

SCHEDULE "A"
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EDGEMOORE INVESTMENT GROUP, L.L.C., a Virginia limited liability company, the Declarant, is the owner of certain lots in the County of Fairfax, State of Virginia, which is more particularly described on the previously recorded plats.

THE PRESERVE COMMUNITY ASSOCIATION, INC., a Virginia nonstock corporation, the Association, is the owner of certain property in Fairfax County, State of Virginia, which is more particularly described on the previously recorded plats.

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

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to THE PRESERVE COMMUNITY ASSOCIATION, INC., a Virginia nonstock corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of

the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of this Association.

Section 4. "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 owners.

Section 5. "Lot" shall mean and refer to the Lots in PARKSIDE MANOR Subdivision, as shown upon the recorded subdivision plat, with the exception of Common Areas.

Section 6. "Residence" shall refer to the improvements erected on any Lot in the subdivision.

Section 7. "Declarant" shall mean and refer to EDGEMOORE INVESTMENT GROUP, L.L.C., a Virginia limited liability company, and its successors and assigns, if such successors or assigns acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Mortgagee" shall refer to any firm or entity holding a first mortgage or first deed of trust on any Lot or any Common Area, if the Association has been notified in writing of the existence of such mortgage or deed or trust.

Section 9. "Common Driveway" shall be the areas within the Ingress and Egress Easements as shown on the plats of the Property attached to the recorded Deeds of Subdivision, Dedication, Conveyance & Easements. Lots

Twenty-three (23) through Twenty-six (26), both inclusive, PARKSIDE MANOR are served by and have a right to use a Common Driveway.

ARTICLE II - EASEMENTS

Section 1. Easements for Encroachments and Overhang. There shall be reciprocal appurtenant easements for encroachments and overhangs as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the intentional or unintentional placement by Declarant or settling or shifting of Improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than one foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment or overhang exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

Section 2. Support Easement. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.

Section 3. Easements for Utilities. There is hereby reserved to the Association and Declarant permanent easements upon, across, above and under all Property for access, ingress, egress, installation, repair, replacement and maintenance of all utilities serving the Property or any portion thereof, including,

but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage, or for maintaining Common Areas.

Section 4. Easements for Entry. An Owner or his agent shall have an easement upon adjacent properties to the extent reasonably necessary to perform maintenance work and repairs on the Owner's fence or Improvements, such as caulking, painting, and repairing gutters and down spouts.

ARTICLE III - PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which 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 situated upon Common Area;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas, when acting in conformity to Fairfax County Zoning Ordinance Section 2-702(4), which requires that prior to disposal of common open space, such property must first be offered for dedication to the County or other appropriate governmental agency, to any public agency, authority, or utility

for such purpose and subject to such conditions as may be agreed to by the members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment 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.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they 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 and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the Declarant no longer owns any lot, or
- (b) on July 1, 2005.

ARTICLE V - COVENANTS FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area and Common Driveway serving the subdivision.

Section 3. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Dollars_(\$200.00) per Lot._

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be the same as the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by a vote of a majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose; provided, however, that the Board of Directors shall be empowered to raise the maximum annual assessment to a sum not greater than 110% of the maximum annual assessment due for the preceding year without a vote of the membership.

(d) Notwithstanding any contrary provision contained herein, the maximum annual assessment for the Class B members shall be as set forth hereinbelow provided the Declarant funds all budget deficits and maintains all Common Areas at no cost to the Association: (i) full assessment established herein on any dwelling for which a Fairfax County Residential Use Permit has been issued; and (ii) no assessments for any other Lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in part or in whole, the cost of any construction,

reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of 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 present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments for all Class A members of the Association must be fixed at a uniform rate and may be collected on a monthly, quarterly or annual basis as designated by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by Declarant to a Purchaser. The first monthly assessment shall be adjusted

according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or enforce its lien rights against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Deeds of Trust.

The lien of the assessments provided for herein shall be subordinate (1) to the lien of any first deed of trust, (2) the lien of any second deed of trust, and (3) the lien of any construction, or other development loan deed of trust, granted by Declarant, or its successors or assigns.

ARTICLE VI - ARCHITECTURAL CONTROL

Section 1. Requirement for Approval. No building, fence, wall, pavement, patio, play house or equipment, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration of the exterior appearance of any structure in the Subdivision, be made until the plans and specifications showing the nature,

kind, shape, height, color, material, and a site plan showing the location of such improvements with grading any modifications shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee composed of three (3) or more representatives appointed by the Board. Prior to approving, or disapproving, any such application, the Board, or its designated committee, shall first notify, in writing, any and all lot owners in the subdivision it reasonably determines may be affected by the requested change. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Any aggrieved party may appeal a decision of the Architectural Review Committee to the Board of Directors.

Section 2. Initial Construction by Declarant. Notwithstanding anything else contained in this Article VI, the construction of improvements by the Declarant (or by Declarant's assignee) on any Lot owned by the Declarant (or such assignee) shall not require the prior approval of the Architectural Review Committee.

