

BY-LAWS
of
SPRINGFIELD STATION HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is **SPRINGFIELD STATION HOMEOWNER'S ASSOCIATION**, hereinafter referred to as the "ASSOCIATION". The principal office of the Corporation shall be located at 210 East Broad Street, Falls Church, VA 22046, but meetings of members and directors may be held at such places within the State of Virginia, County of Prince William, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to SPRINGFIELD STATION HOMEOWNER'S ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "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 Areas that may be contained therein or appurtenant thereto.

Section 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the properties, including contract sellers, but excluding those

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having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Section 8, a Limited Partnership, A Virginia Partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable the Properties recorded in the Office of the Land Records of Fairfax County, Virginia.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot owned as described above. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period of not to exceed sixty (60) days for violation of any rules and regulations established by the Board of Directors governing the use of the Common and Parking Areas and facilities.

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ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member shall be entitled to the use and enjoyment of the Common Areas and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the common Areas and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the Secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Corporation shall be managed by a Board of from three (3) to nine (9) directors, who need not be members of the Association. The exact number of persons who shall constitute the entire Board of Directors shall be determined annually by the Members.

Section 2. Term of Office. The Board of Directors shall be divided into three Classes, as nearly equal in number as may be possible, with the term of office of one class expiring each year, and at the first annual meeting of members directors of the first class shall be elected to hold office for a term expiring at the next succeeding annual meeting; directors of the second class shall be elected to hold office for a term expiring at the second succeeding annual meeting; and directors of the third class shall be elected to hold office for a term expiring at the third succeeding annual meeting. Thereafter, at each annual meeting of members, the successors to the class of directors whose terms shall then expire shall be elected to hold office for a term expiring on the third succeeding annual meeting. When the aggregate number of directors is changed by the Board of Directors, any newly created directorships or any decrease in directorships shall be so apportioned among the classes so as to make all classes as nearly equal in number as may

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be possible. No decrease in the aggregate number of directors shall shorten the term of any incumbent director. A director appointed to fill a vacancy in the Board of Directors shall serve the balance of the term of office of his predecessor.

Section 3. Vacancies. Vacancies arising because of death, resignation or under other provisions of these By-Laws shall be filled by the affirmative vote of a majority of the entire Board of Directors then in office and any director so chosen shall hold office for the term set forth in Section 2 above until his successor is duly elected and shall qualify.

Section 4. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Corporation. In the event of such removal of a director, his successor shall be selected by the remaining members of the Board in accordance with Section 3 above.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made and determined by a Nominating Committee made up of three persons. Nominations may also be made from the floor at the annual meeting but may not be so made to increase the aggregate number of persons determined by the Nomination Committee to constitute the entire Board of Directors. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two members of the Association who may also be members of the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members and shall serve until their successors are chosen prior to the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors

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as it shall in its discretion determine. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least as often as quarterly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Corporation, or by any two directors, after not less than three (3) days written notice to each director at his residence or place of business or after not less than two (2) days personal notice. Any director who attends a special meeting in person shall be deemed to have waived notice of such meeting, whether actually given or not.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every action done or made by a majority of the directors present at a duly held meeting at which a quorum is present, shall be regarded as the act of the Board.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors duly called and held.

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ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Corporation pursuant to the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Article of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties and enter into contracts in connection with such duties.

Section 2. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expense incurred in the performance of his duties.

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Section 3. Duties. It shall be the duty of the Board of Directors to

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by Class A members entitled to cast one-fourth (1/4) of the votes of such class;

(b) Supervise all officers, agents and employees of the Corporation, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(i) Fix the amount of the annual assessment against each Lot or Living Unit at least thirty (30) days in advance of each annual assessment period;

(ii) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

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(d) Issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether the assessment has been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment. The Board of Directors shall have the duty to foreclose the lien against any property for which assessments are thirty (30) days delinquent;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Areas to be maintained; and

(h) Establish a capital reserve account.

