

REFLECTION HOMES ASSOCIATION

~DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS~

**CLARIFYING AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF REFLECTION HOMES ASSOCIATION**

THIS Supplemental Amendment of the Declaration of Covenants, Conditions and Restrictions of REFLECTION HOMES ASSOCIATION is made as of this 29th day of November, 1999, by REFLECTION HOMES ASSOCIATION, a Virginia nonstock corporation (the "Association").

WHEREAS, the Declarant established the Reflection Homes Association by recording the Declaration of Covenants, Conditions and Restrictions of the Reflection Homes Association among the land records of Fairfax County in Deed Book 3993, at Page 336;

WHEREAS, at past Annual Meetings of the Association, some members have formally made points of order alleging that the Association did not follow the notification requirements of Article V, Section 3 of the Declaration, by contending that this section requires the Association to send a written notice to all members of the Association more than 30 days in advance of the meeting if the Board intends to raise assessments by any amount:

WHEREAS, the attorney for the Association has previously advised the Board that the 30 day notice requirement applies only when the Board seeks to raise the amount of the annual assessment a percentage greater than annual increase in the Cost-of-Living Index (Consumer Price Index) for the Washington, D.C., metropolitan area for the previous year;

WHEREAS, the extent of the requirement imposed on the Board described in the preceding paragraph hereto is ambiguous, as it is unclear whether a meeting is required in any fiscal year in which the Board does not seek to raise the annual assessment a percentage greater than the annual increase in the Cost-of-Living Index (Consumer Price Index) for the Washington, D.C., metropolitan area for the previous year;

WHEREAS, the Board of Directors interprets the ambiguity as imposing such a requirement on the Board only in any fiscal year in which the Board seeks to raise the annual assessment a percentage greater than the annual increase in the Cost-of-Living Index (Consumer Price Index) for the Washington, D.C., metropolitan area for the previous year;

WHEREAS, Section 55-515.2(F) of the Virginia Code authorizes the principal officer of the Association to record a clarifying amendment to the Declaration upon a vote of two-thirds of the members of the Board of Directors; and

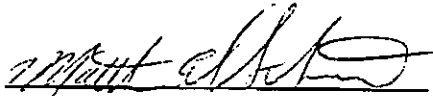
WHEREAS, the Board of Directors, by at least two-thirds vote, has authorized the President to make a Clarifying Amendment to the Declaration of Covenants, Conditions and Restrictions of the Reflection Homes Association.

NOW, THEREFORE, as authorized by Section 55-515.2 of the Virginia Code and Reflection Homes Association Policy Resolution 99-1, the Board of Directors does hereby clarify Article V, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Reflection Homes Association to read as follows:

Section 3. Notice and Quorum for any Action Authorized Under Sections 1(e) and 2. Whenever the Board schedules a meeting of the membership for the purpose of conducting a vote on whether the Association should increase the annual assessment more than the annual increase in the Cost-of-Living Index (Consumer Price Index) for the Washington, D.C., metropolitan area for the previous year or for the purpose of implementing a special assessment for capital improvements under Article V, Section 2, the Association shall send a notice of the meeting to all members not less than 30 days nor more than 60 days in advance of the meeting. The Board of Directors shall not need to conduct any such meeting if it sets the amount of the annual assessment less than the amount of the maximum annual assessment permitted under Article V, Section (1)(d); however, if it is necessary to conduct a meeting of the membership in order to approve an increase in the annual assessment over the maximum annual assessment, then the presence of members or of proxies entitled to cast sixty percent (60%) of all members in good standing shall constitute a quorum. If the required quorum is not present, the Board may schedule another membership meeting, subject to the same notice requirement, and the required quorum at this meeting shall be one-half of that necessary for a quorum at the preceding meeting. There is no limitation on the number of times a meeting may be rescheduled with the corresponding reduction in the quorum requirement by one-half of that necessary for a quorum at the preceding meeting. In no event shall notice of the subsequent meeting be mailed to the membership prior to the completion of the preceding meeting. No such subsequent meeting shall be held less than 30 days before or more than 60 days following the preceding meeting.

