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AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION, made and entered into this 25TH day of September, 1989, by WOODGATE III CORPORATION, a Virginia corporation, hereinafter referred to as the "Declarant".

W I T N E S S E T H

WHEREAS Declarant has created a residential community known as WOODGATE MANOR with permanent open spaces and other common facilities for the benefit of said community by a Deed of Dedication and Subdivision, Deed of Conveyance, Deed of Easement and Release, recorded in Deed Book 7298 at Page 1117 among the land records of Fairfax County, Virginia and a Deed of Resubdivision, Deed of Conveyance, Deed of Easement and Release recorded in Deed Book 7358 at Page 713, among the land records of Fairfax County, Virginia (hereinafter collectively referred to as the "Deeds of Subdivision"); and

WHEREAS Declarant, as owner of the real property situated in Fairfax County, Virginia more particularly described on the plat attached to said Deeds of Subdivision (the "Property"), has subjected said Property to covenants, restrictions, easements, conditions, and charges by a certain Declaration recorded in Deed Book 7298 at Page 1150 among the land records of Fairfax County, Virginia, to provide for the preservation of the values and amenities in said community and for the maintenance of said open space and other common facilities; and

WHEREAS pursuant to the direction of the Fairfax County Office of Comprehensive Planning, the Declarant desires and intends to amend the aforesaid Declaration as hereinafter set forth in accordance with Article X, Section 1 of the above-referenced Declaration, for the welfare of the Woodgate Manor community; and

WHEREAS upon recordation of this Amendment to Declaration, no Class A Members of the Woodgate Community Association exist as defined in Article III, Section 2 of the Declaration.

NOW THEREFORE, the Declarant, acting alone, does hereby amend the aforesaid Declaration recorded in Deed Book 7298 at Page 1150 among the land records of Fairfax County, Virginia as hereinafter set forth and does hereby swear and affirm that no Class A Members exist, as defined in the Declaration, and does further declare that the Property known as Sections One and Two, WOODGATE MANOR, more particularly described in the above-mentioned Deeds of Subdivision together with adjacent property annexed or to be annexed to the Property pursuant to Article II, Section One of the Declaration, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions and charges previously recorded, and as amended below, which are for the purpose of protecting the value and desirability of, and shall run with, the subject Property and any annexed property and be binding on all parties having any right, title or interest in the subject Property, the annexed property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

BK7441 1071

1. Article VI, Section 6 is hereby amended by adding the following subparagraph:

- (c) No garage within any Dwelling shall be converted into living space.

WITNESS the following signature:

WOODGATE III CORPORATION

By: *[Signature]*
 Name:
 Title:

COMMONWEALTH/STATE OF VIRGINIA
 CITY/COUNTY OF FAIRFAX, to-wit:

I, the undersigned, Notary Public in and for the Commonwealth/State and City/County aforesaid, whose commission as such expires on the 28th day of NOVEMBER, 1992, do hereby certify that BENARDINO P. MANARA, whose name is signed to the foregoing document bearing date on the 25th day of SEPTEMBER, 1989, has signed and acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand and seal this 25th day of SEPTEMBER, 1989.

[Signature]
 Notary Public

OCT-4 1989
 RECORDED FAIRFAX CO VA
 TESTE: *[Signature]*
 CLERK

BK7298 1150

DECLARATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 10th day of March, 1989, by WOODGATE III CORPORATION, a Virginia corporation, hereinafter referred to as "Declarant" or "Original Declarant".

W I T N E S S E T H :

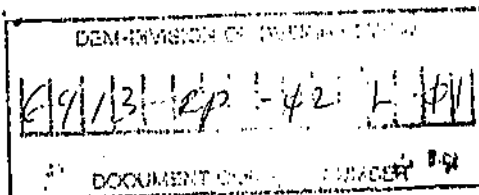
WHEREAS Declarant is the owner of certain property containing approximately 17.3393 acres located in the Springfield District, Fairfax County, Virginia, as more particularly described on the plat attached to the Deed of Dedication and Resubdivision, Deed of Conveyance, Deed of Easement and Release recorded immediately prior hereto, less and except Parcel B, Section One (1), Woodgate Manor, hereinafter sometimes referred to as the "Property"; and

WHEREAS Declarant desires to create on said Property the first sections of a residential community with permanent open spaces and other common facilities for the benefit of said community and to provide for the preservation of the values and amenities of said community, and such other areas as may be subjected to this Declaration by Declarant, and for the maintenance of said open spaces and other facilities and, to this end, desires to subject the Property as hereinabove described to the covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth, it being intended that the easements, covenants, restrictions, and conditions shall run with said Property and shall be binding on all persons and entities having or acquiring any right, title, or interest in said Property or any part thereof, and shall inure to the benefit of each other thereof; and

WHEREAS Declarant has deemed it desirable for the efficient preservation of the values and amenities of said community to create an association which shall be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS Declarant has caused to be incorporated under the laws of the Commonwealth of Virginia, as a non-stock, not-for-profit corporation, Woodgate Community Association for the purposes of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that the real property known as Lots One (1) through Seventy-Four (74), inclusive, and Parcels A, C, D and E, Section One (1), Woodgate Manor, and more particularly described on the plat attached to the Deed of Dedication and Resubdivision, Deed of Conveyance, Deed of Easement and Release recorded immediately prior hereto, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, charges and liens (hereinafter referred to as "Covenants and Restrictions") hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property 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 Woodgate Community Association, its successors and assigns.

Section 2. "Builder" shall mean any person or entity which acquires a Parcel for the purpose of improving such Parcel and reselling Lots to Owners, and shall include contract sellers, however excluding those who hold any interest merely as security for the performance of an obligation and excluding the Declarant.

Section 3. "Common Area" means, at any given time, all of the Property, other than Lots; then owned or leased by Association or otherwise available to the Association for the benefit, use and enjoyment of the Owners; provided, however, that real estate within the Property is not Common Area solely because it is burdened by an easement for utilities, landscaping or signage or dedicated as a public street or roadway.

Section 4. "Original Declarant" shall mean and refer to Woodgate III Corporation, a Virginia corporation and developer of the Property. The Original Declarant shall cease to exist and shall be relieved of all rights, liabilities, or responsibilities under this Declaration when it is no longer an Owner of any Lot or Parcel within the Property or earlier as otherwise specified in this Declaration.