ARTICLE IX

COMMITTEES

Section 1. The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or office of the Association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of

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each year thereafter, at the hour of eight o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4) of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease conveyance by the member of his lot. No proxy shall be issued except for a specific meeting or in the event such meeting shall be recessed or set at a new time for lack of quorum such proxy shall remain valid until the adjournment of the meeting wherein quorum has been achieved. This, however, shall not apply to Class "B" membership.

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ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time, be resolution, create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any other time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the office he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

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President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, alone with such other person as designated by the Board of Directors.

Vice President

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such others duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their address and shall perform such other duties as required by the Board.

Treasurer

- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times,

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during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SPRINGFIELD STATION HOMEOWNER'S ASSOCIATION, INC.

ARTICLE XV

AMENDMENTS

Section 1. Amendments to these By-Laws may be made upon a resolution to amend receiving more than 75% of the votes of members, entitled to vote, which vote may be cast by members present or represented by proxy.

Section 2. FHA/VA Approval. As long as there is a Class 3 membership,

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the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, amendment of the Declaration of Covenants, Conditions and Restrictions, and the amendment of these By-Laws.

Section 3. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI

MISCELLANEOUS

The Fiscal year of the Association shall begin on the 1st day of January, and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

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Although these restrictions read affecting Section 8-B, Rolling Valley (this is the recorded name of the subdivision), they are the same for Section 8-A)

RESTRICTIVE COVENANTS AFFECTING SECTION 8-B, ROLLING VALLEY
Subdivision, recorded in Deed Book 3476 at page 228, among the land records of
Fairfax County, Virginia.

NOW, THEREFORE, Declarant hereby declares that all of the properties described
above shall be held, sold and conveyed subject to the following easements and
restrictions, for the purpose of enhancing the value, desirability, and attractiveness of
the real property. These easements, covenants, restrictions and conditions shall run
with the real property and shall be binding on all parties having or acquiring any rights,
title or interest in the described properties or any part thereof, and shall inure to the
benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SPRINGFIELD STATION
HOMEOWNER'S ASSOCIATION, A Virginia corporation, its successors and assigns.

Section 2. "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 3. "Common Areas" shall mean all mean all real property owned by the
Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown within any
recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds
membership in the Association.

Section 6. "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,

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but excluding those having such interest as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Section 8, a Limited partnership, a Virginia Partnership, its 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

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property 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 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) 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. In the event that two-thirds (2/3) of the Class B membership are not present in person by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within 5 years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Books aforesaid of the land 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 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 approved by the Federal Housing Administration or the Veterans Administration prior to such development.

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ARTICLE III

MEMBERSHIP

Every person or entity, who is a record owner of a fee or undivided interest in any lot which is subject to covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest as security for the performance of any obligation. No owner shall have more than one membership for each lot owned as described above. 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.

ARTICLE IV

VOTING AND NON-VOTING CLASSES

The corporation shall have two classes of voting membership:

- (a) Class A. Class A members shall be all those owners with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

- (b) Class B. The Class B member shall be Declarant. The Class B member shall be entitled to three (3) votes for each unsold lot or Living Unit in which it holds the interest required for Class A membership; provided, however that the Class B membership applicable to any unsold Living Unit held by the Class B member for rental purposed and actually occupied by a tenant shall, as of the date of the first such occupancy, automatically be converted to Class A membership and thereupon Declarant shall as to such Living Unit become a Class A member. The Class B membership applicable to the Property (as constituted at the time of occurrence of the earlier of the two hereinafter-referenced events) shall cease and automatically be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 - (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) On December 31, 1974.