WITNESS the following signature:

REFLECTION HOMES ASSOCIATION

By: 
Matthew Schmitt, President

STATE OF Virginia :
COUNTY OF Fairfax :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Matthew Schmitt, whose name is signed to the foregoing Corrective Amendment bearing the date of the 29th day of December, 1999, has acknowledged the same before me in my county aforesaid.

Given under my hand this 29th day of December, 1999.

Paul E. Witt
Notary Public

My Commission Expires:

2/3/00

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 16th day of April, 1974, by STANLEY MARTIN COMMUNITIES, INC., a Maryland corporation hereinafter referred to as "Declarant."

WITNESSETH THAT:

WHEREAS, the Declarant is the developer of Sections 5, 6, 7, 7A, 8, and 9, Reflection Lake, as the same are duly dedicated, platted and recorded, respectively, in Deed Book 3801, at Page 399, (Section 5); Deed Book 3647, at page 132, (Section 6 and 7A); and Deed Book 3703, at page 126, (Section 7, 8, and 9); of the land records of Fairfax County, Virginia; and

WHEREAS, all of the property comprising Sections 5, 6, 7, 7A, 8, and 9, Reflection Lake, was subjected to a Declaration of Covenants, Conditions and Restrictions dated June 27, 1972, and recorded in Deed Book 3689 at page 336 of the land records of Fairfax County, Virginia and as amended by an Amendment to the Declaration of Covenants, Conditions and Restrictions dated December 18, 1973, and recorded in Deed Book 3993 at page 105 of the aforesaid land records; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions, as amended, provides in Article X for amendment by an instrument duly recorded among the land records of Fairfax County, Virginia, and executed by not less than Ninety per cent (90%) of the then owners of record and approved in writing by the Federal Housing Administration or Veterans Administration; and

WHEREAS, there is no FEA or VA financing on the subject property and none is contemplated at this time; accordingly, FEA or VA approval of this Amendment to Declaration of Covenants, Conditions and Restrictions is not required; and

WITN,
RECORDING & NAMES
Attorneys at Law
P. O. Box 347
Arling, Virginia 22204

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@ 1.05

WHEREAS, the Declaration of Covenants, Conditions and Restrictions provided in Article X for amendment by an instrument duly recorded among the land records of Fairfax County, Virginia, and executed by not less than Ninety per cent (90%) of the then owners of record and approved in writing by the Federal Housing Administration or Veterans Administration and the appropriate officials of Fairfax County, Virginia; and

WHEREAS, there is no FEA or VA financing on the subject property and none is contemplated at this time; and, accordingly, FEA or VA approval of this Amendment to Declaration of Covenants, Conditions and Restrictions is not required; and

WHEREAS, the Declarant is the owner of not less than Ninety per cent (90%) of the lots in Sections 5, 6, 7, 7A, 8, and 9, Reflection Lake; and, the Declarant is desirous of amending the said Declaration of Covenants, Conditions and Restrictions as recorded aforesaid; and

WHEREAS, the County Executive of Fairfax County, Virginia, is the appropriate official of Fairfax County to approve this Amendment;

NOW, THEREFORE, STANLEY MARTIN COMMUNITIES, INC., the Declarant, in consideration of the premises and other good and valuable consideration, does hereby declare the Declaration of Covenants, Conditions and Restrictions recorded as aforesaid in Deed Book 3689 at Page 136 of the land records of Fairfax County, Virginia, to be amended and that all of the properties described in the aforesaid Deeds of Dedication and Subdivision be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions recorded as aforesaid and this Amendment to Declaration of Covenants, Conditions and Restrictions which are for the purpose of the protection of the value and desirability of

the subject properties and which shall run with said real property and be binding on all parties having any right, title or interest in the subject properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The subject amendments are as follows:

A. The text of Article V, Section 1(b) is deleted and the following substituted therefor: "The assessment for a Class A member, plus the appropriate share for each owner of a lot within a Section (as heretofore defined) for the proper maintenance of the areas and items described in Article III, Section 2, and for exterior maintenance of structures upon lots of Class B members."

