for the payment of taxes and improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum

annual assessment shall be TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (All Items Index) for the Washington, D.C. standard metropolitan area (published by the Department of Labor, Washington, D.C.) for the year ending the preceding July 1, or five percent (5%), whichever is greater.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment, may be increased above that established by subparagraphh (a) annually provided that any such change shall have the assent by a vote of more than two-thirds (2/3) of each class of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than twenty five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

(c) After consideration of current maintenance costs and further needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the fixtures and personal property related thereto, or other specified purposes; provided that any such assessments shall have the

assent of more than two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than twenty five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots not owned by the Declarant. Any unoccupied Lots owned by the Declarant shall be assessed at twenty five (25%) percent of the rate of Lots not owned by the Declarant so long as Declarant has Class B membership status. As long as the Declarant retains the right to pay only partial assessments for the unoccupied lots in any section, the Declarant must also maintain the Common Area in such section at no cost to the Association and fund all budget deficits, including reserves, applicable to such section.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 herein, the presence at the meeting of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Remedies of the Association in the Event of Default. If any assessment is not paid within thirty (30) days after the due date, the assessments shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. In addition, the Association in its discretion may:

(a) Impose a penalty as previously established by rule;

(b) Accelerate the required payment date of the entire remaining annual assessment; and

(c) Bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8 . Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first trust or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a first trust or mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

Section 9 . Exempt Property. The following property

subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by charitable or other organizations exempt from taxation by the laws of the Commonwealth of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

RESTRICTIVE COVENANTS

Section 1. The Properties shall be used exclusively for residential purposes. The Declarant, however, for itself, its successors and assigns, reserves the right, prior to sale and transfer of any Lot, pursuant to a recorded subdivision plat, to alter, amend, and change any lot lines or subdivision plan. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family detached dwelling, garages and other approved structures for use solely by the occupants. Except for those related to real estate sales and construction, no sign, advertisement, or message other than for identification purposes only shall be displayed or published which offers or implies commercial or professional services, or which may constitute any other kind of business solicitation in, or from, any residence or residential property. Notwithstanding the foregoing, the Declarant or its assigns may, during the construction and/or sales period, and within five (5) years from the date of subdivision of a particular section, erect, maintain, and operate real estate sales and construction offices, model homes, displays, signs, and special lighting on any part of the Properties and on or in any building or structure now or hereafter erected thereon while owned by the Declarant.

Section 2. No clothing, laundry, or wash shall be aired or dried on any portion of the Lots in any area other than in the rear yards of the Lots.

Section 3. No tree, hedge, or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

Section 4. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the

neighborhood. Owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Except for flower gardens, shrubs, and trees which shall be neatly maintained, all open Lot areas shall be maintained in lawns or other materials approved by the Architectural Review Board. All lawn areas shall be kept mowed and shall not be permitted to grow beyond a reasonable height.

Section 5. No sign of any kind that is illuminated and/or larger than two (2) square feet shall be displayed to the public view on any Lot, except temporary real estate signs not more than four (4) square feet in area advertising the property for sale or rent, and except as provided in Paragraph 1(a) above. All signs advertising the property for sale or rent shall be removed within three (3) days from the date of execution of any agreement of sale or rental.

Section 6. No horse, pony, cow, chicken, pig, hog, sheep, goat, or other domestic or wild animal shall be kept or maintained on any Lot; however, common household pets, such as dogs and cats may be kept or maintained, provided that they are not kept, bred, or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or the neighborhood and are in compliance with applicable Fairfax County ordinances.

Section 7. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

Section 8. No person shall paint the exterior of any building a color different than the original color of said building without the proposed color having been approved by the Architectural Review Board.

Section 9. The exteriors of all structures, including walls, doors, windows and roofs shall be kept in good maintenance and repair. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction. In the event of fire, windstorm, or other damage, the exterior of no structure shall be permitted to remain in a damaged condition for longer than three (3) months.