The corporation shall have one class of non-voting members:

(c) Class C. Class C members will be all those owners, with the exception of the Declarant, of Lots 69 thru 74, 86 thru 91, 111 thru 116, 134 thru 139 and 140 thru 145, of the subdivision, Section 8-B, ROLLING VALLEY, as the same is duly dedicated, platted and recorded in Deed Book 3409 at page 664, among the land records of Fairfax County, Virginia. This class will have no voting rights, in the Association, other than those to which they are entitled by virtue of their Class A membership. These lots are conveyed subject to and together with the right to the use and benefit of the Ingress and Egress Easements shown on the recorded plat, which are contiguous to the respective lots. The easements will be used for access to and from the respective lots, park areas and parking. There will be an annual assessment to each Class C member of \$36.00, which will be used only for purposes of maintenance, replacement, repair and benefit of said easement areas. This annual assessment may be increased or decreased by agreement of a two-thirds (2/3) majority of the Class C owners. The Association will collect this annual assessment which will be subject to the same conditions as, and be in addition to, the assessments made to them as Class A members.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' 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 limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any

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- assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its publishes rules and regulations;
- (e) The right of the Association to dedicate and transfer all or any part of the Common Area to any public agency, authority, or utility for such purposed and subject to such conditions as may be agreed to by the members and the Department of County Development of Fairfax County, Virginia. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance; and
 - (f) The right of the individual member to the exclusive use or parking spaces as set aside for parking.

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

Section. 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of any incumbrances and liens, but subject to easements, covenants and conditions herein or recorded prior hereto and subject to easements for utilities and other public purposes regardless of when recorded, as may be required in the orderly development of the property, prior to the conveyance of the first Lot.

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use or automobile parking spaces, which shall be as near and convenient of said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The subdivision will provide an average of 1 1/2 parking spaces for each lot.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

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

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from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot, shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties (including administrative and overhead expense) and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment 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 or Living Unit to an Owner other than Declarant, the Maximum annual assessment shall be Five Dollars (\$5.00) per Lot or Living Unit; provided, however, that such maximum annual assessment per Lot or Living Unit owned by the Class B Member shall be twenty-five percent (25%) of the above-specified dollar amount.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot or Living Unit to an Owner other than Declarant, the maximum annual assessment applicable to each Lot or Living Unit may be increased each year not more than the "Maximum Percentage" (as defined below) above the maximum and annual assessment applicable to each such Lot or Living Unit for the previous year without a vote of the membership. The "Maximum Percentage" for any shall be the greater of (i) three percent (3%) or (ii) the percentage of increase in the Consumer Price Index, 1957-59 Base, All items, District of Columbia Area, as published by the Bureau of Labor Statistics of the United States Department of Labor, or its successor, in the report most current on the first day of such year as compared to the report most current on the first day of the preceding year. (If the aforesaid Index shall be discontinued, there shall be substituted therefor such other comparable index as may be furnished by the United States Government or the District of Columbia.)

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(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Living Unit to an Owner other than Declarant, the maximum annual assessment applicable to each Lot or Living Unit may be increased more than the "Maximum Percentage" above the maximum annual assessment, with respect to each class of Members, of two-thirds (2/3) of those Members who are voting in person or by proxy at a meeting duly called for this purpose; provided, however, that no increase under this paragraph (b) shall be made prior to the expiration of three (3) years from the preceding increase under this paragraph (b).

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

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 or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and person 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, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Both annual and special assessments must be fixed at a uniform rate for all Lots in accordance with Section 3 above and may be collected on a quarterly or less frequent basis as the Board of Directors may determine.

Section 6. Quorum for any Action Authorized Under Sections 3&4. At the meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty (60) percent of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half 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. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day

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of the month following 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 assessments which are not paid when due shall be delinquent. If the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost and reasonable attorney's fees or any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceedings in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the Lien thereof.

Section 10. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing

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line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, and Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the Owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration or improvement, including change of colors, therein or thereon, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same 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

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Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) 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 complied with fully.

