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COPY

EXHIBIT "B"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FLORENCE OVERLOOK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of MARCH 13, 1995, by and between **FLORENCE OVERLOOK, L.L.C.**, a Virginia limited liability company, its successors and assigns (the "Declarant"); and **FLORENCE OVERLOOK HOMEOWNERS ASSOCIATION**, a Virginia non-stock corporation, its successors and assigns (the "Association").

W I T N E S S E T H :

WHEREAS, the Declarant is (or at the time of recordation of this Declaration will be) the owner of certain real property located in Fairfax County, Virginia, known as Lots 1 through 31, inclusive, **FLORENCE OVERLOOK** as the same are duly dedicated, platted and recorded by the attached Deed of Subdivision; and

WHEREAS, the Association is the owner of certain real property located in Fairfax County, Virginia, known as Parcels "A" and "B", **FLORENCE OVERLOOK** as the same is duly dedicated, platted and recorded by the attached Deed of Subdivision; and

WHEREAS, the Declarant desires to create thereon a residential community which shall have permanent open spaces and other common facilities for the benefit of the community; and

WHEREAS, the Declarant and the Association desire to provide for the preservation of the values of the community and such other areas as may be subjected to this Declaration, and to provide for the maintenance of the open spaces and other facilities; and, to this end, declare and publish their intent to subject the real property as hereinafter described to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, it being intended that they 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, the Declarant has deemed it desirable for the efficient preservation of the values of said community to create an agency to which shall be delegated and assigned the powers of owning, maintaining and administering the community properties, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereafter created; and

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

NOW, THEREFORE, the Declarant, for and in consideration of the premises and the covenants contained herein, grants, establishes and conveys to each owner of a Lot, with the express concurrence of the Association, mutual, non-exclusive rights, privileges and easements of enjoyment on equal terms and in common with all other owners of Lots in and to the use of any Common Area; and further, the Declarant and the Association declare the Property to be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth (the "Covenants and Restrictions"), 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 FLORENCE OVERLOOK HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Members (as hereinafter defined), and shall include any private streets shown on the plat subdividing the Property and located within the Common Area's boundaries. Real estate is not Common Area solely because it is burdened by an easement for utilities, sidewalks, trails, landscaping, storm water management, signage or the like, even though the Association may maintain such areas. A portion of the Property which the Association has the right to maintain for the benefit of the Owners (as hereinafter defined) may be located within a Lot. For the purposes of maintenance, operation and control, such portion of the Lot shall be treated as Common Area; for the purposes of ownership, such portion shall be part of the Lot and shall be included in the calculation of voting rights and assessments.

Section 3. "Declarant" shall mean and refer to Florence Overlook, L.L.C. or its successors or assigns (i) to whom Florence Overlook, L.L.C. assigns any or all of its rights as Declarant pursuant to this Declaration by assignment recorded in the appropriate land records, or (ii) who is a purchaser at foreclosure or a grantee in a deed in lieu of foreclosure from the Declarant. Such an assignment shall only operate as to the land which is owned by such successor or assign and which is referenced specifically in the instrument of assignment. If the Declarant consists of more than one (1) person or entity, the rights and obligations of the Declarants shall be several

and shall be based upon and apportioned in accordance with the number of Lots owned by each Declarant.

Section 4. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the Property, which Declaration is recorded in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia.

Section 5. "Developer" shall mean and refer to Florence Overlook, L.L.C. and its assignees if such assignees receive a written assignment from the Developer.

Section 6. "Dwelling Unit" shall mean and refer to any improvement to the Property intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning (by way of illustration but not limitation) patio or zero lot line homes, townhouses and detached homes.

Section 7. "Lot" shall mean and refer to any plot of land described by metes and bounds upon a recorded subdivision plat of the Property upon which a Dwelling Unit could be constructed in accordance with applicable zoning ordinances, with the exception of the Common Area and streets dedicated to public use.

Section 8. "Member" shall mean and refer to every person or entity who holds a membership in the Association, as more particularly set forth in Article II below.

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 who has notified the Association of this fact in writing.

Section 10. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot, including contract sellers but excluding those holding such interest solely by virtue of a contract to purchase a Lot or as security for the performance of an obligation. If more than one (1) person or entity is the record owner of a Lot, the term "Owner" as used herein shall mean and refer to such owners collectively, so that there shall be only one (1) Owner for each Lot.

Section 11. "Property" shall mean and refer to that certain real property described as Lots 1 through 31, inclusive and Parcels "A" and "B", FLORENCE OVERLOOK as duly subdivided, platted and recorded by the Deed of Subdivision recorded herewith, and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association.

ARTICLE II
MEMBERSHIP

Every Owner of a Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association. 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. No Owner shall have more than one (1) membership in the Association for each Lot it owns.

ARTICLE III
VOTING RIGHTS

Section 1. The Association shall have two (2) classes of voting membership:

Class A: Class A Members shall be all those Members with the exception of the Class B Member. A Class A Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by Article II. If more than one (1) person or entity holds such interest in any Lot, the vote for such Lot shall 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(s) shall be the Declarant. 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. 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 any of the following events, whichever occurs first:

(a) Within four (4) months after the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) Five (5) years from the date of recordation of this Declaration; or

(c) Sixty (60) days after the Declarant abandons construction (i.e., no new dwelling construction has been initiated for a period of ten (10) months, unless there is evidence of continuing construction).

Section 2: Upon annexation of additional properties pursuant to this Declaration, and in the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived with respect to all Lots owned by the Declarant, which Class B membership shall cease and be converted to

Class A membership on the happening of any of the following events, whichever occurs first:

(a) Within four (4) months after the total votes outstanding in Class A membership in the annexed property equal the total votes outstanding in the Class B membership in such annexed property; or

(b) Five (5) years from the date of recordation of the document annexing such property; or

(c) Sixty (60) days after the Declarant abandons construction (i.e., no new dwelling construction has been initiated for a period of ten (10) months, unless there is evidence of continuing construction).