B. The text of Article V, Section 1(d) shall be deleted and the following substituted therefor: "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 by a percentage equal to the annual increase in the Cost-of-Living Index (Consumer Price Index) for the Washington, D. C., metropolitan area for the previous year, without a vote of the membership."

C. Article V, Section 1(e) is amended by deleting "three per cent (3%)" and substituting therefor the following: "the amount authorized by subparagraph (d) above".

D. Article V, Section 4 shall be deleted and the following substituted therefor: "Except as provided herein, both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis."

E. The following Article IX-A, "Restrictions", is hereby added:

1. No portion of a lot created by this instrument shall be used for any professional, industrial, mining or commercial

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activities except as can be and are in fact conducted from a single family residence as provided in applicable Fairfax County ordinances.

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

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

4. No noxious or offensive activity shall be carried on upon any portion of the residential property, nor shall anything be done thereon or permitted to remain on any lot which may be or become a nuisance or annoyance to the neighborhood.

5. No sign of any kind that is illuminated and/or larger than two square feet shall be displayed to the public view on any lot, except temporary real estate signs not more than four square feet in area advertising the property for sale or rent and except for temporary signs erected in connection with the development, construction, lease, or sale of improved lots by the Declarant.

6. No horse, pony, cow, chicken, pig, hog, sheep, goat or other domestic or wild animal shall be kept or maintained on any lot; however, common household pets may be kept and maintained, provided that they are not kept, bred, or maintained for commercial purposes.

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

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

of the Association, or by an Architectural Control Committee appointed by the Board.

9. No junk vehicle or house trailer shall be kept on any lot. No storage of boats, boating equipment, travel trailers or camping equipment shall be permitted in any parking area.

F. Article X, Section 3, is amended by deleting the last sentence thereof.

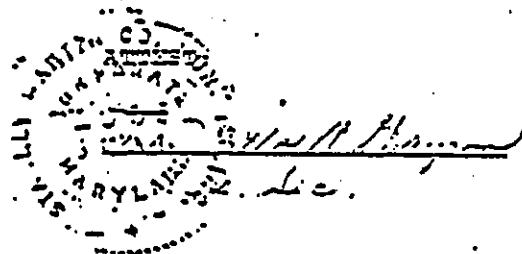
G. Article X, Section 5, is hereby amended to substitute "Class C" for "Class B".

IN WITNESS WHEREOF, STANLEY MARTIN COMMUNITIES, INC., has caused this Amendment to Covenants, Conditions and Restrictions to be signed by its [✓]President and the corporate seal affixed and attested by its ⁶²⁵⁷Secretary, duly authorized and properly attested this 18 day of December, 1973.

STANLEY MARTIN COMMUNITIES, INC.

By: Jerry Corteno

[Signature]
County Executive
Fairfax County, Virginia



STATE OF MARYLAND, PRINCE GEORGES COUNTY, to-wit:

I hereby certify that on this 18 day of December, 1973, before the subscriber, [Signature], a Notary Public, personally appeared [Signature], the President of STANLEY MARTIN COMMUNITIES, INC., named in the foregoing instrument of writing, and acknowledged the same to be the act and deed of said STANLEY MARTIN COMMUNITIES, INC.

MAZEL
MCKINNON & HAMES
Attorneys at Law
P. O. Box 347
Farmingdale, Virginia 22034

BOOK 3993 PAGE 110

IN TESTIMONY WHEREOF, I have subscribed my name and affixed
my official seal, this 18 day of December, 1973

James M. [Signature]
Notary Public



My term of office expires on the 1 day of July,
1974.

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia FEB 27 1974
This instrument was received and, with the
certificate annexed, admitted to record

Teste: [Signature] Clerk

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THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 18 day of December, 1973, by STANLEY MARTIN COMMUNITIES, INC., a Maryland corporation, hereinafter referred to as "Declarant."