Section 5. "Successor Declarant" shall mean and refer to the Original Declarant's successor(s) or assignee(s) pursuant to Article X, Section 4 herein who have acquired one or more Parcel(s) or Lot(s) for the purpose of development, except for Class A Builder Members of the Association. If the Successor Declarant consists of more than one person or entity, the rights and obligations of the Successor Declarant(s) shall be several and shall be based upon and proportioned in accordance with the number of votes to which each Successor Declarant is entitled pursuant to Article III, Section 2 herein.

Section 6. "Declarant" shall herein collectively mean and refer to the Original Declarant and or any Successor Declarant.

Section 7. "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property, with the exception of the Common Area, Recreation Areas (if any) and areas dedicated as public streets.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 10. "Mortgagee", as used herein, means the holder of any recorded Mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a Mortgage with priority over other Mortgages. As used in this Declaration, the term "Mortgagee" shall mean any Mortgagee and shall not be limited to Institutional Mortgagees. As used in this

Declaration, the term "Institutional Mortgagee" or "Institutional Holder" shall include Mortgagees which are banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration the terms "Holder" and "Mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel and/or Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Parcel" shall mean a portion of the Property or additions thereto within which it is contemplated that one or more Lots, Recreation Areas and Common Areas, if any, are to be created by one or more recorded subdivision plats.

Section 13. "Property" shall mean and refer to that certain real property containing 17.3393 acres less and except Parcel B, Section One (1), Woodgate Manor, as hereinabove defined, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, in accordance with the terms of this Declaration.

Section 14. "Recreation Area" (if applicable) shall mean all real property with appurtenants thereto (including any improvements thereon) owned by or to be owned by the Woodgate Recreation Association for the common use and enjoyment of the Members of the Woodgate Recreation Association, which shall include, but not limited to, that portion or portions of the Property used for swimming pool, tennis courts, multi-purpose courts and tot lots along with all related facilities.

ARTICLE II

SUBJECT PROPERTY

Section 1. Property Subject to Declaration; Additions. The Property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Fairfax County, Commonwealth of Virginia, and is more particularly described on the plat which is attached to the Deed of Dedication and Resubdivision, Deed of Conveyance, Deed of Easement and Release (the "Deed") recorded immediately prior hereto, to which Deed this Declaration is specifically made a part, less and except Parcel B, Section One (1), Woodgate Manor. Adjacent real property may be annexed by the Declarant to the above-described Property without the consent of the Class A Builder and Non-Builder Members of the Association, if any, within five (5) years from the recording of the last subdivision plat for the Property or any additions, or as permitted by law. Such property to be annexed by the Declarant shall include, but not be limited to, property currently owned by the Declarant to be known as Lots Seventy-Five (75) through One Hundred Thirty-Eight (138), inclusive, and Parcels D-1 and E-1, Section Two (2), Woodgate Manor. Any annexations made pursuant to this Article, or otherwise, shall be made by recording a deed of dedication among

the Land Records for Fairfax County, Virginia, which deed of dedication shall extend the scheme of this Declaration of Covenants and Restrictions to such annexed real property. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the consent of the Original Declarant, so long as the Original Declarant is the owner of any Lot or Parcel within the Property, which consent may be withheld for any reason whatsoever.

Section 2. Reservation of Declarant Rights. The Declarant hereby also reserves the rights without the consent of any other Builder, Owner or the Association:

(a) to subdivide the Property into one or more Parcels and Lots convey such Parcels and Lots to one or more Builders or Owners;

(b) to dedicate any and all roads for public street purposes and to create, grant and convey any and all easements, rights of way, and licenses over and across the Property as the same are required or necessary to be created, granted and conveyed and/or as deemed appropriate for the overall development of the community by the Declarant;

(c) to amend any site plan, subdivision plat or the Deed for the Property or portion thereof after first obtaining the prior approval of the appropriate authorities of Fairfax County, Virginia and any applicable Federal agencies, as applicable; and

(d) to modify or alter the size, number and location of the Common Areas, Recreation Areas (if any) and Lots, as well as the improvements thereon, as it deems necessary or desirable in conjunction with development of the Property. Without limiting the generality of the foregoing, the Declarant reserves the right to resubdivide all or any portions of the Property, to convey additional Common Areas and/or Recreation Areas, (if any) to construct improvements on the Common Area and/or Recreation Area (if any), to reacquire Common Areas and/or Recreation Areas (if any) and to take any other action with respect to the Common Areas and/or Recreation Areas (if any) and the Lots.

Section 3. Reservation of Builder Rights. Each Builder shall have the right, without the consent of any other Builder or Owner, however with the consent of the Declarant, which shall not be withheld unreasonably:

(a) to subdivide the Parcel owned by such Builder into more than one Lot and Common Area and/or Recreation Area (if any), and convey such Lots to Owners and such Common Area to the Association and Recreation Area (if any) to the Woodgate Recreation Association; and

(b) to dedicate any and all roads for public street purposes and to create, grant and convey any and all easements, rights of way and licenses over and across the Parcel as the same are required to be created, granted and conveyed under the site plan for the Parcel as approved by the appropriate authorities of Fairfax County, Virginia; and

(c) to amend any site plan, subdivision plat or the Deed for the Parcel after first obtaining the prior approval of the appropriate authorities of Fairfax County, Virginia and any applicable Federal agencies.

Section 4. FHA or VA Rights on Annexation. So long as any Lot is encumbered by a Mortgage which is guaranteed by the Veterans Administration or insured by Federal Housing Authority, no annexation shall be made pursuant to this Article, or otherwise, except following a determination by the Veterans Administration and/or Federal Housing Authority that the annexation conforms to a general plan for the development of the community previously approved by the Veterans Administration and/or Federal Housing Authority or, if no such general plan was approved by the Veterans Administration and/or Federal Housing Authority, except following the prior written approval of the Veterans Administration and/or Federal Housing Authority. Such general plan for development, however, shall not bind the Declarant to make any of the additions to the Property which are shown on such plan or to improve any portion of such lands in accordance with such plan unless and until a deed of dedication and subdivision is filed for such Property which subjects it to this Declaration.