ARTICLE IV PROPERTY RIGHTS

Section 1. Member's Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every 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 located on the Common Area;

(b) The right of the Association to limit the number of guests of Members on the Common Area;

(c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Area, including, without limitation, 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 facilities or nonessential services offered by the Association, to the extent that access to the Lot through the Common Area is not precluded, for any period during which any assessment against such Member's Lot remains unpaid or 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 its Articles of Incorporation and By-Laws, to borrow money for the improvement, maintenance or repair of the Common Area or facilities and in aid thereof, with the assent of at least two-thirds (2/3) of each class of Members who are entitled to vote and 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 a lien or liens of a mortgage or deed of trust; 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, Virginia (the "County") and its designation of the Common Area as "open space", or upon dissolution, to dedicate or transfer all or any part of the Common Area to an organization conceived and organized to own and maintain common open space, or, if there is no such organization which will accept such a transfer, then to the County or other appropriate governmental agency, or, if such a transfer is declined, then to another entity in accordance with the laws governing the same, for such purposes and subject to conditions as may be agreed to by the Members. Except in the case of dissolution, any such dedication or transfer shall have the assent of at least two-thirds (2/3) of each class of Members entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present, 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. The resubdivision or adjustment of the boundary lines of the Common Area or the granting of easements for public utilities or other purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this Article;

(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, licenses, rights-of-way and easements through or over any portion of the Common Area, to any municipal agency, public utility, the Declarant or any other entity. The foregoing shall not be construed, however, to permit acquisition of or damage to any improvements, structures or installations located upon the Common Area without the payment of damages, including severance or resulting damages, if any, to the Association absent the Association's consent;

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

- (i) be only to non-profit organizations;
- (ii) require that such organizations give preference to Members of the Association with regard to membership and use of facilities;
- (iii) prohibit assignment and subleasing;

(iv) require the prior, written approval of the Association of uses of the Common Area and facilities, which must be in accordance with this Declaration;

(v) be consistent with the then-existing ordinances of the County; and

(vi) be consistent with the open space designation of the Common Area; and

(i) The right of the Declarant or the Association to resubdivide and/or adjust the boundary lines of the Common Area as either deems necessary for the orderly development of the subdivision.

Section 2. Delegation of Use. Any Member may delegate its right of enjoyment to the Common Area and facilities to the members of its immediate household, its tenants, or contract purchasers who reside on the Member's Lot. However, by accepting a deed to such Lot, every Owner covenants that should the Owner desire to lease or rent its Lot, the lease or rental agreement shall contain specific conditions which require the lessee/renter to abide by all Association covenants, rules and regulations, and any Owner desiring to rent or lease a Lot further covenants that the lessee/renter will be provided a complete set of all Association covenants, rules and regulations.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant covenants, for each Lot owned, 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 instrument of conveyance, is deemed to covenant and agree to pay to the Association: (a) Annual General Assessments (as hereinafter defined) or charges, and (b) Special Assessments (as hereinafter defined) for capital improvements or other specified items. Such assessments are to be established and collected as hereinafter provided. The Association's Annual and Special Assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due and shall not be the personal obligation of a successor in interest unless expressly assumed by such successor.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the

residents in and Owners of the Property, including but not limited to the payment of taxes, construction of improvements and maintenance of services and facilities devoted to these purposes or related to the use and enjoyment of the Common Area or other property which the Association has the obligation to maintain.

Section 3. Establishment of Annual General Assessment.

(a) The Association must levy in each of its fiscal years an Annual General Assessment (sometimes referred to as the "Annual Assessments"), against each Lot. The amount of such Annual Assessments shall be established by the Board of Directors, subject to the limitations imposed by Section 4 of this Article, at least thirty (30) days in advance of the commencement of each Annual Assessment period. The Annual Assessments shall become applicable as to all Lots within a Section of the Property (as such Section is shown on a recorded subdivision plat) on the first day of the month following the conveyance of the first Lot within that Section to an Owner who is not the Declarant. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year.

(b) The amount of the Annual General Assessment shall be determined by the Board of Directors according to its estimate of the cost of providing services or rights of use which are common to all of the Lots.

Section 4. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following conveyance of the first Lot to an Owner other than the Declarant, the maximum Annual General Assessment shall be Six Hundred Dollars (\$600.00).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum Annual Assessments shall increase 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) published by the United States Department of Labor for the Washington, D.C. standard metropolitan area for the year ending the preceding July 1, or ten percent (10%), whichever is greater.

(b) The Board of Directors may determine not to increase the maximum Annual Assessments to the full extent of the automatic increase provided by subparagraph (a) of this section, in which case the Board of Directors may determine to increase the maximum Annual Assessments by any lesser amount.

(c) From and after January 1 of the year immediately following the conveyance of the first lot, the maximum Annual Assessments may be increased above that established by subparagraph (a) annually, provided that to be effective, any such change shall have the assent of at least two-thirds (2/3) of the vote of each

class of Members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present, written notice of which setting forth the purpose of the meeting shall be sent to all Members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting.

(d) After consideration of current maintenance costs and further needs of the Association, the Board of Directors may fix the Annual Assessments at an amount less than the maximum.

Section 5. 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, reconstruction, repair or replacement of capital improvements upon the Common Area, including the fixtures and personal property related thereto, or for any other specified purpose (the "Special Assessment"). The Special Assessment shall be levied against all of the Lots in each Section which benefit from the Special Assessment, pro rata according to each Section's benefit. The amount of the Special Assessment shall be the same for each Lot in any Section but need not be uniform with the Special Assessment imposed on Lots in other Sections. To be effective, any such assessment shall have the assent of more than two-thirds (2/3) of the votes of each class of Members within an affected Section, who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present, written notice of which setting forth the purpose of the meeting shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. At the first calling of a meeting under Sections 4 and 5 of this Article, 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 4 and 5 and to applicable law, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Working Capital Assessment. In addition to the Annual and Special Assessments authorized above, the Association shall establish and maintain a working capital fund. At each settlement on the initial sale by a Declarant of a Lot for which a residential use permit has been issued, the purchaser of such Lot shall pay to the Association a one-time working capital assessment in an amount equal to one-sixth (1/6th) of the Annual Assessment for said Lot.

Section 8. Rate of Assessment. The Annual General Assessment shall be fixed at a uniform rate for all Lots, except for unoccupied Lots owned by the Declarant, and the Special Assessments shall be fixed at a uniform rate for all Lots within a particular Section, except for unoccupied Lots owned by the Declarant. Any unoccupied Lots owned by the Declarant shall be assessed at twenty-five percent (25%) of the rate of Lots within the same Section but not owned by the Declarant. As long as the Declarant retains the right to pay only partial assessments for its unoccupied Lots in any Section, the Declarant must fund all budget deficits, including reserves, applicable to such Section, up to the amount the Declarant would have paid had it been assessed at the full rate. The Declarant's obligation under this Section does not include any expenses that the Association is unable to meet because of non-payment of any Owner's assessment or because of unusual or extraordinary expenses. If there are two (2) or more co-Declarants, the funding of such budget deficit shall be shared pro rata according to the following formula:

The sum of all of a particular co-Declarant's "Lot Days" divided by the sum of all of the co-Declarants' "Lot Days".
A "Lot Day" shall be the number of days a Declarant has the benefit of a reduced assessment for a Lot within the budget deficit period.

