

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by HOWARD SIMON and MARSHALL E. FREEDMAN, TRUSTEES FOR HOMAR, and HOWARD SIMON and MARSHALL E. FREEDMAN, TRUSTEES FOR BURKE STATION JOINT VENTURE, hereinafter referred to as "Declarant".

* * W I T N E S S E T H * *

WHEREAS, Declarant is the owner of a certain property known as BURKE STATION SQUARE SECTION TWO-B, as the same is duly dedicated, platted and recorded in Deed Book 3339 at page 290, in the County of Fairfax, State of Virginia, which is more particularly described as:

Beginning at a point on the Easterly line of Ridge Ford Drive, the Southwest corner of Lot 10, Section 2-A, Burke Station Square; thence with the Southerly line of Lot 10 N 70° 54' 02" E, 181.93 feet to the Southeast corner of the said Lot 10; thence running through the property of Homar the following courses: with a curve to the right, whose radius is 2141.83 feet and whose chord is S 05° 52' 21" W, 2001.56 feet, an arc distance of 2082.63 feet; S 33° 43' 43" W, 63.18 feet and S 88° 25' 54" W, 38.11 feet to a point on a Northeasterly line of now or formerly A. C. Jones, Jr., and W.M. Stone, Trustees; thence with Jones and Stone, Trustees N 49° 10' 40" W, 942.94 feet to the Easternmost corner of Guardian Construction Company, Inc.; thence with Guardian Construction Company, Inc. N 47° 13' 23" W, 199.45 feet to the Southernmost corner of Lot 99 of the aforementioned Section 2A, Burke Station Square, thence with the Southeasterly lines of Section 2A, Burke Station Square the following courses: N 45° 38' 58" E, 288.33 feet; N 49° 13' 23" E, 342.99 feet; N 56° 34' 33" E, 75.64 feet; N 29° 48' 15" W, 70.71 feet; N 02° 08' 12" E, 88.21 feet; N 01° 19' 44" W, 81.24 feet; N 36° 20' 04" E, 97.08 feet; N 17° 06' 45" W, 166.50 feet; N 20° 36' 46" E, 58.15 feet; N 31° 26' 25" E, 52.06 feet; N 47° 23' 33" E, 68.04 feet; N 75° 30' 22" E, 201.48 feet; N 29° 15' 37" E, 51.58 feet; N 71° 06' 08" E, 155.10 feet and with a curve to the left, whose radius is 2219.75 feet and whose chord is N 18° 59' 55" W, 7.82 feet, an arc distance of 7.82 feet to the point of beginning, containing 34.52486 acres of land;

AND

Beginning at the Northernmost corner of Lot 2 of the aforementioned Section 2A, Burke Station Square; thence running through the property of Homar and continuing with the Easterly line of Burke Station Joint Venture N 26° 44' 33" W, 860.49 feet to the Northernmost corner of Burke Station Joint Venture; thence running through the property of Homar N 63° 15' 27" E, 65.62 feet to a point on the Southwesterly line of Lot 25, Section 3,

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value and desirability of, and which 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 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 BURKE STATION CITIZENS ASSOCIATION, 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. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property described as follows:

Beginning at a point on the Southeasterly line of Burke Road (Route #652) as dedicated with Burke Station Square, Section One as recorded in Deed Book 3281 at page 468 among the land records of Fairfax County, Virginia, said point being N37°43'13"E, 1610.00 feet and S57°13'08"E, 30.11 feet from the Northernmost corner of a property of Guardian Construction Co., Inc. (formerly P. S. Palmer); thence departing Burke Road and running through the property of Burke Station Joint Venture and continuing with the lines of Homar S57°13'08"E, 407.39 feet and S26°36'55"W, 32.91 feet to a point on the Northerly line of