ARTICLE III

MEMBERSHIP

Section 1. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot or Parcel which is subject by covenants of record to assessment by the Association, including contract sellers and the owners of single family attached detached Dwellings or Lots, 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 or less than one membership for each Lot owned. 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. The Association shall have the following 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 Members. Each Class A Member who is not also a Builder ("Class A Non-Builder Member") shall be entitled to one (1) vote for each Lot owned; each Class A Member who is also a Builder ("Class A Builder Member") shall be entitled to three (3) votes for each Lot contained (by reference to a recorded subdivision plat) or to be contained (by reference to the final site plan) within any Parcel owned by the Builder at the time of the vote. When more than one Class A Non-Builder Member holds such interest in any Lot, all such persons shall be members; the vote for such Lot may be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot, as described in the above paragraph, in which it holds the interest required for membership; provided, however, the Class B membership and the Class A Builder membership shall cease and be converted to Class A Non-Builder membership on the happening of either of the following events, whichever occurs first:

(1) When the total votes outstanding in the Class A Non-Builder membership equals the total votes outstanding in the Class A Builder membership and the Class B membership, if any, or

(2) December 31, 1996; provided, further, that

In the event of annexation of additional properties, Class B and Class A Builder memberships shall continue or be revived with respect to those Lots contained in the annexed property; provided, further, that these Class B and Class A Builder memberships shall cease and be converted to Class A Non-Builder membership on the happening of either of the following events, whichever occurs first:

(1) When the total votes outstanding in the Class A Non-Builder membership in the annexed property equals the total votes outstanding in the Class A Builder and Class B memberships in such annexed property, or

(2) Five (5) years from the date of recordation of the deed of dedication and subdivision for such annexed property.

Only Members of the Association shall have the right to vote for the election of Directors at the annual meeting of the Association called for that purpose.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Member's Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the fee title to every Lot subject to the following:

(a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of two-thirds (2/3) of the votes of each class of the then Members of the Association, voting separately, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to mortgage any of the Common Areas; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

(c) the right of the Association to adopt reasonable rules respecting use of the Common Areas to reasonably limit the number of guests of Members to the use of any facilities which are developed upon the Property; and

(d) the right of the Association to suspend the voting rights and the rights to use of the Common Areas for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members, and further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be

effective unless two-thirds (2/3) of the votes of each class of the present and voting Members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the Members duly called for such purpose; and

(f) the right of the Association to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant, a Builder or any other person; provided, however, that no such licenses, rights of way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas; and

(g) the right of the Association to enter into agreements whereby the Association acquires leaseholds, membership or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the Members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association; and

(h) the right of the Association, at any time or times, consistent with the then existing zoning ordinances of Fairfax County, and pursuant to a recorded subdivision or resubdivision plat, to transfer part of the Common Area to the Declarant or a Builder for the purpose of adjusting Parcel and/or Lot lines or otherwise in connection with the orderly resubdivision, subdivision and/or development of the Property, provided that: (1) such transfer shall not reduce the portion of the Property, and subdivided additions thereto, designated as "open space" below the minimum level of "open space" required by Fairfax County in the process of subdividing or resubdividing the Property at the time of the transfer, and (2) if additional open space is required by ordinance, the Declarant or Builder, as applicable, shall transfer to the Association as "open space" such portion of the Property or an addition thereto as is necessary to maintain the total acreage designated as "open space" at the required level.

Section 2. Delegation of Right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Areas to the members of his family who reside permanently with him and to his tenants, contract purchasers and guests, all subject to such reasonable rules and regulations as the Association may adopt and uniformly apply and enforce.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Annual Maintenance Assessments. The Declarant hereby covenants and each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee Owner of a Lot within the Property, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association annual maintenance assessments as hereinafter defined, in advance, in monthly installments equal to one-twelfth (1/12) of the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses

(herein elsewhere sometimes referred to as "Annual Maintenance Assessments"), including but in no way limited to the following:

(a) the cost of all operating expenses of the Common Areas and the services furnished to or in connection with the Common Areas and community facilities, including charges by the Association for any services furnished by it; and

(b) the cost of necessary management and administration of the Common Areas, including fees paid to any Management Agent as defined in Article VII; and

(c) the amount of all taxes and assessments levied against the Common Areas; and

(d) the cost of hazard and liability insurance on the Common Areas and the cost of such other insurance as the Association may effect with respect to the Common Areas; and

(e) the cost of utilities and other services which may be provided by the Association, whether for the Common Areas or for the Lots, or both, including street lights, if any, and snow removal on private streets; and

(f) the cost of maintaining, replacing, repairing, preserving and landscaping the Common Areas, including, without limitation, maintenance of any storm water detention ponds or the like located upon the Common Areas and the cost of the maintenance of all streets, street lights, pathways, entry facilities and lighting, and any retaining walls upon the Property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) the cost of private trash removal for all Lots and Common Areas; and

(h) the cost of funding all reserves established by the Association, including a general operating reserve and a reserve for replacements; and

(i) the cost of any leasehold, membership or other possessory or use interests in real or personal property arranged by the Association for the purpose of promoting the enjoyment, recreation or welfare of the Members of the Association; and

(j) such other costs and expenses as may be determined by the Board of Directors in order to promote the recreation, health and welfare of the residents in the Property and the improvements and maintenance of the Common Area.

The Board of Directors shall determine the amount of the Annual Maintenance Assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of Annual Maintenance Assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided. Any Member may prepay one or more installments on any Annual Maintenance Assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of, an annual operating budget for the Association which shall provide, without limitation, for the management, operation

and maintenance of the Common Areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the Annual Maintenance Assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and the Annual Maintenance Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the Annual Maintenance Assessments shall thereupon be sent to the Members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the Annual Maintenance Assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Member from the obligation to pay the Annual Maintenance Assessment, or any installment thereof, for that or any subsequent assessment period, but the Annual Maintenance Assessment fixed for the preceding period shall remain in effect until a new Annual Maintenance Assessment is fixed. No Member may exempt himself from liability for the Annual Maintenance Assessments by abandonment of any Lot belonging to him or by the abandonment of his right to the use and enjoyment of the Common Areas.

Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the Dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas. The Owner of any Lot shall, at his own expense, maintain his Lot and Dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times. In the event any Owner shall fail to maintain his Lot, Dwelling and/or appurtenances thereto, as aforesaid, the Association shall have the right, after first having given thirty (30) days notice of its intent to exercise this right to the Owner, to make the necessary repairs and/or maintenance to the Lot, Dwelling and/or appurtenances thereto, and to charge the cost of such repairs to the Owner, which amount shall be due and payable to the Association as an additional assessment hereunder.

Section 2. Special Maintenance Assessments.

(a) At settlement on the sale of any Lot with a living unit there on for which a certificate of occupancy has been issued, the purchaser of such Lot shall pay to the Association a one-time assessment in the amount of Fifty Dollars (\$50.00) ("One-Time Owners Assessment"). All assessments received by the Association pursuant to this Article V, Section 2(a) shall be used to establish a working capital fund for the Association.