Section 9. Notice of Assessment and Certificate. Written notice of the Annual Assessments shall be sent to every Member. The due dates for payment of the Annual Assessments shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Remedies of the Association in the Event of Default. If any assessment pursuant to this Declaration is not paid within thirty (30) days after its due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum. In addition, in its discretion, the Association may:

- (a) impose a penalty or late charge as previously established by rule;
- (b) bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. 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; and

(c) suspend a Member's voting rights and right to use facilities or nonessential services offered by the Association to the extent that access to the Lot through the Common Area is not precluded. No assessment shall be refunded in the event of suspension.

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

Section 11. 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 12. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all property dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all property 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.

Section 13. Reserves for Replacements. The Association shall establish and maintain a reserve fund for the maintenance, repair and replacement of the Common Area and improvements located thereon by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board of Directors, which reserve fund shall be sufficient to accommodate such future maintenance, repair and replacement and which shall be a component of the Annual General Assessment. 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 replacement of the Common Areas may be expended only for the purpose of effecting the replacement of the Common Area, major repairs to, replacement and maintenance of any improvements within the Common Area, including but not limited to sidewalks, parking areas, streets or roadways developed as a part of the Property, equipment replacement, and for start-up expenses and operating contingencies of a nonrecurring nature relating to the Common Area. 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.

ARTICLE VI
RESTRICTIVE COVENANTS

Section 1. The Property shall be used exclusively for residential purposes. The Declarant, however, reserves the right, pursuant to a recorded subdivision or resubdivision plat, to alter, amend, and change any lot lines or subdivision plan or plat. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one Dwelling Unit, garages and other approved appurtenant structures for use solely by the occupant of the Dwelling Unit. Notwithstanding the foregoing, the Declarant or its assigns may, during its construction and/or sales period, erect, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the Property and on or in any building or structure now or hereafter erected thereon.

Section 2. No clothing, laundry or wash shall be aired or dried on any portion of the Property within public view.

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

Section 4. An Owner shall, at all times, maintain its 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. Except as required for proper sight lines, no tree of a diameter of more than four (4) inches measured two (2) feet above ground level, lying without the approved building and driveway area, shall be removed or planted without the approval of the Architectural Review Board.

Section 5. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. No exterior lighting on a Lot shall be directed outside the boundaries of the Lot.

Section 6. No sign, advertisement or message shall be permitted on the Property which offers or implies commercial or professional services or which may constitute any other kind of business solicitation, other than signs related to real estate sales or leases. Customary name and address signs and real estate sale or lease signs shall be permitted if such signs receive the prior, written approval of the Architectural Review Board. No more than one (1) permitted sign shall be displayed

to public view on any Lot and must be less than or equal to two (2) square feet in total surface area and may not be illuminated. All permitted signs advertising the property for sale or rent shall be removed within three (3) days from the date of the conveyance of the Lot or of the execution of the lease agreement, as applicable.

Section 7. No domesticated or wild animal shall be kept or maintained on any Lot, except for common household pets such as dogs and cats which 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 County ordinances.

Section 8. Trash shall be collected and stored in trash receptacles only and not solely in plastic bags. Trash and garbage receptacles shall not be permitted to remain in public view except on days of trash collection, except those receptacles designed for trash accumulation located in the Common Area. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on the exterior of any Dwelling Unit.

Section 9. No exterior antenna or satellite "dish" for transmission or reception of radio or television signals shall be erected or permitted on a Lot.

Section 10. No person shall paint the exterior of any building or portion thereof, a color different than the original color of said building or portion thereof without the proposed color having been first approved in writing by the Architectural Review Board.

Section 11. The exteriors of all structures, including, without limitation, 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 a structure shall not be permitted to remain in a damaged condition for longer than three (3) months.

Section 12. No structure or addition to a structure shall be erected, placed, altered or externally improved on any Lot until the plans and specifications, including design, elevation, material, shape, height, 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. "Structure" shall include, but not be limited to, any building or portion thereof, wall, deck, greenhouse, skylight, solar panel, fence, pool, pavement, driveway, or appurtenances to any of the aforementioned.

Section 13. No fence or enclosure shall be erected or built on any Lot until first approved in writing by the Architectural Review Board as to location, height, 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 14. No inoperable, junk, unregistered, unlicensed or uninspected vehicles shall be kept on the Property. No portion of the Property shall be used for the repair of vehicles.

Section 15. No commercial or industrial vehicles, such as but not limited to moving vans, trucks, tractors, trailers, vans, wreckers, tow trucks, hearses and buses shall be regularly or habitually parked or parked overnight on the Property, except upon the prior written approval of the Architectural Review Board.

Section 16. No recreational vehicles or equipment, such as but not limited to boats, boating equipment, travel trailers, camping vehicles or camping equipment shall be parked on the Property without the prior, written approval of the Architectural Review Board, as to location, size, screening and other relevant criteria. The Association shall not be required to provide a storage area for these vehicles.

Section 17. The Board of Directors shall have the right to tow any vehicle parked or kept in violation of the covenants contained within this Article, upon twenty-four (24) hours' notice and at the vehicle owner's sole expense.

Section 18. Any lease or rental agreement for a Dwelling Unit must be for an initial period of at least six (6) months, must be in writing and must be subject to the rules and regulations set forth in this Declaration and in the other Association documents. Any failure by any lessee or renter to comply with the terms of such documents shall be a default under the lease or rental agreement.

Section 19. The provisions of this Article shall not apply to the development or construction of improvements on the Property by the Declarant.

Section 20. 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 the Declarant owns any Lots within the Property, the Architectural Review Board shall consist of two (2) committees: the New Construction Committee and the Modification and Change

Committee. When the Declarant no longer owns any Lots within the Property, the New Construction Committee shall be terminated.

Section 2. Method of Selection. The Developer shall appoint the persons to serve on the New Construction Committee. The Board of Directors shall appoint the persons to serve on the Modification and Change Committee. After the termination of the Class B membership, no member of the Modification and Change Committee may be a Director. The Developer may assign its rights under this Article to a Declarant or non-Declarant by a written assignment.

Section 3. Removal and Vacancies. Members of the Modification and Change Committee of the Architectural Review Board 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 Modification and Change Committee of the Architectural Review Board following each Annual Meeting of Members, the Modification and Change Committee shall elect from among themselves a chairperson, a vice-chairperson and a secretary who shall perform the usual duties of their respective offices.