Section 3. Procedures. The Architectural Review Committee shall: (a) adopt architectural standards and design guidelines subject to the confirmation of the Board of Directors; (b) periodically inspect the Property for compliance to adopted standards, guidelines and approved plans; and (c) maintain complete and accurate records of all actions taken.

Section 4. Enforcement. Any exterior addition, change, or alteration made without application to, and approval of, the Board of Directors, or its Architectural Review Committee shall be deemed to be in violation of this covenant, 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.

ARTICLE VII - COMMON DRIVEWAYS

Section 1. The Common Driveway shall be used exclusively for the purpose of ingress and egress to the Lots in common with the driveway (Lots 23 through 26) and there shall be no parking within the Common Driveway at any time except when contiguous lot owners (Lots 23 through 26) shall agree to temporary parking for house guests and except for moving, delivery and/or emergency vehicles.

Section 2. The cost of the reasonable repair, regular maintenance and snow removal of the common driveway area shall be shared equally by the owners who make use of the Common Driveway. If any dispute arises regarding reasonable repair, regular maintenance and snow removal of the common driveway, then the dispute shall be submitted to arbitration according to the rules of the American Arbitration Association. Notwithstanding any provision herein to the contrary, the Association shall be financially responsible and maintain a reserve account for the re-paving the Common Driveway when necessary. All Owners in the subdivision shall contribute equally to the reserve account for the re-paving of the Common Driveway.

Section 3. No act shall be performed by any owner of a Lot, their tenants, guest or agents which would in any way affect or jeopardize the free and continuous use and enjoyment of any other owner in and to the said Common Driveway or his lot.

Section 4. In the event of any dispute arising concerning the use, repair and maintenance of said Common Driveway, which cannot be resolved by the lot owners using the Common Driveway, such dispute shall be resolved by arbitration according to the rules of the American Arbitration Association.

ARTICLE VIII - FEDERAL AGENCY PROVISIONS

Section 1. Any Mortgagee, upon request, will be given written notification from the Association of any default by the Owner of a Lot encumbered by such Mortgage in the performance of any obligation under this Declaration, the Articles of Incorporation, or the By-Laws, which is not cured within sixty (60) days.

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

Section 3. A Mortgagee shall have the right to examine the books and records of the Association. Unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each Mortgage owned) or Owners have given their prior written approval, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area; provided, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area, or a resubdivision of Lots and Common Area by the Declarant (and its successors and assigns), shall not be deemed a transfer within the meaning of this clause;

(b) Change the method of determining assessments, dues or other changes which may be levied against an Owner:

(c) By act or omission change, waive or abandon the architectural controls established by this Declaration;

(d) Fail to maintain fire and extended coverage on insurable parts of the Common Area 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); or

(e) Use hazard insurance proceeds for losses to the Common Area for other than the repair, replacement, or reconstruction of the Common Area.

Section 4. All Mortgagees 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.

Section 5. The assessments imposed by the Association shall include a projected adequate reserve fund for maintenance, repairs, and replacements for those parts of the Common Area designated as such on any subdivision record plat that may require replacement or maintenance on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments.

Section 6. Proceeds of casualty insurance paid to the Association by reason of any loss to the Common Area, or any condemnation proceeds paid to the Association, shall, to the extent not used to repair or restore the Common Area, be distributed equally to the Owners of each Lot, subject, however, to the rights of any Mortgagee with respect to the proceeds payable to the Owner of the Lot encumbered by such Mortgagee's Mortgage.

ARTICLE IX - RESALE OF LOTS

Section 1. An Owner who resells his Lot shall comply with the following conditions:

(A) The deed conveying title to a Lot shall contain a provisions which incorporates by reference all of the covenants and restrictions set forth in this Declaration and any amendment hereto or supplementary or restated declaration.

(B) Prior to settlement on the sale of a Lot, the Owner shall obtain from the Association and provide the prospective contract purchaser a certificate (the "Resale Certificate") which sets forth (i) the existence of the Association, (ii) the amount of any outstanding assessments or other charges against such Lot,

(iii) the amount of the current annual assessment or periodic installment of the annual assessment on the Lot, (iv) the status of any violation of this Declaration which may exist with respect to such Lot at the time of the Resale Certificate is prepared, and (v) such other information as may be required by law. The Association shall, upon demand, and for a reasonable charge, furnish such a Resale Certificate signed by an officer of the Association. A properly executed Resale Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

ARTICLE X - GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The Covenants and restrictions of this Declaration shall run with the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not

less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. (a) Within twenty-one (21) years from the date of this Declaration, additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; (b) additional land, lots, and common area; however, may be annexed by the Declarant without the consent of members within ten (10) years from the date of this instrument without the consent of either class of members.

Section 5. Restrictive covenants. The restrictive covenants attached hereto as Schedule B shall run with the land and be binding upon all owners, their heirs, successors and assigns.

c:\hoa\hoa\parkside manor schedule a