WITNESSETH THAT:

WHEREAS, by a certain Deed of Dedication and Subdivision dated June 27, 1972, and recorded in Deed Book 2647 at Page 132 of the land records of Fairfax County, Virginia, certain property as more particularly described therein was duly dedicated and subdivided to be known as Lots 313 through 410, inclusive, Section 6, and Lots 1 through 8, inclusive, Section 7A, Reflection Lake; and

WHEREAS, by a certain Deed of Dedication and Subdivision dated September 28, 1972, and recorded in Deed Book 3703 at Page 126 of the land records of Fairfax County, Virginia, certain property as more particularly described therein was duly dedicated and subdivided to be known as Lots 1 through 201, inclusive, Section 7, Lots 411 through 515, inclusive, Section 8, and Lots 1 through 91, inclusive, Section 9, Reflection Lake; and

WHEREAS, by a certain Deed of Dedication and Subdivision dated March 14, 1973 and recorded in Deed Book 3801 at Page 399 of the land records of Fairfax County, Virginia, certain property as more particularly described therein was duly dedicated and subdivided to be known as Lots 1 through 88, inclusive, Section 5, Reflection Lake; and

WHEREAS, all of the property comprising Sections 5, 6, 7, 7A, 8, and 9, Reflection Lake, were subjected to a Declaration of Covenants, Conditions and Restrictions dated June 27, 1972, and recorded in Deed Book 3689 at Page 336 of the land records of Fairfax County, Virginia; and


 MAXIL
 BECKENROTH & KAMES
 Attorneys at Law
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 Fairfax, Virginia 22030

WHEREAS, the Declaration of Covenants, Conditions and Restrictions provided in Article X for amendment by an instrument duly recorded among the land records of Fairfax County, Virginia, and executed by not less than Ninety per cent (90%) of the then owners of record and approved in writing by the Federal Housing Administration or Veterans Administration and the appropriate officials of Fairfax County, Virginia; and

WHEREAS, there is no FHA or VA financing on the subject property and none is contemplated at this time; and, accordingly, FHA or VA approval of this Amendment to Declaration of Covenants, Conditions and Restrictions is not required; and

WHEREAS, the Declarant is the owner of not less than Ninety per cent (90%) of the lots in Sections 5, 6, 7, 7A, 8, and 9, Reflection Lake; and, the Declarant is desirous of amending the said Declaration of Covenants, Conditions and Restrictions as recorded aforesaid; and

WHEREAS, the County Executive of Fairfax County, Virginia, is the appropriate official of Fairfax County to approve this Amendment;

NOW, THEREFORE, STANLEY MARTIN COMMUNITIES, INC., the Declarant, in consideration of the premises and other good and valuable consideration, does hereby declare the Declaration of Covenants, Conditions and Restrictions recorded as aforesaid in Deed Book 3689 at Page 336 of the land records of Fairfax County, Virginia, to be amended and that all of the properties described in the aforesaid Deeds of Dedication and Subdivision be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions recorded as aforesaid and this Amendment to Declaration of Covenants, Conditions and Restrictions which are for the purpose of the protection of the value and desirability of

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the subject properties and which shall run with said real property and be binding on all parties having any right, title or interest in the subject properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The subject amendments are as follows:

A. The text of Article V, Section 1(b) is deleted and the following substituted therefor: "The assessment for a Class A member, plus the appropriate share for each owner of a lot within a Section (as heretofore defined) for the proper maintenance of the areas and items described in Article III, Section 2, and for exterior maintenance of structures upon lots of Class B members."

B. The text of Article V, Section 1(d) shall be deleted and the following substituted therefor: "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 by a percentage equal to the annual increase in the Cost-of-Living Index (Consumer Price Index) for the Washington, D. C., metropolitan area for the previous year, without a vote of the membership."

C. Article V, Section 1(e) is amended by deleting "three per cent (3%)" and substituting therefor the following: "the amount authorized by subparagraph (d) above".

D. Article V, Section 4 shall be deleted and the following substituted therefor: "Except as provided herein, both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis."

E. The following Article IX-A, "Restrictions", is hereby added:

1. No portion of a lot created by this instrument shall be used for any professional, industrial, mining or commercial

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activities except as can be and are in fact conducted from a single family residence as provided in applicable Fairfax County ordinances.