Section 10. No structure or addition to a structure shall be erected, placed, altered, or externally improved on any Lot until the plans and specifications, including elevation, material, color and texture and a site plan showing the location of all improvements with grading modifications shall be filed with and approved in writing by the Architectural Review Board. No alterations, additions, or improvements shall be made to any garage which would defeat the purpose for which it was intended. Structure shall be defined to include any building or portion thereof, wall, fence, pool, pavement, driveway, or appurtenances to any of the aforementioned.

Section 11. No fence or enclosure shall be erected or built on any Lot until approved in writing by the Architectural Review Board as to location, material and design. Any fence or wall built on any Lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. No junk vehicles, recreational vehicles, house trailers, or commercial industrial vehicles such as, but not limited to, moving vans, trucks, tractors, trailers, vans, wreckers, hearses, buses, boats, boating equipment, travel trailers, or camping equipment shall be regularly or habitually parked on any public streets within the Properties, or otherwise within the boundaries of the Properties, except upon the written

approval of the Architectural Review Board. The Association shall not be required to provide a storage area for these vehicles.

Section 13. The provisions of Sections 5, 7, 8, 9, 10, 11 and 12 of this Article shall not apply to the construction, or development or improvements on any Lot or Common Area by a Declarant commencing within five (5) years from the date of submission of said Lot to this Declaration.

Section 14. Any lease or rental agreement must be for a period of at least thirty (30) days and must be subject to the rules and regulations set forth in this Declaration and in the other Association documents.

Section 15. The Association shall have the authority to adopt such rules and regulations regarding this Article as it may from time to time consider necessary or appropriate.

ARTICLE VII

ARCHITECTURAL REVIEW BOARD

Section 1. Composition. The Architectural Review Board shall be comprised of three (3) or more members. Members shall serve staggered three (3) year terms, as determined by the Board of Directors. As long as Declarant owns any Lots within the Properties, the Architectural Review Board shall consist of two (2) committees: the New Construction Committee and the Modification and Change Committee. Thereafter, the New Construction Committee shall be terminated.

Section 2. Method of Selection. Pulte Home Corporation, its successors and assigns, shall nominate the persons to serve on the New Construction Committee. The Board of Directors shall appoint or reject such nominees, and in case a nominee is rejected, Pulte Home Corporation shall thereupon nominate another person for appointment.

The Board of Directors shall appoint the Modification and Change Committee. No member of the Modification and Change Committee may be a Director.

Section 3. Removal and Vacancies. Members of the Modification and Change Committee may be removed by the Board of Directors with or without cause. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

Section 4. Officers. At the first meeting of the Architectural Review Board following each Annual Meeting of Members, the Architectural Review Board shall elect from among themselves, a Chairman, a Vice Chairman, and a Secretary who shall perform the usual duties of their respective offices.

Section 5. Duties. The Architectural Review Board shall regulate the external design, appearance and locations of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Architectural Review Board shall:

(a) Review and approve, modify or disapprove, within forty five (45) days, all written applications of Owners and of the Association for improvements or additions to Lots or Common Areas; in this regard, during the period the Architectural Review Board is composed of the two committees described above, the New Construction Committee shall act with respect to the initial construction, development or improvements to the Lots and Common Areas, and the Modification and Change Committee shall act with respect to modifications and changes to the improvements to the Lots and Common Areas. All applications not acted upon within forty five (45) days shall be deemed approved;

(b) Periodically inspect the Properties for compliance with architectural standards and approved plans for alteration;

(c) Adopt architectural standards subject to the confirmation of the Board of Directors;

(d) Adopt procedures for the exercise of its duties; and

(e) Maintain complete and accurate records of all actions taken.

Section 6. Appeal. Any aggrieved party may appeal a decision of the Architectural Review Board to the Board of Directors.