2023-02-17

Burke Station Square, Section 2A as recorded in Deed Book 3339 at page 278 among the land records of Fairfax County, Virginia; thence running through Burke Station Square, Section 2A with the lines of formerly Homar the following courses: S26°36'55"W, 351.96 feet; S37°43'13"W, 520.00 feet and N52°16'47"W, 107.84 feet to a point in a southeasterly line of Burke Station Joint Venture; thence running through Burke Station Joint Venture N52°16'47"W, 158.34 feet to a point marking a corner to the aforementioned Burke Station Square, Section One; thence running with the lines of Burke Station Square, Section One the following courses: N52°53'05"E, 40.39 feet; S37°06'55"E, 100.00 feet; N52°53'05"E, 161.29 feet; N62°39'00"E, 98.38 feet; N25°18'44"E, 363.49 feet; N56°03'46"E, 150.92 feet; N26°36'55"E, 100.00 feet; N63°23'05"W, 76.81 feet; with a curve to the right, whose radius is 335.93 feet and whose chord is N57°49'57"W, 65.01 feet, an arc distance of 65.11 feet; N52°16'47"W, 167.62 feet; with a curve to the right, whose radius is 27.00 feet and whose chord is N07°16'47"W, 38.18 feet, an arc distance of 42.41 feet and N37°43'13"E, 2.59 feet to the point of beginning, containing 2.55635 acres of land.

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

Section 6. "Declarant" shall mean and refer to HOWARD SIMON and MARSHALL E. FREEDMAN, TRUSTEES FOR HOMAR, and HOWARD SIMON and MARSHALL E. FREEDMAN, TRUSTEES FOR BURKE STATION JOINT VENTURE, their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

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 title to every Lot, subject to the following provisions:

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

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

ARTICLE III

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall terminate on the happening of either of the following events, whichever occurs earlier.

(a) When the Declarant no longer owns any Lots in the subdivision.

(b) On December 31, 1974.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

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interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the 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 assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes, situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWELVE DOLLARS (\$12.00) per Lot.

(a) 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 each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of membership.

(b) 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 above three percent (3%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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 whole or in part, 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 Section 3 or 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. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

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 Common Area. The first annual 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 annual 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. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

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 six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any

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proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered in any lot nearer to any street than the minimum building set back line unless similarly approved. The Architectural Committee is composed of Carl M. Freeman, Tusculum Farm, Gaithersburg, Maryland, Howard Simon, 6911 Carmichael Avenue, Bethesda, Maryland, and Marshall E. Freedman, 11705 Orebaugh Avenue, Wheaton, Maryland. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to the covenants. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument

to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relative covenants shall be deemed to have been fully complied with. The ground floor area of the main structure, for single family detached dwelling exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.

ARTICLE VI

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 and 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 effect any other provisions which shall remain in full force and effect.

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) 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 of other additional property not provided for herein shall require the assent of two-thirds (2/3) of the Class A members and two thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty-seven percent (67%) of 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 requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 5. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 3244 at page 578, of the records of Fairfax County, Virginia, such additional lands may be annexed to said Properties without the assent of the Class A members; provided however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty-seven percent (67%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the

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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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th day of July, 1971.

HOMAR, a Joint Venture


BY: Marshall E. Freedman
Marshall E. Freedman

BY: Howard Simon
Howard Simon

STATE OF Maryland,
COUNTY OF Montgomery; To-wit;
I, HOWARD M. WALKER, a Notary Public in and for the State and County aforesaid, do hereby certify that MARSHALL E. FREEDMAN and HOWARD SIMON, whose names are signed to the foregoing writing bearing date on the _____ day of _____ 19____, has personally appeared before me in my State and County aforesaid and acknowledged the same.

GIVEN under my hand this _____ day of _____, 19____

My commission expires: July 4, 1974

Howard M. Walker
Notary Public


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DEED BOOK 3462 pg 750

BURKE STATION JOINT VENTURE

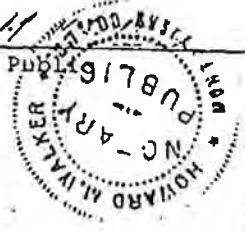
BY: Marshall E. Freedman
Marshall E. Freedman

BY: Howard Simon
Howard Simon

STATE OF Maryland,
COUNTY OF Montgomery to-wit:

I, the undersigned notary public in and for the county and state aforesaid do hereby certify that Marshall E. Freedman and Howard Simon whose names are signed to the foregoing writing bearing date on the day of have acknowledged the same before me in my said county and state aforesaid.