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

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

4. No noxious or offensive activity shall be carried on upon any portion of the residential property, nor shall anything be done thereon or permitted to remain on any lot which may be or become a nuisance or annoyance to the neighborhood.

5. No sign of any kind that is illuminated and/or larger than two square feet shall be displayed to the public view on any lot, except temporary real estate signs not more than four square feet in area advertising the property for sale or rent and except for temporary signs erected in connection with the development, construction, lease, or sale of improved lots by the Declarant.

6. No horse, pony, cow, chicken, pig, hog, sheep, goat or other domestic or wild animal shall be kept or maintained on any lot; however, common household pets may be kept and maintained, provided that they are not kept, bred, or maintained for commercial purposes.

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

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

of the Association, or by an Architectural Control Committee appointed by the Board.

9. No junk vehicle or house trailer shall be kept on any lot. No storage of boats, boating equipment, travel trailers or camping equipment shall be permitted in any parking area.

F. Article X, Section 3, is amended by deleting the last sentence thereof.

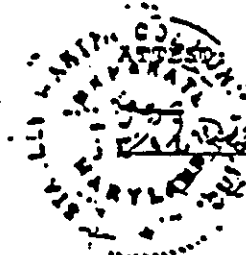
G. Article X, Section 5, is hereby amended to substitute "Class C" for "Class B".

IN WITNESS WHEREOF, STANLEY MARTIN COMMUNITIES, INC., has caused this Amendment to Covenants, Conditions and Restrictions to be signed by its ^{Vice} President and the corporate seal affixed and attested by its ^{Asst} Secretary, duly authorized and properly attested this 18 day of December, 1973.

STANLEY MARTIN COMMUNITIES, INC.

By Jerry Costano

[Signature]
County Executive
Fairfax County, Virginia



STATE OF MARYLAND, PRINCE GEORGES COUNTY, to-wit:

I hereby certify that on this 18 day of December, 1973, before the subscriber, Angela Dudge, a Notary Public, personally appeared Jerry Costano, the Vice-President of STANLEY MARTIN COMMUNITIES, INC., named in the foregoing instrument of writing, and acknowledged the same to be the act and deed of said STANLEY MARTIN COMMUNITIES, INC.

HAZEL
SACKHOEN & KAMES
Attorneys at Law
P. O. Box 267
Farmingdale, Virginia 22031

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal, this 16 day of December, 1973

Arnold M. [Signature]
Notary Public



My term of office expires on the 1 day of July, 1974.

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia FEB 27 1974
This instrument was received and, with the certificate annexed, admitted to record
Teste: _____ Clerk

[Signature]

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by STANLEY MARTIN COMMUNITIES, INC., hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the sole owner and proprietor of certain property located in the Centreville District, County of Fairfax, State of Virginia, which is more particularly described in Schedule "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, Declarant hereby declares that all of the properties described herein 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 REFLECTION HOMES 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.

Pit-to
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Attorneys at Law
P. O. Box 247
Fairfax, Virginia 22030

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Schedule "B" attached hereto and incorporated herein by reference.

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

Section 6. "Section" shall mean all that land area containing lots recorded by subdivision plat for residential purposes as approved by the appropriate authorities of Fairfax County, Virginia.

Section 7. "Declarant" shall mean and refer to STANLEY MARTIN COMMUNITIES, INC., 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

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) the right of the Association to suspend the voting rights and the right to use 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 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,

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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.

(d) the right of individual owners to the use of parking spaces as provided in this article.

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.

Section 3. Parking Rights. Ownership of each Lot which encompasses private streets and parking areas owned by the Association shall entitle the owner thereof the use in common with others for automobile parking purposes automobile parking areas within that portion of the Common Area designated "Parking Area and Sidewalk Easement," which parking areas shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Associ-

ation. Ownership of such lot shall be the sole qualification for membership.