(b) In addition to the Annual Maintenance Assessments and the One-Time Owners Assessment authorized by this Article, the Association may levy in any Assessment year a special maintenance assessment or assessments ("Special Maintenance Assessment"), applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming a part of the Common Areas, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided that any such Special Maintenance Assessment shall have the assent of the votes

of two-thirds (2/3) of each class of the then Members of the Association. A meeting of the Members shall be duly called for this purpose, after no less than fifteen (15) nor more than sixty (60) days' notice of such meeting to all Members.

Section 3. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any State or by any agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Areas may be expended only for the purpose of effecting the replacement of the Common Areas, major repairs to any sidewalks, parking areas, streets, or roadways developed as a part of the Subject Property, equipment replacement, and for start-up expenses and operating contingencies of a nonrecurring nature relating to the Common Areas. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of the Member's Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 4. Annual Maintenance Assessments. The initial maximum Annual Maintenance Assessment for each of the Lots to which Class A Non-Builder membership is appurtenant shall not exceed the sum of Six Hundred Dollars (\$600.00) per Lot per annum. The Annual Maintenance Assessment shall be levied at a uniform rate for each Lot to which Class A Non-Builder membership is appurtenant.

At the earlier of the conveyance of the first Lot in such section in each building(i) to a Builder, or (ii) to an Owner who is not a Builder, the Builder shall pay to the Association a one-time assessment equal to the product of Fifty Dollars (\$50.00) multiplied by the number of Lots owned by the Builder, and the Declarant shall pay to the Association a one-time assessment equal to the product of Fifty Dollars (\$50.00) multiplied by the number of Lots owned by the Declarant. Said Builder's and Declarant's one-time assessment shall also apply to any additional property, upon any subsequent annexation pursuant to Article II, Section 1, with respect to the Common Area contained in the property so annexed. The Declarant and Builder shall have no obligation to pay any Annual Maintenance Assessment on any Lot which they own. In consideration of the Declarant's and Builder's exemptions from its Annual Maintenance Assessments, Builder and the Declarant hereby covenant and agree to maintain or procure the maintenance of all the Common Area, including funding all budget deficits, if any, without cost to the Association, within the Property, until such time as there are no longer any Class B Members and Class A Builder Members; provided, however, the Builder shall not be liable for any amounts in excess of the amount for which it would have been liable if assessed at 100% of the maximum Annual Maintenance Assessments, plus any Special Maintenance Assessments attributed to Lots owned by the Builder at the end of the year for which the assessment would have been made; provided further, however, the Declarant

shall not be liable for any amount in excess of the amount for which it would of been liable if accessed at 100% of the maximum Annual Maintenance Assessment, plus any Special Maintenance Assessment attributable to Lots owned by the Declarant at the end of the year for which the assessment would have been made. If there is more than one Builder or Declarant in the Association, each Builder's and Declarant's liability for assessments described in the prior sentence shall be limited to that percentage of the total required assessments derived by dividing the total number of Lots acquired by the Builder or the Declarant, as the case may be, through the applicable year-end by the total number of Lots acquired by all Builders and Declarants through the applicable year-end. Upon the occupancy of any house located on a Lot subjected to Class A Builder or Class B membership, such Lot shall be subjected to full assessment obligations.

Section 5. Increase in Maximum Annual Maintenance Assessment.

(a) 1. From and after January 1 of the year following the commencement of assessments, the maximum Annual Maintenance Assessment, set forth above or in amendments to the Declaration shall increase the greater of:

(i) ten percent; or

(ii) the increase in the U.S. Department of Labor Consumer Price Index - All Urban Consumers (1967=100) during the last twelve month period for which figures are available at the date when the Board adopts the budget; and the proportionate amount by which any real estate taxes and casualty and other insurance premiums payable by the Association have increased over amounts payable the previous fiscal year. Wherever in the Association Documents the U.S. Department of Labor Consumer Price Index - All Urban Consumers (1967)=100 is used, if such index ceases to incorporate a significant number of items now incorporated therein, ceases to reflect the increases in expenses of the Association, or if a substantial change is made in the method of establishing such index, then such other reliable governmental or other nonpartisan index designated by the Board of Directors shall be used.

The Board of Directors may determine not to increase the maximum assessment set forth in the Declaration and amendments thereto to the full extent of the automatic increased provided by this subsection. In such case, the Board of Directors may determine to increase the maximum assessment by any lesser amount.

2. The Board of Directors may determine to set the actual assessment at an amount less than the applicable maximum for any fiscal year.

(b) From and after January 1 of the year following the commencement of annual assessments, the maximum Annual Maintenance Assessments may be increased above that established by the preceding paragraph by a vote of the Members, as hereinafter provided, for the next succeeding year, and, thereafter, at the end of such year, for each succeeding year. Any change made pursuant to this Paragraph shall have the assent of two-thirds (2/3) of the votes of each class of the then Members of the Association. A meeting of the Members shall be duly called for this purpose.

Section 6. Non-Payment of Assessments - Memorandum of Lien for Assessments.

Any assessment levied pursuant to this Declaration, and any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied. The due date for each assessment shall be the first day of each month (or the first day of each assessment period, if assessments are paid on other than a monthly basis). Upon notice of such delinquency, the Association may declare the entire balance of such Annual or Special Maintenance Assessment due and payable in full and may file a Memorandum of Lien or similar instrument among the land records or other appropriate office, recording the Association's continuing contractual lien against the Owner's Lot for Assessments.

The lien evidenced hereby shall bind the Lot or Lots herein described in the hands of the then Owner thereof, his heirs, devisees, personal representatives, and the personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without establishing, perfecting, foreclosing or waiving the lien provided for herein to secure the same.

No suit or other proceeding may be brought to enforce or foreclose the lien except after ten (10) days' written notice to the Member, given by Registered or Certified Mail - Return Receipt Requested, postage prepaid, to the address of the Member shown on the roster of Members maintained by the Association.

Any assessment not paid within ten (10) days after the due date shall be delinquent and shall accrue a late charge in the amount of \$10.00, or such other amount as may be established by the Board from time to time; and the Association may bring an action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided by law or, if no separate provision is made by law, then in a manner now or hereafter provided by law for the foreclosure of mortgages, deeds of trust or other liens on real property in the Commonwealth of Virginia containing a power of sale or consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment. Suit for any deficiency may be maintained in the same proceeding.

The Association shall notify the holder of the First Mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

Section 7. Assessment Certificates. The Association shall, upon written demand at any time, by Registered or Certified Mail, furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing and in form sufficient for recordation signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid as to a particular Lot. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. Failure of the Association to furnish or make available such a certificate within ten (10) business days following the receipt of such a written request shall extinguish the right of the Association to claim the lien for such assessment provided by law and provided for in this Declaration, and a charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Association for each certificate so delivered.