Section 5. Duties. The Committees of the Architectural Review Board shall regulate the external design and appearance of the Property and the external design, appearance and location of the improvements thereon in such a manner so as to preserve and enhance property values and to maintain harmonious relationships among structures and the natural vegetation and topography. During the period the Architectural Review Board is comprised of the two (2) committees described above, the New Construction Committee shall regulate all initial construction, development or improvements on the Property. The Modification and Change Committee shall regulate all modifications and changes to existing improvements on the Property. In furtherance thereof, the Architectural Review Board shall:

- (a) review and approve, modify or disapprove written applications of Owners for alterations or additions to Lots;
- (b) periodically inspect the Property for compliance with adopted, written 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 by the Architectural Review Board.

Section 6. Failure to Act. In the event the Architectural Review Board fails to approve, modify or disapprove a correctly filed application within forty-five (45) days of the receipt of the application sent by Registered Mail or Certified Mail-Return Receipt Requested, approval by the Architectural Review Board shall be deemed granted, except for those applications for additions or alterations prohibited by this Declaration or the architectural standards adopted by the Association, in which case no disapproval is necessary to uphold the prohibition. Failure of the Architectural Review Board or the Board of Directors to enforce the architectural standards or to notify an Owner of noncompliance with architectural standards or approved plans for any period of time shall not constitute a waiver by the Architectural Review Board or the Board of Directors of the enforcement of this Declaration at any later date.

Section 7. Enforcement. Any exterior addition, change or alteration made without application to, and approval of, the Architectural Review Board shall be deemed to be in violation of these covenants, and may be required by the Board of Directors to be restored to its original condition at the offending Owner's sole cost and expense.

Section 8. Appeal. Any aggrieved party may appeal a decision of the Architectural Review Board to the Board of Directors by giving written notice of such appeal to the Association or any director within twenty (20) days of the adverse ruling.

ARTICLE VIII EASEMENTS

Section 1. The Declarant and the Association grant and reserve 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, fire, ambulance personnel and all similar persons to enter upon the Property in the exercise of the functions provided for by this Declaration, Articles of Incorporation, By-Laws and rules of the Association, in the event of emergencies and in the performance of governmental functions.

Section 2. The rights accompanying the easements provided by Section 1 of this Article 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 when not an emergency situation or a governmental function.

Section 3. Each Lot within the Property is declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots and Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of a building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar matter. There shall be valid easements for the maintenance of said encroachments so long as such encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful misconduct of said Owner. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as such encroachments shall exist.

Section 4. The 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 Property.

Section 5. There is reserved to the Declarant a right to grant non-exclusive easements over any Lot or Common Area for the purposes 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, and non-exclusive easements over the Common Area to any municipal agency for any other purpose consistent with the "open space" designation thereof. This right to grant easements shall automatically expire as to any Lot or Common Area seven (7) years from the date of submission of such Lot or Common Area to this Declaration.

Section 6. There is reserved to the Declarant a non-exclusive easement over all Lots and the Common Area for the purposes of correcting drainage, regrading, maintenance, landscaping, mowing, and erecting street intersection signs, directional signs, temporary promotional signs, entrance features, lights and wall features, and for the purpose of executing any of the powers, rights, or duties granted to or imposed on the Association herein. This easement shall automatically expire as to any Lot or Common Area seven (7) years from the date of submission of such Lot or Common Area to this Declaration.

Section 7. Any rights granted to a Declarant in this Article shall extend only to the Lots and Common Area submitted to this Declaration by such Declarant.

ARTICLE IX
[INTENTIONALLY OMITTED]

ARTICLE X
[INTENTIONALLY OMITTED]

ARTICLE XI
POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Discretionary Powers and Duties. The Board of Directors, on behalf of the Association, shall have the following powers and duties, which may be exercised in its discretion:

(a) To enforce any covenants or restrictions which are imposed by the terms of this Declaration or which may be imposed on any part of the Property. Nothing contained herein shall be deemed to prevent the Owner of any Lot from enforcing any building restriction in its own name. The right of enforcement shall not serve to prevent such changes, releases or modifications of the restriction or reservations placed upon any part of the Property 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. Neither the Association nor the Board of Directors shall have a duty to enforce the covenants by an action at law or in equity if, in its or their opinion, such an enforcement is not in the Association's best interest. The expenses and costs of any enforcement proceedings initiated by the Association shall be paid out of the general fund of the Association as herein provided for; provided, however, that the foregoing authorization to use the assessments for such enforcement proceedings shall not preclude the Association from collecting such costs from the offending Owner;

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

(c) To build facilities upon the Common Area;

(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 the Common Area all loose material, rubbish, filth and accumulation 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, responsibilities 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 Common Area, including but not limited to easements for the installation, replacement, repair and maintenance of utility lines serving the Property;

(h) To create subsidiary corporations in accordance with Virginia law;

(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;

(j) To retain with compensation from time to time such agents, employees and contractors as the Association may deem necessary in order to exercise the powers, rights and privileges granted to it, and to make contracts;

(k) To enter on any Lot to perform emergency repairs or to do other work reasonably necessary for the proper maintenance of the Property;

(l) To enter (or have the Association's agents or employees enter) on any Lot to repair, maintain or restore the Lot, all improvements thereon, and the exterior of the Dwelling Unit and any other improvements located thereon if such is not performed by the Owner of the Lot, and to assess the Owner of the Lot the costs thereof, such assessment to be a lien upon the Lot equal in priority to the lien provided for in Article V hereof; provided, however, that the Board of Directors shall only exercise this right after giving the Owner written notice of its intent at least fourteen (14) days prior to such entry;

(m) To resubdivide and/or adjust the boundary lines of the Common Area but only to the extent such resubdivision or adjustment does not contravene the requirements of zoning and other ordinances applicable to the Property; and

(n) To make and enforce rules and regulations governing the use of the Common Area and with respect to such other areas of responsibility assigned to it by this Declaration, except where expressly reserved herein to the Members. Such rules and regulations may grant to the Board of Directors the power to suspend a Member's right to use facilities or non-essential services for non-payment of assessments and to assess charges against Members for violations of the provisions of the Declaration or rules and regulations, as provided for in the Virginia Property Owners Association Act.