GIVEN under my hand this day of My commission expires : July 1, 1974

Howard M. Walker
Notary Public 1978


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REAL TITLE CORPORATION, A Virginia Corporation

By: Herbert N. Morgan
Executive Vice President

Judith L. Seasons
Assistant Secretary

STATE OF VIRGINIA)
) TO-WIT:
COUNTY OF)

I, the undersigned, a Notary Public in and for the County aforesaid, do hereby certify that Herbert N. Morgan and Judith L. Seasons whose names as Executive Vice President and Assistant Secretary, respectively, of Real Title Corporation, A Virginia Corporation, are signed to the writing foregoing and hereto annexed, bearing dated on the 6th day of July, 1971, personally appear before me in my said County aforesaid and acknowledged said writing to be the act and deed of their said Corporation, and the seal thereto affixed to be the corporate seal, and the writing so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said Corporation.



GIVEN under my hand this 6th day of July, 1971.

My Commission expires: May 9, 1972

In the Office of the Circuit Court of Fairfax County, Virginia JUL 19 1971 at 2:55 P.M.
This instrument was received and, with the certificate annexed, admitted to record

Mary E. Harris
Notary Public

John T. Frey
Clerk

FINIS
July 9, 1971

A COPY TESTE:
JOHN T. FREY, CLERK
By: John T. Frey
Deputy Clerk

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by HOWARD SIMON and MARSHALL E. FREEDMAN, TRUSTEES, FOR HOMAR, and HOWARD SIMON and MARSHALL E. FREEDMAN, TRUSTEES FOR BURKE STATION JOINT VENTURE, hereinafter referred to as "Declarant".

* * W I T N E S S E T H * *

WHEREAS, Declarant is the owner of certain property known as BURKE STATION SQUARE SECTION TWO-A, as the same is duly dedicated, platted and recorded in Deed Book 3339 at page 272, in the County of Fairfax, State of Virginia, which is more particularly described as:

Beginning at a point marking the terminus of the Northeasterly line of Ridge Ford Road as dedicated in Burke Station Square, Section One as recorded in Deed Book 3281 at page 468 among the land records of Fairfax County, Virginia; thence running through the properties of Burke Station Joint Venture, and Homar, the following courses: S 63° 23' 05" E, 226.41 feet; with a curve to the right, whose radius is 1465.00 feet and whose chord is S 54° 44' 32" E, 440.29 feet, an arc distance of 441.96 feet; N 43° 54' 01" E, 268.30 feet; S 26° 44' 33" E, 656.86 feet; with a curve to the right whose radius is 2141.83 feet and whose chord is S 24° 21' 47" E, 177.84 feet, an arc distance of 177.90 feet; S 70° 54' 02" W, 181.93 feet; with a curve to the right, whose radius is 2219.75 feet and whose chord is S 18° 59' 55" E, 7.82 feet, an arc distance of 7.82 feet; S 71° 06' 08" W, 155.10 feet; S 29° 15' 37" W, 51.58 feet; S 75° 30' 22" W, 201.48 feet; S 47° 23' 33" W, 68.04 feet; S 31° 26' 25" W, 52.06 feet; S 20° 36' 46" W, 58.15 feet; S 17° 06' 45" E, 166.50 feet; S 36° 20' 04" W, 97.08 feet; S 01° 19' 44" E, 81.24 feet; S 02° 08' 12" W, 88.21 feet; S 29° 48' 15" E, 70.71 feet; S 56° 34' 33" W, 75.64 feet; S 49° 13' 23" W, 342.99 feet; and S 45° 38' 58" W, 288.33 feet to a point on the Northeasterly line of Guardian Construction Co., Inc.; thence with Guardian Construction Co., Inc. N 47° 13' 23" W, 1407.00 feet to a point the Southernmost corner of Burke Station Joint Venture; thence running with the Southeasterly line of Burke Station Joint Venture the following courses: N 37° 27' 15" E, 182.00 feet; N 49° 29' 05" E, 436.59 feet; and N 37° 27' 15" E, 354.59 feet to a point on the Southeasterly line of the aforementioned Burke Station Square, Section One; thence with Burke Station

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REF: 3465 PAGE 404

Square, Section One the following courses: N 62° 39' 00" E, 78.92 feet; N 25° 18' 44" E, 363.49 feet; N 56° 03' 46" E, 150.92 feet and N 26° 36' 55" E, 100.00 feet to the point of beginning, containing 55.24754 acres of land.