Section 8. Subordination of the Lien to Mortgages or Deeds of Trust. The lien of the assessment provided herein shall be subordinate to the lien of any first mortgage or Deed of Trust securing an obligation made in good faith and for value received recorded prior to the date of recording of the Notice of Lien by the Association, and shall be subordinate to the lien of any such first mortgage or Deed of Trust recorded after receipt of a written statement from the Board of Directors reflecting the payment of assessment as to said Lot which is encumbered by such mortgage or Deed of Trust. Sale or transfer of any Lot shall not extinguish the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of any first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following properties subject to this Declaration shall be exempt from the assessments created herein; (a) all of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) all of the Property owned by charitable or other organizations exempt from taxation by the laws of the Commonwealth of Virginia; and (d) all properties which upon annexation are describable by reference to (a), (b) or (c). However, no land or improvements upon which a Dwelling is located shall be exempt from said assessments.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The Annual Maintenance Assessments provided for herein shall commence on the Lots subject to the Declaration on the first day of the month following the issuance by appropriate governmental authorities of a residential use and occupancy permit on such Lot. The first Annual Maintenance Assessment shall be adjusted accordingly to the number of months remaining in the calendar year.

Section 11. Dissolution of Association. In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each Lot shall continue to be subject to the Annual Maintenance Assessment specified in Section 1 of this Article, and each Owner shall continue to be personally obligated for such Annual Maintenance Assessment, to the extent that such Annual Maintenance Assessments are required to enable the grantee of the Property owned by the Association to properly

maintain it. In no event, however, shall the Annual Maintenance Assessment exceed the amount that would otherwise be payable to the Association in accordance with the provisions of Section 4 and Section 5 of this Article.

ARTICLE VI

ARCHITECTURAL CONTROL; PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Architectural Control Committee ("Committee"). Except for construction or development by, for or under contract with the Declarant or any Builder, and except for any improvements to any Lot or to the Common Areas accomplished by the Declarant or a Builder concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by an Architectural Control Committee designated by the Board of Directors.

Section 2. Architectural Control Committee - Operation. The Board of Directors shall appoint a Committee. The Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors. The affirmative vote of a majority of the members of the Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc. Upon approval by the Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Committee) have been submitted to it in writing, then approval will not be required and the requirements of this Article will be deemed to have been satisfied.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are finally approved by the Committee (whether by affirmative action or by forbearance from action, as provided in Section 3 of this Article), and shall be substantially completed within twelve (12) months following the date of commencement, or

within such other longer or shorter period as the Committee shall specify in its approval. In the event construction is not commenced or substantially completed within the applicable period aforesaid, then approval of the plans and specifications approved by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance, or revisions thereto are submitted for substantially the same use.

Section 5. Rules and Regulations, etc. The Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines. The Committee shall propose policy standards, guidelines and criteria regarding architectural control matters to the Board of Directors for approval. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Committee shall be final except that any Member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Committee to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 6. Prohibited Uses and Nuisances. Except for the activities of the Declarant and any Builder during the construction or development of the community, or as may be necessary temporarily in connection with reasonable and necessary repairs or maintenance to any Dwelling or upon the Common Areas:

(a) no noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Dwelling or upon the exterior of any other improvements;

(b) the maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the Committee, shall have the authority, after a hearing, to determine whether a particular pet is a nuisance or a source of

annoyance to the other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Areas unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate;

(c) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any kind shall be permitted on any Lot;

(d) except as elsewhere provided in this Declaration, no junk vehicle, trailer, camper, camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like;

(e) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash and other refuse shall be placed in covered containers, or plastic bags as designated by the Association. The Association reserves the right to remove such containers left in violation of this provision;

(f) no Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. No portion of any Dwelling (other than the entire Dwelling) shall be leased. The provisions of this subsection shall not apply to the Declarant or the Association, and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right of way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose, or the adjustment of boundary lines or resubdivision as set forth in Article IV, Section 1(h), above;

(g) except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any Lot above the surface of the ground;

(h) no Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth;

(i) no sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through the Committee or a duly appointed subcommittee.

The Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate;

(j) no structure of a temporary character, and no trailer, tent, barn, pen, kennel, run, stable or outdoor clothes line shall be erected, used or maintained on any Lot at any time;

(k) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or Dwelling, provided, however, that one temporary real estate sign not exceeding five (5) square feet in area, may be erected upon any Lot or attached to any Dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Dwelling. The provisions and limitations of this subsection shall not apply to any Institutional First Mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such Mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure;

(l) no structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels. No storage shall be allowed outside of the fenced rear yard;

(m) no outside television, radio or other aerial, dish or antenna for either reception or transmission, shall be maintained upon the Property, except that such aerials or antennae may be erected and maintained within the Dwellings located upon the Property;

(n) no Member shall make any private or exclusive or proprietary use of any of the Common Areas, except with the specific approval of the Board of Directors, and then only on a temporary basis, and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.

Section 7. Residential Use - Leasing. All Dwellings shall be used for private residential purposes exclusively. Any Owner who leases his Dwelling shall provide a copy of such lease to the Association. Any and all lessees shall acknowledge within their applicable leases the receipt of a copy of this Declaration and of the By-Laws of the Association, and their intention to comply with all provisions of said Declaration and By-Laws. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any Lot or Dwelling for promotional or display purposes, or as "model homes," a sales office, construction office or the like.

Section 8. House Rules, etc. There shall be no violation of any rules for the use of the Common Areas and community facilities or "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration

which may from time to time be adopted by the Board of Directors of the Association and circulated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 9. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the Covenants or Restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Committee required herein, and, upon written notice from the Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration exists on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VII

MANAGEMENT AGREEMENTS LIMITED WARRANTY

Section 1. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing.

Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated, with or without cause and without the payment of any penalty or termination fee, by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 2. Limitation of Liability. The Association shall not be liable to any Member for loss or damage, by theft or

otherwise, of articles which may be stored within or upon the Common Areas. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE VIII

EASEMENTS

Section 1. Reservation of Easement Rights by the Declarant. The Declarant hereby reserves for itself and all Class A Builder Members a non-exclusive easement and right of way in, through, over and across the Common Areas for the following purposes: the storage of building supplies and materials, construction development and sales activity; and in, through, over and across the Lots and the Common Areas for the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains, footing drains, utilities and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction, the development of the Property, and the provision of utility services, whether public or private, to the community and to other property adjacent to, or in the vicinity of, the community. The Declarant further reserves a nonexclusive easement over all Lots and Common Areas for a distance of twenty-five (25) feet behind any Lot line which parallels a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, and/or entrance features, lighting, stone, wood, or masonry wall features, and/or related landscaping. Upon completion of any signs on the Property, the Association shall repair and maintain same at its sole cost and expense. Any and all instruments of conveyancing made by the Declarant to the Association with respect to any of the Common Areas shall be conclusively deemed to incorporate these reservations, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of these reservations as may be necessary.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights of way over the Common Areas for sanitary and storm sewer purposes, street lights, water lines, electrical cables, television cables, telephone cables, gas lines, storm drains, cables, underground conduits and such other purposes related to the provisions of utility services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Areas and for the preservation of the health, safety, convenience and welfare of the Owners or the Declarant.

Section 3. Declarant's Easements to Correct Drainage. For such a period of two years from the date of conveyance of each Lot, the Declarant (or the Builder, if different, as to any Parcel which such Builder may own, in whole or in part) reserves an easement and right on, over, and under the ground within that Lot to maintain and to correct drainage of surface water in order

to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant (or Builder) shall restore the affected property to its original condition as near as practicable. The Declarant (or Builder) shall give reasonable notice of intent to take such action to all affected Owners, unless in the reasonable judgment of the Declarant (or Builder) an emergency exists which precludes such notice.

Section 4. Easement for Governmental Personnel and Ingress-Egress. A right of entry on, over and across any Lot or Common Area is hereby granted to law enforcement officers, and fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access. An easement of ingress and egress is hereby granted in favor of all Members, their invitees, guests and tenants on, over and across the private streets within the Common Area as indicated on any recorded subdivision plat for the Property.

ARTICLE IX

PARTY WALLS

Section 1. Party Walls. Each wall which is built as part of the original construction of the Dwellings upon the Property and placed on the dividing line between Lots or partly on one Lot and partly on another 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 of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Repairs 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 equal shares. Nothing shall be done by any Owner which impairs the structural integrity of any party wall or which diminishes the fire protection afforded by any party wall. No Owner shall use any party wall for any purpose which creates a hazard or nuisance for any other Owner who makes use of the party wall.

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, of the right of any such Owner 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, any Owner who by his negligent or willful act causes a 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. Encroachments. If any portion of a party wall shall encroach upon any adjoining Lot, or upon the Common Areas, by reason of reconstruction, settlement or shifting or any building, or otherwise, a valid easement for encroachment and for the maintenance of the same as long as the building stands, shall exist.

Section 7. 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 X

GENERAL PROVISIONS

Section 1. Amendment. Subject to the other limitations set forth in this Declaration, including approval of Mortgagees, FHA and/or VA, as applicable, this Declaration may be amended only by an instrument executed and acknowledged by the votes of two-thirds (2/3) of each class of the then Members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. Notwithstanding anything contained herein to the contrary, the Declarant may unilaterally amend this Declaration for any reason prior to the conveyance of any Common Area to the Association, and thereafter may so amend it to correct any defects required to be corrected by Fairfax County, Virginia, or the FHA or VA.

Section 2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are created in this Declaration, 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 any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of twenty (20) years each, unless prior to the expiration of any such period the Covenants and Restrictions are expressly terminated by an instrument signed by Owners of not less than eighty percent (80%) of the Lots, and with the approval of Mortgagees as provided in this Article and of necessary governmental authorities, if any.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to accomplish the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction, either to restrain or enjoin violation or to recover damages or both, and against any Lot to enforce the lien created hereby; and the failure or forbearance by the Association or 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.

In addition, the Board of Directors or the Architectural Control Committee, as appropriate, have the power to impose charges for a violation of the Covenants and Restrictions, the Association's legal documents or rules and regulations. Charges may not exceed fifty dollars (\$50.00) for each violation or ten dollars (\$10.00) per day for a violation of a continuing nature. ~~No charge may be imposed for failure to pay an assessment except as otherwise provided in the Declaration.~~

The provisions hereof may be enforced, without limitation, by the Declarant, by the Association, by any Owner or any Mortgagee which becomes subject to the provisions hereof and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Areas owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within Covenants or Restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 4. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Original Declarant hereunder, or any part of them, may be assigned and transferred (in whole or in part) by the Original Declarant, in its sole discretion, with or without notice to the Association. Upon any such assignment by the Original Declarant, all obligations, rights, liabilities and responsibilities of the Original Declarant automatically, thereafter, become null and void with respect to the Original Declarant and are assumed by the Successor Declarant. In addition, the Successor Declarant may assign and transfer (in whole or in part), in its sole discretion, its rights, reservations, easements, interests, exemptions, privileges and powers, or any part of them, to a subsequent Successor Declarant, with or without notice to the Association, whereby all obligations, rights, liabilities and responsibilities of the Successor Declarant shall automatically, thereafter, become null and void with respect to the Successor Declarant and be assumed by the assignee Successor Declarant.

Section 5. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 6. Notices. Unless otherwise specified in this Declaration, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas.

Section 8. Severability. Invalidation of any one of these Covenants or Restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 9. Mortgage Holder Consents. Any other provision of this Declaration to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of at least sixty-six and two-thirds percent (66-2/3%) of the Institutional Holders of all First Mortgages:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas; provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas by the Members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify the method of determining and collecting Annual or Special Maintenance Assessments or other assessments as provided for in this Declaration; or

(d) fail to maintain fire and extended coverage insurance on insurable Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value of such Common Areas, based upon current replacement cost; or

(e) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the Common Areas.

The modification or amendment of any material or substantive provision of this Declaration, the Articles of Incorporation or the By-Laws of the Association shall not be permitted or undertaken without such consent by fifty-one percent (51%) of the Institutional Holders of all First Mortgages.

Section 10. Consent of Veterans Administration and/or Federal Housing Administration. Provided that any Lot in the project is then encumbered by a Mortgage which is guaranteed by the Veterans Administration and/or the Federal Housing Administration and, provided further, that there are then Class B memberships and/or Class A Builder memberships of the Association outstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Veterans Administration and/or the Federal Housing Administration:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas; provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas by the Members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any provision of this Declaration or the By-Laws of the Association.

(d) annexation of adjacent real property, except with regard to the property to be annexed which is described and identified in Article II, Section (1) herein.

Section 11. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the First Mortgage on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the First Mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any First Mortgage and the protection extended in this Declaration to the holder of any First Mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the First Mortgage on the Lot which is the subject matter of such suit or proceeding.