ARTICLE VIII

EASEMENTS

Section 1. There is hereby granted a blanket easement to the Association, its directors, officers, agents and employees, to any manager employed by or on behalf of the Association, and to all police, firemen, ambulance personnel, and all similar persons to enter upon the Properties in the exercise of the functions provided by this Declaration and the Articles, By-Laws and Rules of the Association, in the event of emergencies, and in performance of governmental functions.

Section 2. The rights accompanying the easements provided by Section 1 hereof shall be exercised only during reasonable daylight hours and then whenever practicable only after advance notice to, and with the permission of, any Owner or tenant directly affected thereby when not an emergency situation or a governmental function.

Section 3. A Declarant, its agents and employees, shall have a right of ingress and egress over the Common Area as required for construction and development of the Properties.

Section 4. There shall be and is hereby reserved to a Declarant a nonexclusive easement over any Lot or any Common

Area, for the purpose of installing, repairing and/or maintaining utility lines of any sort including, but not limited to, storm drains and drainage swales, sanitary sewers, gas lines, electric lines and cables, water lines, telephone lines, telecommunication lines and cables, and the like. This easement shall automatically expire as to any Lot or Common Area five (5) years from the date of submission of such Lot or Common Area to this Declaration.

Section 5. There shall be and is hereby reserved to a Declarant a nonexclusive easement over all Lots or any Common Area for the purposes of correcting drainage, regrading, and of maintaining, landscaping, mowing, and erecting street intersection signs, directional signs, temporary promotional signs, entrance features and/or "theme areas", lights, and wall features, and for the purpose or purposes of executing any of the powers, rights, or duties granted to or imposed on the Association in Article IX hereof. This easement shall automatically expire as to any Lot or Common Area five (5) years from the date of submission of such Lot or Common Area to this Declaration.

Section 6. Any rights granted to a Declarant in this Article shall extend only to Lots and Common Area submitted to this Declaration by such Declarant.

ARTICLE IX

POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Discretionary Powers and Duties. The Association shall have the following powers and duties which may be exercised at its discretion:

(a) To enforce any/all building restrictions which are imposed by the terms of this Declaration or which may hereafter be imposed on any part of the Properties. Provided, that nothing contained herein shall be deemed to prevent the

Owner of any Lot from enforcing any building restrictions in his own name; the right of enforcement shall not serve to prevent such changes, releases or modifications of the restrictions or reservations placed upon any part of the Properties by any party having the right to make such changes, releases or modifications in the deeds, contracts, declarations, or plats in which such restrictions and reservations are set forth; and the right of enforcement shall not have the effect of preventing the assignment of those rights by the proper parties wherever and whenever such right of assignment exists. The expense and costs of any enforcement proceedings initiated by the Association shall be paid out of the general fund of the Association, as hereinafter provided for;

(b) To provide such light as the Association may deem advisable on streets and for the maintenance of any and all improvements, structures, or facilities which may exist or be erected from time to time on any Common Area;

(c) To build facilities upon land owned or controlled by the Association;

(d) To use the Common Area and any improvements, structures or facilities erected thereon subject to the general rules and regulations established and prescribed by the Association and subject to the establishment of charges for their use;

(e) To mow and resow the grass and to care for, spray, trim, protect, plant, and replant trees and shrubs growing on the Common Area and to pick up and remove from said property and area all loose material, rubbish, filth, and accumulations of debris; and to do any other thing necessary or desirable in the judgment of the Association to keep the Common Area in neat appearance and in good order;

(f) To exercise all rights and control over any easements which the Association may from time to time acquire, including, but not limited to, those easements specifically reserved to the Association in Article VIII hereof;

(g) To create, grant and convey easements upon, across, over, and under all Association properties including but not limited to easements for the installation, replacement, repair, and maintenance of utility lines serving Lots within the Properties;

(h) To create subsidiary corporations;

(i) To employ counsel and institute and prosecute such suits as the Association may deem necessary or advisable, and to defend suits brought against the Association; and

(j) To employ from time to time such agents, servants and laborers as the Association may deem necessary in order to exercise the powers, rights, and privileges granted to it, and to make contracts.