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 the Common Area for the benefit and enjoyment of the Owners and occupiers of Lots;

(b) To transfer part of the Common Area to or at the direction of the Declarant, for the purpose of adjusting boundary lines or otherwise in connection with the orderly subdivision or development of the Property, but only to the extent such resubdivision or adjustment does not contravene the requirements of zoning and other ordinances applicable to the Property; and

(c) To obtain and maintain without interruption liability coverage for any claim against a director or officer for the exercise of its duties and 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 of all Lots in the Property plus the Association's reserve funds, if any;

(d) To obtain and maintain without interruption a comprehensive coverage of public liability and hazard insurance covering the Common Area and easements of which the Association is a beneficiary, if available. 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;

(e) To provide for the maintenance of any and all (i) improvements, structures or facilities which may exist or be erected from time to time on the Common Area, including but not limited to street lights (including the payment of utility costs therefor), recreational facilities, entranceways and entrance areas, (ii) easement areas of and for which the Association is the beneficiary and has the responsibility to maintain, (iii) facilities, including but not limited to fences and signs authorized by the Association and erected on any easements granted to the Association, and (iv) street lights that may be constructed within the rights-of-way of any public streets within or adjacent to the Property and which the Commonwealth of Virginia or the County requires the Association to maintain (including the payment of utility costs therefor);

- and
- (f) To pay all proper bills, taxes, charges and fees on a timely basis;
 - (g) To maintain its corporate status.

ARTICLE XII
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 after the Owner's receipt of notice of the default;
- (c) Any condemnation or casualty loss that affects either a material portion of the Property or the Lot that is the security for the indebtedness due the Mortgagee;
- (d) 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 its mortgage or deed of trust, or foreclosure of the mortgage or deed of trust or deed in lieu of foreclosure will not be liable for 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, Mortgagees shall have the right, upon request, to receive notice of (a) the decision of the Owners to abandon or terminate the Planned Unit Development (as defined by the Federal National Mortgage Association); (b) any material amendment to the Declaration, the By-Laws or the Articles of Incorporation; and (c) if professional management has been required by a Mortgagee, the decision of the Association to terminate such professional management and assume self-management.

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

(a) Subject to the right of the Declarant to annex additional areas as provided in Article XIII, unless at least sixty-seven percent (67%) of the Members, and Mortgagees representing at least fifty-one per cent (51%) of those Lots that are subject to mortgages or deeds of trust have given their prior written approval, the Association shall not:

(i) 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;

(ii) 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;

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

- (1) voting rights of any Member;
- (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 on a periodic basis;
- (4) insurance or fidelity bonds;
- (5) responsibility for maintenance and repair of the Property;
- (6) annexation or withdrawal of property to or from the Property (other than annexation of those properties referred to in Article XIII hereof);
- (7) leasing of Dwelling Units;
- (8) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey its property;
- (9) a decision by the Association to establish self-management when professional management has been required previously by a Mortgagee;

(10) restoration or repair of the Property after a hazard damage or partial condemnation;

(11) reallocation of interests in the Common Area or rights to its use, except as provided in Article IV of this Declaration;

(12) converting Lots into Common Area or vice versa;

(13) termination of the legal status of the Association after substantial destruction or condemnation of the subdivision occurs; and

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

(iv) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. The resubdivision and/or adjustment of boundary lines of the Common Area and the granting of easements by the Association for public utilities or other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this clause.

(v) By act or omission waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Dwelling Units and their appurtenances, the exterior maintenance of Dwelling Units and their appurtenances, the maintenance of the Common Area, common fences and driveways and the upkeep of lawns and plantings in the Property.

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 of receipt of such request 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 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) 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.

(e) Should there be excess 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 and in accordance with Virginia law.

(f) The Association must provide an audited financial statement for the preceding fiscal year to all Mortgagees upon written request.

(g) Eligible Mortgagees representing at least sixty-seven percent (67%) of the votes of the mortgaged Lots must consent to the termination of the legal status of the project for reasons other than substantial destruction or condemnation of the Property.

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

ARTICLE XIII 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 hereafter imposed by the provisions of this Declaration or other Association documents. 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 the 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. Invalidity of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Duration; 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 each. The covenants and restrictions of this Declaration may be amended in whole or in part during the first twenty (20) year period with the assent of at least ninety percent (90%) of the Members, and thereafter any amendment shall have the assent of at least seventy-five percent (75%) of the Members. Any amendment must be properly executed and acknowledged by the Association (in the manner required by law for the execution and acknowledgment of deeds) and recorded among the appropriate land records.

Section 4. Special Amendment. Notwithstanding anything herein to the contrary, the Declarant may unilaterally amend this Declaration for any reason prior to the conveyance of the first Lot to an Owner other than the Declarant, and thereafter may make any amendment required by any of the federal mortgage agencies, such as the Veterans Administration, Federal Housing Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, or by Fairfax County, Virginia, as a condition of the approval of this Declaration, by the execution and recordation of such amendment following notice to all Members.

Section 5. Waiver. The Declarant, as the present most interested party in maintaining the high quality of development which by these covenants is sought to be assured for the Property, hereby expressly reserves unto itself (so long as these restrictions are in effect), the unqualified right to waive or alter from time to time such of the herein contained restrictions as it may deem best, as to any one or more of the Lots, which waiver or alteration shall be evidenced by the mutual written consent of the Declarant and the then-Owner of the Lot as to which some or all of said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded among the land records of Fairfax County, Virginia.

Section 6. Annexation of Additional Property. The Association may annex additional areas and provide for maintenance, preservation and architectural control of Lots and Common Area within such areas, and so may add to its membership under the provisions of Article II. Any such annexation shall be authorized at a duly held meeting at which a quorum is present by the consent of at least sixty-seven percent (67%) of the votes of the Members entitled to vote and who are voting in person or by proxy. Any future improvements on the annexed property must be consistent with or better than the initial improvements on the Property in terms of quality, design and construction and comparable in style, size and cost.

Section 7. Withdrawable Real Estate.

(a) The Declarant shall have the unilateral right, without the consent of the Class A Members or any Mortgagee, to execute and record an amendment to this Declaration withdrawing any portion of the Property on which Dwelling Units have not been constructed; provided, however, that not more than five (5) years have lapsed since the date of the recordation of this Declaration.

(b) Upon the dedication or the conveyance to any public entity or authority of any portion of the Property for public street purposes, this Declaration shall no longer be applicable to the land so dedicated or conveyed.

Section 8. 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 Property for terms not to exceed one (1) year; provided, however, that the Association shall have the right to terminate such contracts, with or without cause, upon thirty (30) days' written notice to the other party and without payment of a termination fee.