ARTICLE IX

SPECIAL MAINTENANCE

In the event that there is an obvious need for maintenance or repair which is caused through the willful or negligent act of the Owner, his family or guests or invitees, and if such maintenance or repair is not made within thirty (30) days after notice to maintain or repair is sent by the Board of Directors, the Board of Directors may cause such maintenance or repair to be performed. The cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject. The Board of Directors, through its officers or agents, should have the right to enter upon such Lot to perform maintenance or repairs without incurring any liability therefor.

ARTICLE X

USE RESTRICTIONS

Section 1. No property shall be used except for residential purposes or for professional offices or for a builder's construction or sales office during the construction and sales period.

Section 2. No building, accessory building or structure, shed, awning, porch or porch covering, garage, trailer, tent, driveway, back fence, hedges, screens, barns, walls or other structure shall be allowed, constructed or altered upon any property or dwelling thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors and materials and harmony of same to the project as a whole. No structure built upon any of the said property shall have any part of the exterior (including the front door and trim) painted without the proposed color thereof having been approved by the said Architectural Control Committee.

Section 3. No fence, wall or walls or other similar type structure shall be allowed except for those approved by the Architectural Control Committee.

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Section 4. No fence, wall, hedge or shrub over three feet high shall be allowed to be erected, planted or constructed upon any property which is located at the intersection of two streets. The purpose of such covenant being to avoid obstruction of view at such intersections.

Section 5. No exterior clothesline or hanging device (except an umbrella-type structure with a diameter not exceeding seven feet for use in rear of dwellings only) shall be allowed upon any property. Such hanging devices as permissible shall not be displayed except on weekdays between the hours of 8 a.m. and 6 p.m.

Section 6. Storm doors shall be either wood (in which case the same shall be painted the color of the door or trim) or anodized aluminum.

Section 7. No dwelling shall be permitted upon any property having a ground floor area of less than 400 square feet where the said dwelling consists of two stories or 800 square feet where the said dwelling consists of one story.

Section 8. No roof top television antenna shall be permitted. Any resident wishing to install an antenna for amateur radio activities exclusively must submit plans for same to the Architectural Control Committee. The plans shall show proposed location, height and configuration of the equipment. The applicant shall also present affidavits from all property owners within one hundred feet (100 ft.) of his dwelling stating that they have no objections to such installations.

Section 9. No boats or cradles or trailers may be parked in streets, driveways, yards or common parking areas for more than twenty-four (24) hours providing, however, that the Association may designate a specific place which shall be adequately screened from nearby residences for such parking.

Section 10. No vehicles except as may be classified as passenger cars or station wagons shall be regularly parked in residential areas.

Section 11. No noxious or offensive activities shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 12. During the construction and sales period, no signs other than those of the builders may be displayed that are larger than one square foot. Thereafter, no signs exceeding two square feet shall be displayed.

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Section 13. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purposed.

Section 14. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XI

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the recorded plat of the project or as may be or any have been required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easements may contain rights of ingress and egress. The Declarant shall have rights of ingress and egress to all Lots in a section until one (1) year after the completion of all units in such section for purposes of correcting drainage and other construction problems that may have occurred.

ARTICLE XII

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 judgement or court order shall in no way affect 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, 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 ten (10) years. The covenants and restrictions of 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 properly recorded. However, anything to the contrary contained herein notwithstanding the covenants contained in Articles I, II, III, IV, V, VI and XII shall not be amended at any time or vacated without the written approval of the Director of County Development for Fairfax County, Virginia.

Section 4. FH/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Deeds of Trust. The use herein of the word "mortgage" shall be deemed to mean "deed or deeds of trust" where such security instruments are used in lieu of or instead of a mortgage or mortgages.

Section 6. Non-applicability to Other Property. The covenants, conditions and restrictions set forth herein shall apply only to the property described hereinabove, and shall create no rights, benefits, burdens or obligations with respect to any other property owned by Declarant, its successors or assigns.

Section 7. The lands of the Association shall not be conveyed, denuded, defaced or otherwise destroyed in any manner at any time without the approval of the appropriate department of the Fairfax County Government and in concurrence with the Fairfax County Planning Engineer.