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

Class A. Class A members shall be all those Owners as defined in Section 1 with the exception of the Class B and Class C members. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III, Section 1. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B members shall be all those owners of lots within a Section as defined in any Declaration of Covenants, Conditions, or Restrictions recorded or to be recorded among the land records of Fairfax County, Virginia, which encompass private streets and parking areas owned by the Association and for the primary use by such members. This class shall as to voting rights vote as Class A members which they are entitled by virtue of their membership as owners of Lots. The Association shall collect from Class B members such assessments as more particularly described in Article V of the Declaration and shall be the entity responsible for the maintaining of all the heretofore mentioned Association owned private streets and parking including related sidewalks, curb and gutter, street lights and similar improvements serving Class B members.

Class C. The Class C member shall be Stanley Martin Communities Inc., or its successors or assigns, which shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article III, Section 1, provided, that the Class C membership shall cease and a Class A or Class B membership as the case may be with one (1) vote for each lot in which it holds an interest shall be issued on the happening of either of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A and Class B membership equal the total votes outstanding in the Class C membership.
2. On January 1, 1978.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of

Assessments. The Declarant, for each Lot owned within the Proper-

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ties, 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 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.

ARTICLE V

MAXIMUM ANNUAL ASSESSMENT

Section 1. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be as follows for each class as designated:

(a) Class A - One hundred and twenty (120) Dollars.

(b) Class B - Such amount as is determined by the proportionate share for each Owner of a Lot within a Section (as heretofore defined) for the proper maintenance of the areas and items described in Article III, Section 2. Each Section shall be computed indi-

vidually, funds collected from the respective Sections shall be deposited in separate accounts within thirty (30) days of collection and thereafter not co-mingled with any other funds. The Association shall submit a financial report annually setting forth all revenues and expenditures in addition to a budget projecting estimated costs in the next year for all maintenance operations as apply.

(c) Class C - Shall pay 25% of the Class A assessment on any vacant lot or lot superimposed with an unsold, unoccupied residential structure.

(d) 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 3% above the maximum assessment for the previous year without a vote of the membership.

(e) 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 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.

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

Section 2. 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 3. Notice and Quorum for any Action Authorized Under Sections 1 and 2. Written notice of any meeting called for the purpose of taking any action authorized under Section 1 or 2 shall be sent to all members not less than 30 days nor more than 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 60 days following the preceding meeting.

Section 4. 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 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first to an Owner. 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 6. 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 6 per cent 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 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate 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 first mortgage foreclosure or any 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 lieu thereof.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

MAIL
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Fairfax, Virginia 22031

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 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, any Owner who has used the wall may restore it, and if the other 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 others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes 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 arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX

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 therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural 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 fully complied with.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens 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 affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, 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 per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded. Any amendments must be approved in writing by the appropriate officials of Fairfax County.

Section 4. Annexation.

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(b) Additional land may be annexed by the Declarant without the consent of members within six (6) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/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 and the appropriate authorities of Fairfax County: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

Section 6. Open Space. Open space not contained in Lots and streets shall not be denuded, defaced nor otherwise disturbed in any manner at any time without the approval of the appropriate Fairfax County Authorities or Departments.

IN WITNESS WHEREOF, the undersigned being the Declarant here-
in, has caused this Declaration of Covenants, Conditions and
Restrictions, to be signed by officers duly authorized therefore,
its corporate seal affixed and attested by its Secretary.

STANLEY MARTIN COMMUNITIES, INC.

By: Stanley S. Hall
President



By: Martin K. Alley
Secretary

State of Maryland
County of Prince George's, to-wit:

I, Dean Henning, a Notary Public, in and
for the County of Anne Arundel, State of Maryland,
whose commission expires on the 1st day of July, 1974,
do certify that Stanley S. Hall and Martin K. Alley
whose names as _____ President and
_____ Secretary, respectively, of STANLEY MARTIN
COMMUNITIES, INC., are signed to the foregoing instrument bearing
date on the 27th day of June, 1972, have acknowledged
the same before me in the County of Prince George's.
GIVEN under my hand and seal this 27th day of June

Dean Henning
Notary Public



HAZEL
MCKNOEN & HANES
Attorneys at Law
P. O. Box 547
Fairfax, Virginia 22030