Section 9. FHA/VA Approval. If any of the Lots are security for a loan guaranteed or insured by VA or FHA, and if there is a Class B Member, the following actions will require the prior approval of the FHA or the VA:

- (a) annexation of additional properties, except the land described in the Section above titled "Annexation of Additional Property";
- (b) mergers, consolidations and dissolution of the Association;
- (c) mortgaging or conveyance of the Common Area; and
- (d) amendment of this Declaration.

Section 10. Dissolution. The Association may be dissolved with the assent given in writing and signed by at least two-thirds (2/3) of the votes of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, both real and personal, shall be dedicated to an appropriate public agency 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 the Association. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, trust or other organization devoted to similar purposes and in accordance with Virginia law. Any such dedication or transfer of the Common Area shall not be in conflict with then-governing zoning ordinances or the designation of the Common Area as "open space".

[SIGNATURE PAGE FOLLOWS]

WITNESS the following signatures and seals:

FLORENCE OVERLOOK, L.L.C.
a Virginia limited liability company

By: COSCAN FLORENCE, INC.
a Maryland corporation,
General Manager

By: Russell Donaldson (SEAL)
Name: Russell Donaldson
Title: Vice President

FLORENCE OVERLOOK HOMEOWNERS
ASSOCIATION
a Virginia non-stock corporation

By: Neil Patel (SEAL)
Name: Neil Patel
Title: President

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 13th day of March, 1995, by Russell Donaldson, as Vice President of COSCAN FLORENCE, INC., General Manager of FLORENCE OVERLOOK, L.L.C.

Gal J. Nixon
Notary Public

My Commission expires: 8/18/97

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 13th day of March, 1995, by Neil Patel, as Vice President of FLORENCE OVERLOOK HOMEOWNERS ASSOCIATION.

Gal J. Nixon
Notary Public

My Commission expires: 8/18/97

APR -4 95

RECORDED FAIRFAX CO VA

TESTE:

[Signature]

with dist. attached

OWNER'S CONSENT

Sam L. Hubbell

MILANI ALL MIN

Sam L. Hubbell
ROBERT C. HUBBELL, VICE-PRESIDENT

Willie Schell 11/20/15

3/31/15

[Signature]

41495

[Signature]

RECEIVED FOR RECORD ON OR
LATER

STREET
1327-92

SURVIVORS (P. 14-1)

OVERLOOK LLC

9379

FLORENCE
403-489,

Had A. Marshall
16th Nov.



SK 2

11/16/15

OWNER'S CONSENT

214.5.01

RECOMMENDED FOR APPROVAL
SITE REVIEW BRANCH CHIEF

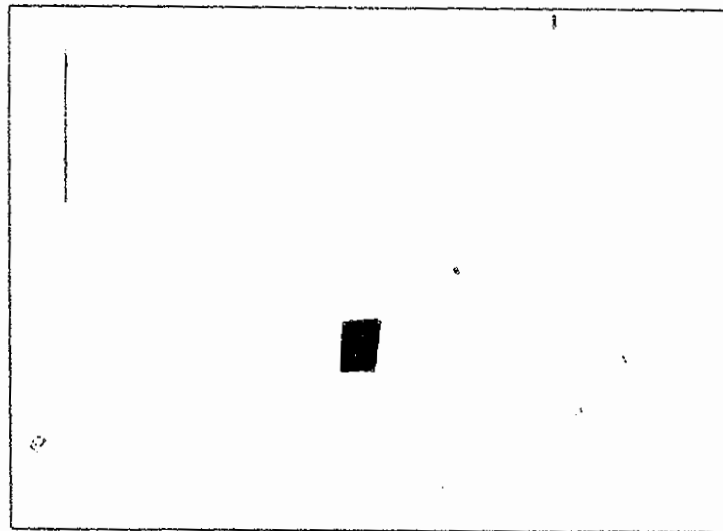
LAND Design

CONSULTANTS

MANAGEMENT

ENGINEERS
PLANNERS
SURVEYORS

PK 9383 1753



UNITY MAP

ABULATION

NOTES

24 5/2

57 2/4

4 4/2

30 1/4

46

THE FOLLOWING IS A SUMMARY OF THE ENVIRONMENTAL IMPACTS OF THE PROPOSED DEVELOPMENT AND THE MEASURES TO BE TAKEN TO MITIGATE SUCH IMPACTS. THE MEASURES TO BE TAKEN TO MITIGATE SUCH IMPACTS ARE AS FOLLOWS:

3. PARCEL A AND PARCEL B TO BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION, AND SHALL NOT BE DENIED, DEFACED OR OTHERWISE DISTURBED IN ANY MANNER AT ANY TIME WITHOUT THE APPROVAL OF THE APPROPRIATE COUNTY DEPARTMENTS.

SUBDIVISION P.L.A.