Any Institutional First Mortgagee of any Lot upon the Property may pay any taxes, utility charges or other charge levied against the Common Areas which are in default and which may or have become a charge or lien against any of the Common Areas and any such Institutional First Mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the Common Areas. Any First Mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 12. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all First Mortgages of record on the Lots. No provision of this Declaration or the By-Laws of the Association shall entitle any Member to any priority over the holder of the First Mortgage of record on his Lot with respect to the distribution to such Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas.

Section 13. Condemnation or Eminent Domain. In the event any part of the Common Area is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all First Mortgages. No provision of this Declaration or the By-Laws of the Association shall entitle any Member to any priority over the holder of the First Mortgage of record on his Lot with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas.

Section 145. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part

of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

WITNESS the following signature and seal:

WOODGATE III CORPORATION

BY: Bernadette R. Manera (Seal)
Name: BERNADETTE R. MANERA
Title: PRESIDENT

COMMONWEALTH/STATE OF VIRGINIA
CITY/COUNTY OF FAIRFAX, TO WIT:

I, the undersigned, a Notary Public in and for the Commonwealth/State and City/County aforesaid, whose commission as such expires on the 6 day of OCTOBER 1992, do hereby certify that BERNADETTE MANERA, as PRESIDENT, of WOODGATE III CORPORATION, whose name is signed to the foregoing document bearing date on the 10th day of MARCH, 1989, has signed and acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand and seal this 10 day of MARCH, 1989.

[Signature]
Notary Public

LM502701.DEC
2/3/89

APR -3 1989
RECORDED FAIRFAX CO VA
TESTE: [Signature]
CLERK

THIS DEED OF DEDICATION AND RESUBDIVISION, DEED OF CONVEY-
 ANCE, DEED OF EASEMENT AND RELEASE made this 10th day of
March, 1989, by and between WOODGATE, III CORPORATION, a
 Virginia corporation, party of the first part; WOODGATE COMMUNITY
ASSOCIATION, a Virginia non-stock, not-for-profit corporation,
 party of the second part; THE BOARD OF SUPERVISORS OF FAIRFAX
COUNTY, VIRGINIA, a body corporate and body politic, party of the
 third part; DANIEL L. BRAGG and ALVIN L. GUNTHER, Trustees,
 parties of the fourth part; DOMINION BANK OF NORTHERN VIRGINIA,
N.A., party of the fifth part; FAIRFAX COUNTY PARK AUTHORITY, a
 body corporate and body politic, party of the sixth part; and
FAIRFAX COUNTY WATER AUTHORITY, a body corporate and body politic,
 party of the seventh part.

BK7298 1117

W I T N E S S E T H :

LIGHT ORIGINAL

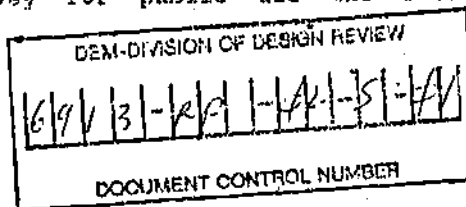
WHEREAS, the party of the first part is the sole owner of the
 property shown on the plat dated October 9, 1987 and revised on
 June 8, 1988 and on November 2, 1988, numbered B-570, prepared by
 Christopher Consultants Ltd., which is attached hereto and made a
 part hereof (hereinafter referred to as "the Plat"), which is the
 land conveyed to the party of the first part by a certain Deed
 recorded in Deed Book 7205 at Page 597, among the land records of
 Fairfax County, Virginia (hereinafter referred to as the
 "Property"); and

LIGHT ORIGINAL

WHEREAS, BY Deed of Dedication recorded in Deed Book 437 at
 Page 256, among the land records of Fairfax County, Virginia, the
 Property was subdivided into Lots 48 through 53, inclusive, CENTER
 HEIGHTS; and

WHEREAS, it is the desire of the party of the first part to
 resubdivide the Property into Lots 1 through 74, inclusive, and
 Parcels A, B, C, D and E, Section One (1), WOODGATE MANOR and to
 dedicate, grant and convey for public use the streets and

4608 Pinecrest Office Park Dr.
 Suite F
 Alexandria, VA 22312
 (703) 858-8200



easements in accordance with this Deed of Dedication and Resubdivision, Deed of Conveyance, Deed of Easement and Release and the Plat which is attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire and intent of the party of the first part hereto to grant and convey unto The Board of Supervisors of Fairfax County, Virginia, party of the third part, and to the Fairfax County Water Authority, party of the seventh part, the easements in the locations as shown on the Plat attached hereto and as hereinafter provided; and

WHEREAS, it is the desire and intent of the party of the first part to convey unto Woodgate Community Association, party of the second part, those certain tracts or parcels of land shown on the Plat attached hereto as Parcels A and C, Section One (1), WOODGATE MANOR; and

WHEREAS, it is the desire and intent of the party of the first part to convey unto the Fairfax County Park Authority, party of the sixth part, that certain tract or parcel of land shown on the Plat attached hereto as Parcel B, Section One (1), WOODGATE MANOR; and

WHEREAS, the parties of the fourth part are Trustees on a certain Deed of Trust encumbering the Property recorded in Deed Book 7205 at Page 598, among the land records of Fairfax County, Virginia, securing Dominion Bank of Northern Virginia, N.A., party of the fifth part, and the parties of the fourth part with consent and joinder of the party of the fifth part are willing to release a portion of the Property and the easements dedicated and conveyed herein from the lien thereby created; and

WHEREAS, it is the desire and intent of the party of the first part to subject Lots 1 through 74, inclusive, and Parcels A, C, D, and E, Section One (1), WOODGATE MANOR to the Declaration of Covenants, Conditions, and Restrictions for Woodgate Community

Association, which Declaration is attached hereto, incorporated herein by reference and recorded hereafter.

NOW, THEREFORE in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the party of the first part, with the consent and joinder of the parties of the fourth and fifth parts, does hereby resubdivide the Property known as Lots 48 through 53, inclusive, CENTER HEIGHTS into Lots 1 through 74, inclusive, and Parcels A, B, C, D and E, Section One (1), WOODGATE MANOR, in accordance with the Plat attached hereto and made a part hereof.

Except as expressly amended herein, the Deed of Dedication recorded in Deed Book 437 at Page 256 among the land records of Fairfax County, Virginia is unmodified and hereby reaffirmed.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the party of the first part does hereby dedicate for public street purposes and does further convey unto the party of the third part in fee simple, those portions of the Property containing 1.4698 acres that are shown and described as areas "Hereby Dedicated To Public Street Purposes" on the Plat attached hereto and incorporated herein by reference.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the party of the first part does hereby grant and convey unto The Board of Supervisors of Fairfax County, Virginia, party of the third part (the "County"), the easements as hereafter set forth in the respective locations shown on the Plat attached hereto and incorporated herein by reference, as follows:

A. The sidewalk easements for ingress and egress, over and across the easement areas, as more particularly described on the Plat attached hereto and made a part hereof.