Section 2. Mandatory Powers and Duties. The Association shall exercise the following powers, rights and duties:

(a) To accept title to the Common Area and to hold and administer said property for the benefit and enjoyment of the owners and occupiers of Lots within the Properties. The purpose of this provision is to impose on the Association the obligation to accept title to any Common Area and to hold and maintain the same for the benefit of owners and occupants of Dranesville Estates Subdivision; and

(b) To make and enforce rules and regulations governing the use of the Common Area.

Section 3. The Association shall obtain fidelity coverage against dishonest acts on the part of directors, officers, trustees, managers, employees, or agents responsible

for handling funds collected and held for the benefit of the Association. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in place. The fidelity bond coverage shall at a minimum be equal to the sum of three (3) months' assessments on all lots in the project, plus the Association's reserve funds, if any.

Section 4. The Association shall maintain a comprehensive policy of public liability and hazard insurance covering the Common Area. Such insurance policy shall contain a severability of interest clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location and use. Further, the public liability insurance must provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence.

ARTICLE X

RIGHTS OF MORTGAGEES

All Mortgagees shall have the following rights:

Section 1. A Mortgagee shall be given written notification from the Association of the following:

(a) Any proposed action that would require the consent of a specified percentage of Mortgagees;

(b) Any default in the performance of any obligation under this Declaration or related Association documents by the Owner of a Lot that is the security for the indebtedness due the Mortgagee, which is not cured within sixty (60) days;

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

(d) Any casualty loss, condemnation or eminent domain proceeding or proposed acquisition by a condemning authority that affects any portion of the Common Area or any Lot or portion thereof, which is related to the indebtedness due the Mortgagee;

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

Section 2. Any Mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, will not be liable for each such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the Mortgagee.

Section 3. A Mortgagee shall have the right to examine the books and records of the Association during normal business hours and upon reasonable notice to the Association.

Section 4. As outlined in later sections of this Article, holders of first mortgages or other equivalent liens on Planned Unit Development lots shall have the right, upon request, to receive notice of 1) the decision of the owners to abandon or terminate the Planned Unit Development; 2) any material amendment to the Declaration, any of the By-Laws, or any of the Articles of Incorporation; and 3) the decision of the Owners Association to terminate professional management and assume self management.

Section 5. Provided that improvements have been constructed in the Common Area, and provided that a Mortgagee gives notice to the Association that it has relied on the value of the improvements in making a loan on the Properties, then such Mortgagee shall be further entitled to the following rights:

(a) Subject to the right of Declarant to annex additional areas, as provided in Section 5 of the Article XI, unless fifty one percent (51%) of the Mortgagees and the Owners,

as required by this Declaration or related Association documents, or if no provision is made for Owner approval, then two-thirds (2/3) of the Owners, have given their prior written approval, the Association shall not:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area or other property owned by the Association. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause;

(ii) Fail to maintain fire and extended coverage insurance on insurable parts of the Common Area or other Association property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value, based on current replacement costs, not including land value;

(iii) Use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement, or reconstruction of such property; and

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

(1) voting;

(2) assessments, assessment liens, or subordination of such liens;

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

(4) insurance or fidelity bonds;

(5) responsibility for maintenance and repair of the Properties;

(6) architectural controls;

(7) annexation or withdrawal of property to or from Dranesville Estates Subdivision (other than annexation of those properties referred to in Article XI, Section 5 hereof);

(8) leasing of the Properties;

(9) imposition of any right of first refusal or similar restriction on the right of a Lot Owner to sell, transfer, or otherwise convey his property;

(10) a decision by the Association to establish self management when professional management had been required previously by a Mortgagee;

(11) restoration or repair of the Properties after a hazard damage or partial condemnation;

(12) termination of the legal status of Dranesville Estates Subdivision after substantial destruction or condemnation occurs; and

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

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

(b) A Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The Mortgagee or Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association;