CE OVERLOOK

EE DISTRICT
COUNTY VIRGINIA

100-118

FAIRFAX COUNTY

NEW BRANCH OFFICE

REFERENCE OVERLOOK

SHEET 1 OF 2

NOV 1994

SHEET NUMBER

31 140K

4 ENGINEERING GEO AND/OR SOIL REPORTS HAVE BEEN REVIEWED AND

COUNTY REF #8971-SD-01

FIELD FOR RECORD ON OR BEFORE

3/31/95

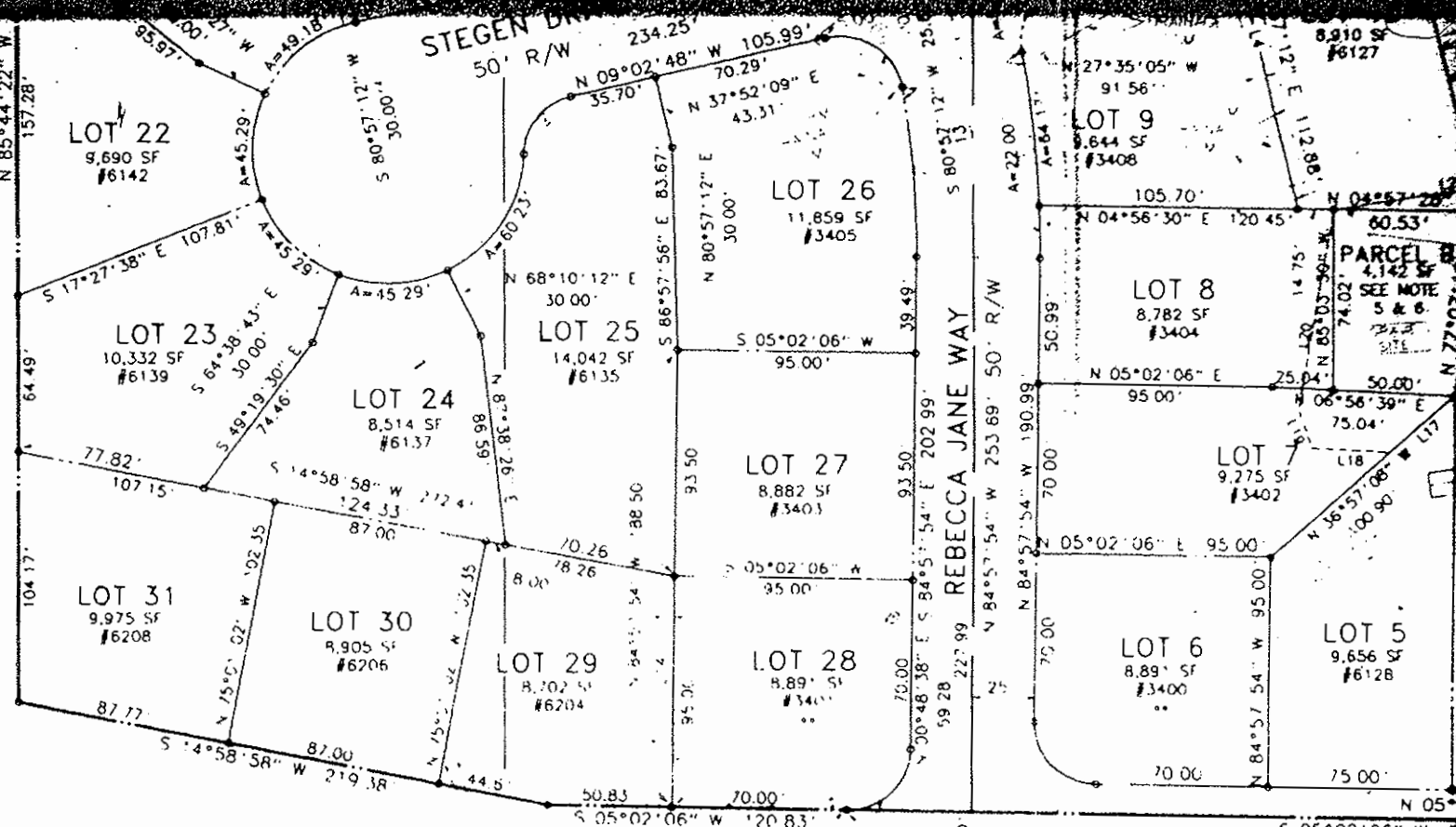
4/4/95

TAM

Table with multiple columns and rows of data, likely a survey or measurement table. The data is too faint to transcribe accurately but appears to include numerical values and possibly stationing or coordinates.

BK 9383 1755

NOTES
OF SALE



** NO ACCESS ONTO FLORENCE LANE
BE PERMITTED FROM LOTS 6 AND 28

[illegible]