~~Being more particularly described on a plat hereto attached and made a part hereof:~~

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1500 OLD CHAIN BRIDGE RD.
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NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 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 BURKE STATION CITIZENS ASSOCIATION, 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. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property described as follows:

Beginning at a point on the Southeasterly line of Burke Road (Route #652) as dedicated with Burke Station Square, Section One as recorded in Deed Book 3281 at page 468 among the land records of Fairfax County, Virginia, said point being N37°43'13"E, 1610.00 feet and S57°13'08"E, 30.11 feet from the Northernmost corner of a property of Guardian Construction Co., Inc. (formerly P. S. Palmer); thence departing Burke Road and running through the property of Burke Station Joint Venture and continuing with the lines of Homar S57°13'08"E, 407.39 feet and S26°36'55"W, 32.91 feet to a point on the Northerly line of

Burke Station Square, Section 2A as recorded in Deed Book 3339 at page 278 among the land records of Fairfax County, Virginia; thence running through Burke Station Square, Section 2A with the lines of formerly Homar the following courses: S26°36'55"W, 351.96 feet; S37°43'13"W, 520.00 feet and N52°16'47"W, 107.84 feet to a point in a southeasterly line of Burke Station Joint Venture; thence running through Burke Station Joint Venture N52°16'47"W, 158.34 feet to a point marking a corner to the aforementioned Burke Station Square, Section One; thence running with the lines of Burke Station Square, Section One the following courses: N52°53'05"E, 40.39 feet; S37°06'55"E, 100.00 feet; N52°53'05"E, 161.29 feet; N62°39'00"E, 98.38 feet; N25°18'44"E, 363.49 feet; N56°03'46"E, 150.92 feet; N26°36'55"E, 100.00 feet; N63°23'05"W, 76.81 feet; with a curve to the right, whose radius is 335.93 feet and whose chord is N57°49'57"W, 65.01 feet, an arc distance of 65.11 feet; N52°16'47"W, 187.62 feet; with a curve to the right, whose radius is 27.00 feet and whose chord is N07°16'47"W, 38.18 feet, an arc distance of 42.41 feet and N37°43'13"E, 2.59 feet to the point of beginning, containing 2.55635 acres of land.

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

Section 6. "Declarant" shall mean and refer to HOWARD SIMON and MARSHALL E. FREEDMAN, TRUSTEES FOR HOMAR, and HOWARD SIMON and MARSHALL E. FREEDMAN, TRUSTEES FOR BURKE STATION JOINT VENTURE their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

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 title to every Lot, subject to the following provisions:

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

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

ARTICLE III

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:

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall terminate on the happening of either of the following events, whichever occurs earlier.

(a) When the Declarant no longer owns any Lots in the subdivision.

(b) On December 31, 1974.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

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interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the 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 assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes, situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWELVE DOLLARS (\$12.00) per Lot.

(a) 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 each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of membership.

(b) 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 above three percent (3%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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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 whole or in part, 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 Section 3 or 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. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and

special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

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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 Common Area. The first annual 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 annual 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. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

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 six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any

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proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered in any lot nearer to any street than the minimum building set back line unless similarly approved. The Architectural Committee is composed of Carl M. Freeman, Tusculum Farm, Gaithersburg, Maryland, Howard Simon, 6911 Carmichael Avenue, Bethesda, Maryland, and Marshall E. Freedman, 11705 Orebaugh Avenue, Wheaton, Maryland. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to the covenants. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument

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to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relative covenants shall be deemed to have been fully complied with. The ground floor area of the main structure, for single family detached dwelling exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.

ARTICLE VI

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 and 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 effect any other provisions which shall remain in full force and effect.

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) 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 of other additional property not provided for herein shall require the assent of two-thirds (2/3) of the Class A members and two thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty-seven percent (67%) of 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 requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

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Section 5. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 3244 at page 578, of the records of Fairfax County, Virginia, such additional lands may be annexed to said Properties without the assent of the Class A members; provided however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty-seven percent (67%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the

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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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of _____, 19 _____

HOMAR, a Joint Venture

BY: Marshall E. Freedman
Marshall E. Freedman

BY: Howard Simon
Howard Simon

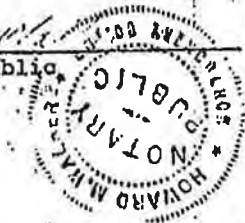
STATE OF Maryland To-wit:
COUNTY OF Montgomery

I, Howard M. Walker, a Notary Public in and for the State and County aforesaid, do hereby certify that MARSHALL E. FREEDMAN and HOWARD SIMON, whose names are signed to the foregoing writing bearing date on the _____ day of _____, 19 _____, has personally appeared before me in my State and County aforesaid and acknowledged the same.