(c) The assessments imposed by the Association shall include an adequate reserve fund for maintenance, repairs, and replacements for those parts of the Common Area which may be replaced or require maintenance on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments;

(d) The Association shall cause the immediate repair, reconstruction or renovation of any damage to the Common Area or Association property unless a decision not to repair, reconstruct, or renovate is approved by all Mortgagees;

(e) In the event that there is a condemnation or destruction of the Common Area or other Association property, to the extent practicable, condemnation or insurance proceeds shall be used to repair or replace the condemned or destroyed property; and

(f) Should there be excess casualty insurance or condemnation proceeds after the renovation, repair or reconstruction called for herein, such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot, subject, however, to the priority of a Mortgagee with regard to the proceeds applicable to the Lot securing said Mortgagee.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or an Owner to enforce such right, provision, covenant, or condition in the future. All rights,

remedies, and privileges granted to the Association or any Owner pursuant to any term, provision, covenant, or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration, or at law or in equity.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years. The covenants and restrictions of this Declaration may be amended in whole or in part, provided that Declarant shall not amend or remove this Declaration without the consent of the Association and an Owner, other than the Declarant and the Association, of at least one Lot in Dranesville Estates. Any such amendment during the first twenty (20) year period shall have the assent of not less than eighty percent (80%) of the votes of the lot Owners, and thereafter any amendment shall have the assent of seventy five percent (75%) of the votes of the lot Owners, at a meeting duly called for this purpose, written notice of which shall be sent to all lot Owners not less than twenty five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. Any amendment must be properly

executed and acknowledged (in the manner required by law for the execution and acknowledgement of deeds) by the Association and recorded among the land records of Fairfax County, Virginia.

Section 4. Special Amendment. For a period of one (1) year after the recording of this Declaration, the Declarant may make any Amendment required by any of the Federal Mortgage Agencies, such as the Federal Housing Administration, the Veterans Administration or the Federal Home Loan Mortgage Corporation, or the County of Fairfax, Virginia, as a condition of the approval of the documents, by the execution and recordation of such amendment following notice to all Owners.

Section 5. Annexation of Additional Properties. The Association may, for twenty one (21) years from the date hereof, annex additional areas and provide for maintenance, preservation and architectural control of residence Lots, and so add as to its membership under the provisions of Article II; provided that any such annexation shall be authorized at a duly held meeting at which a quorum is present by the consent of more than two-thirds (2/3) of each class of the members voting in person or by proxy. After twenty-one (21) years, annexation may be made with the consent of all members. Provided, however, that during the seven (7) year period commencing with the date hereof, no such consent is required for the annexation of all or any part of the real property described in Deed Book 3356 at page 398, of the land records of Fairfax County, Virginia, by the Declarant.

Section 6. Management Contracts. For such time as the Declarant has Class B membership status, the Declarant shall have the right to enter into professional management contracts for the management of the Properties; provided however, that once the Declarant loses its Class B membership status, the Association shall have the right to terminate such contracts, with or without

cause, upon ninety (90) days' written notice given to the other party.

Section 7. FHA/VA APPROVAL. After initial approval of the Lots for FHA or VA financing for so long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

(a) annexation of additional properties, except the land within that certain tract described in Section 5 above;

(b) mergers, consolidations and dissolution of the Association;

(c) mortgaging or dedication of the Common Area; and

(d) amendment of this Declaration of Covenants, Conditions and Restrictions.

WITNESS the following signature and seal:

PULTE HOME CORPORATION

BY: Charles E. Kneebly
Attorney-in-Fact, by Power of
Atty. in Deed Book 6128 Page 700.

STATE OF VIRGINIA,
CITY OF FALLS CHURCH, to-wit:

The foregoing instrument was acknowledged before me this 12th day of June, 1985, by Charles Kneebly, attorney-in-fact of PULTE HOME CORPORATION, on behalf of said corporation.

My commission expires: 11/22/88
3.27.85/hoa

Kristin L. Roth
NOTARY PUBLIC