HEREBY DEDICATED FOR
PUBLIC STREET PURPOSES
60.134 SF

TRUE NORTH

LAND Design

CONSULTANTS

8569-E SUDLEY ROAD
MANASSAS, VA. 22110
(703) 631-8387

ENGINEERS
PLANNERS
SURVEYORS

AL SUBDIVISION PLAT
ENCE OVERLOOK

LEE DISTRICT
FAF COUNTY, VIRGINIA

FINAL PLAT

RECOMMENDED FOR APPROVAL
AIRFAF COUNTY
SITE REVIEW BRANCH CHIEF

3/31/76 *[Signature]*
DATE HIS AGENT

4/4/76 *[Signature]*

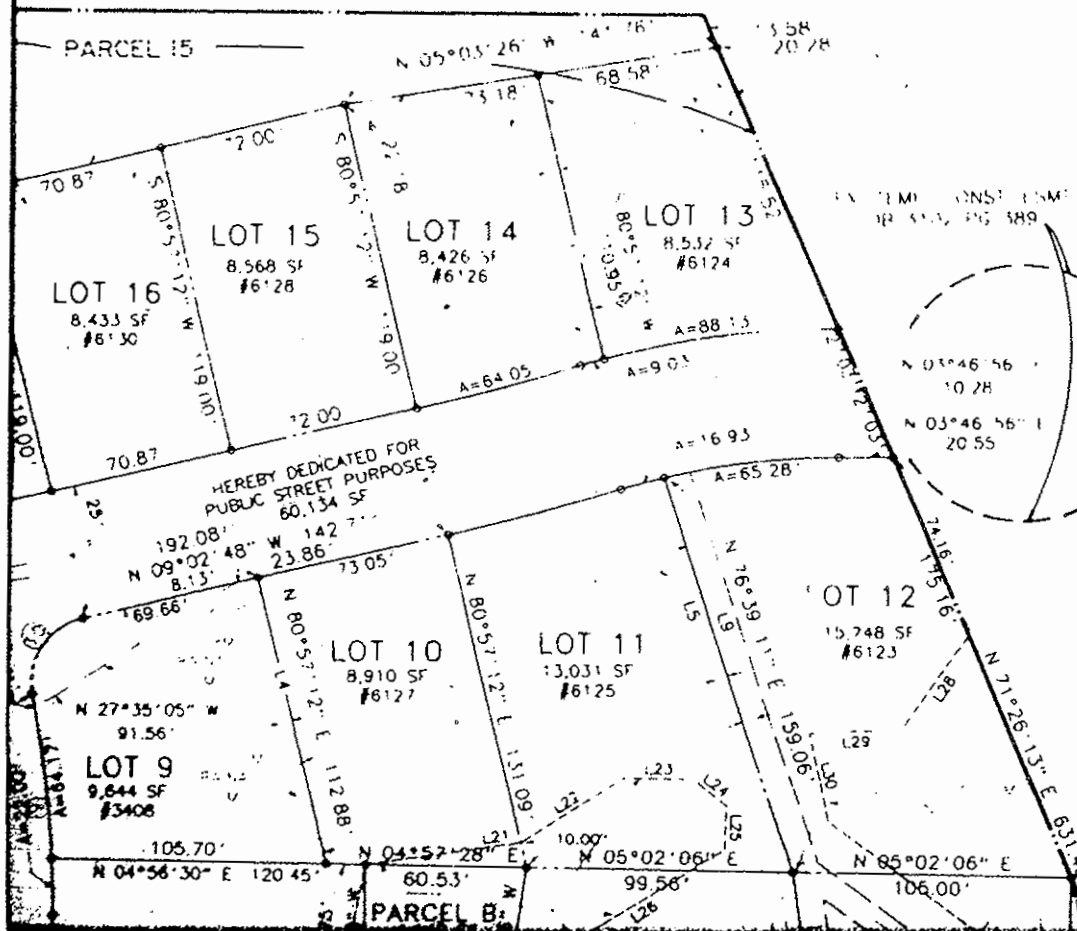
APPROVED FOR RECORD
COUNTY CLERK

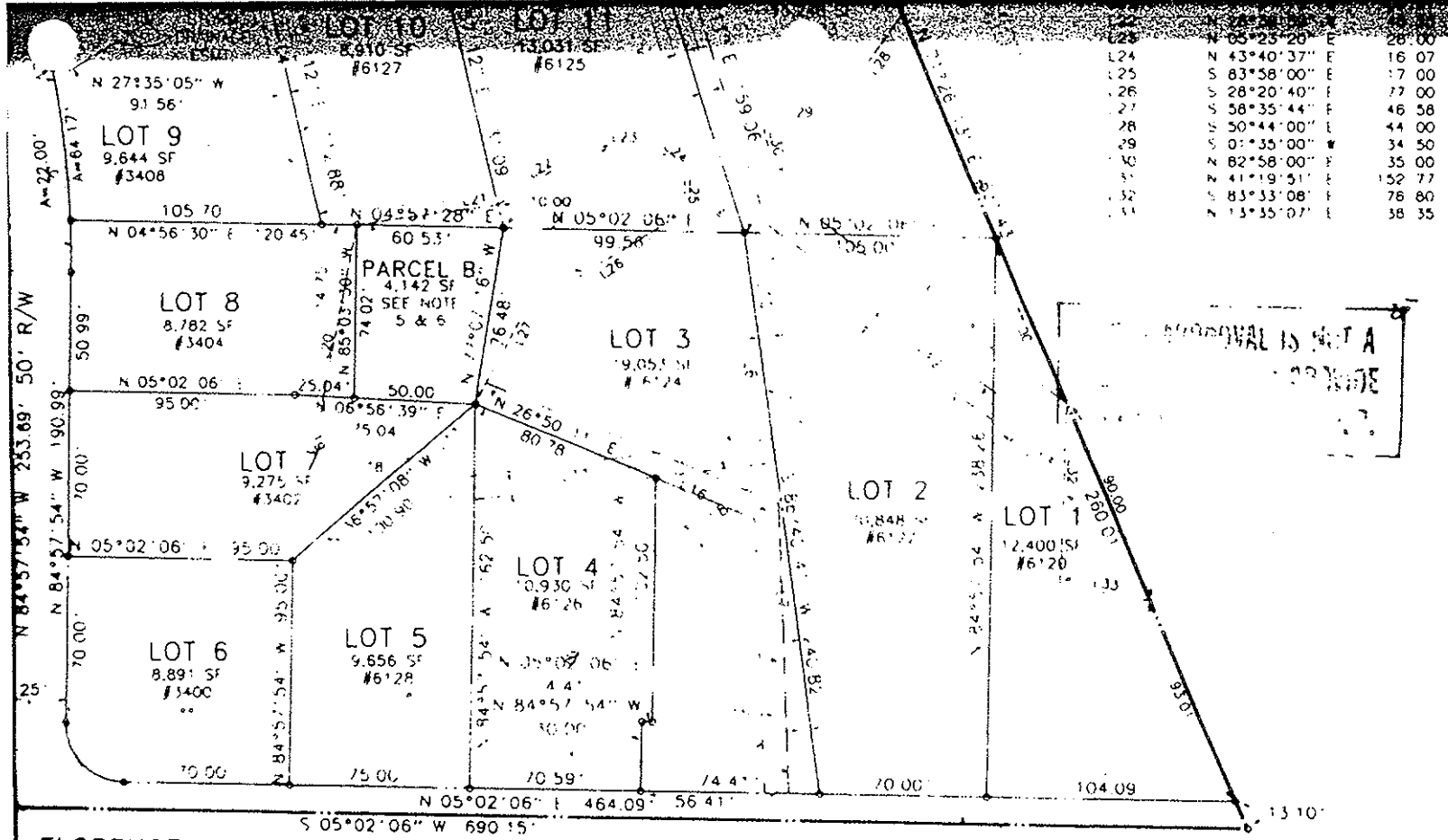
STEGEN DRIVE

50' R/W
ROUTE 4326

LINE TABLE

Name	Angle	Distance
L17	S 36°57'08" E	35.52
L18	S 06°56'39" W	32.00
L19	S 74°54'20" W	17.00
L20	N 75°13'37" W	83.82
L21	N 04°31'19" W	58.91
L22	N 28°39'58" W	48.55
L23	N 05°23'20" E	28.00
L24	N 43°40'37" E	16.07
L25	S 83°58'00" E	17.00
L26	S 28°20'40" E	77.00
L27	S 58°35'44" E	48.58
L28	S 50°44'00" E	44.00
L29	S 01°35'00" W	34.50
L30	N 82°58'00" E	35.00
L31	N 41°19'51" E	152.77
L32	S 83°33'08" E	78.80
L33	N 13°35'07" E	38.35





FLORENCE LANE - RTE. 891
VARIABLE R/W

** NO ACCESS ONTO FLORENCE LANE WILL
BE PERMITTED FROM LOTS 6 AND 28

ALL ACCESS TO THE LOTS
SHOWN IS BY THE HIGHWAY & THE
LOTS ARE TO BE SEPARATED BY THE
LOTS ARE TO BE SEPARATED BY THE
LOTS ARE TO BE SEPARATED BY THE
LOTS ARE TO BE SEPARATED BY THE

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

By M. Shahab Khan
Date 12/7/95

24	N 05°23'20" E	28.00
25	N 43°40'37" E	16.07
26	S 83°58'00" E	17.00
27	S 28°20'40" E	77.00
28	S 58°35'44" E	46.58
29	S 50°44'00" E	44.00
30	S 01°35'00" W	34.50
31	N 82°58'00" E	35.00
32	N 41°19'51" E	52.77
33	S 83°33'08" E	76.80
34	N 13°35'07" E	38.35

FINAL SUBDIVISION PLAT

FLORENCE OVERLOOK

LEE DISTRICT
FAIRFAX COUNTY, VIRGINIA

SCALE
1"=50'

SHEET 2 OF 2

DATE:
NOV. 1994

FILE NUMBER
911-140A

951-8886