GIVEN under my hand this _____ day of _____, 19 _____

My commission expires: July 1, 1974

Howard M. Walker
Notary Public



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BURKE STATION JOINT VENTURE

BY: Marshall E. Freedman
Marshall E. Freedman

BY: Howard Simon
Howard Simon

STATE OF Maryland)
COUNTY OF Montgomery) to-wit:

I, the undersigned notary public in and for the county and state aforesaid, do hereby certify that Marshall E. Freedman and Howard Simon, whose names are signed to the foregoing writing bearing date on the day of , have personally appeared before me in my State and County aforesaid and acknowledged the same.

GIVEN under my hand this day of ,

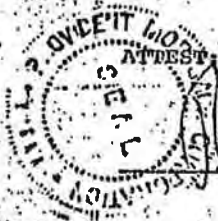
My commission expires: July 1, 1974

Harwood M. Phillips
Notary Public

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& PAVIN
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MCLEAN, VIRGINIA, 22101

PROVIDENT MORTGAGE CORPORATION,
A Virginia Corporation

By: Paul M. Denny
Vice President



Alice E. Nolte
Secretary

STATE OF VIRGINIA)
DISTRICT OF COLUMBIA) TO-WIT:
COUNTY OF)

I, the undersigned, a Notary Public in and for the District of Columbia aforesaid, do hereby certify that Paul M. Denny and Robert F. Silver whose names as Vice President and Secretary, respectively, of Provident Mortgage Corporation, A Virginia Corporation, are signed to the writing foregoing and hereto annexed, bearing dated on the _____ day of _____, 1971, personally appeared before me in my said District of Columbia aforesaid and acknowledged said writing to be the act and deed of their said Corporation, and the seal thereto affixed to be the corporate seal, and the writing so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said Corporation.

GIVEN under my hand this 30th day of JUNE, 1971.

My Commission expires: My Commission Expires Feb. 19, 1976



Alice E. Nolte
Notary Public D. C.
Alice E. Nolte

By: Malcolm A. Belt
Malcolm A. Belt, Trustee

By: Paul M. Denny
Paul M. Denny, Trustee

~~STATE OF VIRGINIA~~)
~~DISTRICT OF COLUMBIA~~)
~~COUNTY OF~~)

TO-WIT:

I, the undersigned Notary Public in and for the District ~~County and State~~ aforesaid do hereby certify that Malcolm A. Belt and Paul M. Denny whose names are signed to the foregoing writing bearing date on the ____ day of _____, 1971, have acknowledged the same before me in my said ~~County District and State~~ aforesaid.

GIVEN under my hand this 27th day of JUNE, 1971.

My Commission Expires: _____ My Commission Expires P.S. 12, 1975

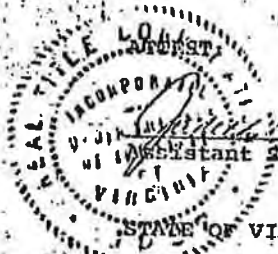


Alice E. Nolte

Notary Public D.C.
Alice E. Nolte

REAL TITLE CORPORATION, A Virginia Corporation

By: Harbert N. Morgan
Executive Vice President



Julia L. Sassone
Assistant Secretary

STATE OF VIRGINIA)
COUNTY OF Arlington) TO-WIT:

I, the undersigned, a Notary Public in and for the County aforesaid, do hereby certify that Harbert N. Morgan and Julia L. Sassone whose names as Executive Vice President and Assistant Secretary, respectively, of Real Title Corporation, A Virginia Corporation, are signed to the to the writing foregoing and hereto annexed, bearing dated on the XIX day of July, 1971, personally appeared before me in my said County aforesaid and acknowledged said writing to be the act and deed of their said Corporation, and the seal thereto affixed to be the corporate seal, and the writing so signed and acknowledged by them and the said seal so affixed by authority of the Board of Directors of said Corporation.

GIVEN under my hand this 19th day of July, 1971.
My Commission expires: September 15, 1973.

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia JUL 19 1971 at 2:00 P.M.
This instrument was received and, with the certificate annexed, admitted to record
Testes:

William J. Ford
Clerk

Julia L. Sassone
Notary Public