B. A storm water management easement as more particularly described on the Plat attached hereto and made a part hereof.

C. Sight distance easements for the purpose of vehicular sight, a distance of 3.5 feet above ground level in conformance with Virginia Department of Transportation standards, with the owner(s) of the underlying property reserving the right to place on the property fences, shrubbery, structures or other facilities within the bounds of said easements, provided that the fence, shrubbery, structure or other facilities shall not extend higher than 3.5 feet above ground level, as more particularly bounded and described on the Plat attached hereto and made a part hereof with specific reference to Note 13 thereon.

D. An easement for ingress and egress, for construction and maintenance of utilities, for County and other emergency vehicles, and for the purpose of performing any and all functions, governmental or proprietary, which the County may find necessary or desirable to perform, including but not limited to police and fire protection, over and across all private streets, common driveways and Parcel A, Section One (1), WOODGATE MANOR, as more particularly described on the Plat attached hereto and made a part hereof with specific reference to Note 4 thereon.

E. A flood plain easement as more particularly described on the Plat attached hereto and made a part hereof with specific reference to Note 12 thereon.

F. A turnaround easement as more particularly described on the Plat attached hereto and made a part hereof.

G. Easements and rights-of-way for the purpose of constructing, operating, maintaining, adding to, or altering present or future storm drainage lines or other drainage structures, plus

necessary inlet structures and appurtenances for the collection of storm sewage and its transmission through and across the Property, said easements being more particularly bounded and described on the Plat attached hereto and made a part hereof;

H. Easements and rights-of-way for the purpose of constructing, operating, maintaining, adding to, or altering present or future sanitary sewer lines and appurtenant structures for the collection and transmission of sanitary sewer through and across the Property, said easements being more particularly bounded and described on the Plat attached hereto and made a part hereof.

Easements in Paragraphs B, E, G and H above are subject to the following conditions:

1. All manholes, inlet structures, and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way including the right of access to and from the rights-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and, further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, and other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction operation, and maintenance of said easements; provided, however, that the County at its own expense shall restore, as nearly as possible,

the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of fences and shrubbery, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The party of the first part reserves the right to construct and maintain roadways over said easements and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided, however, that the party of the first part shall not erect any building or other structure, excepting a fence, on the easements without obtaining the prior written approval of the County.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part does hereby grant and convey unto the Fairfax County Water Authority, party of the seventh part, its successors and assigns, the easements and rights-of-way for the purpose of installing, constructing, operating, maintaining adding to or altering and replacing present or future water mains including fire hydrants, valves, meters, building service connections and other appurtenant facilities, for the transmission and distribution of water through, upon and across the Property, said easements being more particularly bounded and described on the Plat attached hereto and made a part hereof.

Said easements are subject to the following conditions:

1. All water mains and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the Authority, its successors and assigns.

2. The Authority and its agents shall have full and free use of the said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way including the right of access to and from the rights-of-way and right to use abutting land adjoining the easements; provided, however, that this right to use abutting land adjoining the easements shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance; and further this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.

3. The Authority shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, and other facilities in or abutting the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said water mains and appurtenant facilities; provided, however, that the Authority at its own expense shall restore, as nearly as possible, to their original condition, all land or premises included within or abutting the said easements which are disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement and repair of roads, parking areas and sidewalks, the replacement of fences, the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery and the replacement of structures and other facilities located without the easements, but shall not include the replacement of trees or the replacement of structures and other facilities located within the easements.

4. The party of the first part reserves the right to construct and maintain roadways, parking areas, sidewalks, and walkways over said easements and to make use of the easements

herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the Authority for the purposes named; provided, however, that the owner shall not erect any building or other structure, excepting a fence, or change existing ground elevation, or impound water on the easements without obtaining the prior written approval of the Authority.

5. At such time as any portion of the land within the above-described easements is accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by the Authority by this instrument in such portion of land shall cease and terminate, provided that the Commonwealth of Virginia or any appropriate agency thereof concurrently grants to the Authority all necessary permits for the continued operation, maintenance, inspection, repair and replacement of its water mains and appurtenant facilities in said location.

6. The party of the first part covenants that it is seized of and has the right to convey the easements, rights and privileges, that the Authority shall have quiet and peaceable possession, use and enjoyment of the aforesaid easements, rights and privileges, and that the party of the first part shall execute such further assurances thereof as may be required.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the party of the first, with the consent and joinder of the parties of the fourth and fifth parts, as sole owner and proprietor of the Property, does hereby subject Lots 1 through 74, inclusive, and Parcels A, C, D and E, Section One (1), WOODGATE MANOR, as described on the Plat attached hereto and made a part hereof, to the Declaration of Covenants, Conditions and Restrictions for

Woodgate Community Association that is attached hereto and recorded immediately hereafter among the land records of Fairfax County, Virginia which is incorporated herein and made a part hereof by reference, and as may be amended as authorized by the terms thereof and accepted by appropriate authorities of Fairfax County, Virginia.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the party of the first part does hereby grant bargain, sell and convey unto Woodgate Community Association, a Virginia non-stock corporation, party of the second part, with General Warranty of Title, Parcels A and C, Section One (1), WOODGATE MANOR, as shown on the Plat attached hereto and incorporated herein by reference.

This conveyance is made subject to conditions, restrictive covenants, agreements, rights-of-way and easements contained in the Deeds forming the chain of title to this property, and this conveyance is made subject to the terms of the Declaration of Covenants, Conditions and Restrictions for Woodgate Community Association, attached hereto and recorded immediately hereafter among the land records of Fairfax County, Virginia which is incorporated herein and made a part hereof by reference, to which Declaration the party of the second part agrees to be specifically bound, by acceptance of this conveyance.

This conveyance is made subject to the further condition and restriction that Parcel A and Parcel C, Section One (1), WOODGATE MANOR, shall not be denuded, defaced, or otherwise disturbed in any manner at any time without the approval of the appropriate county departments.

The party of the first part covenants that it has the right to convey the herein described property to the party of the second part; that it has done no act to encumber the same; that the party

of the second part shall have quiet and peaceable possession thereof; free from the claim of any persons whomsoever; and that the party of the first part will execute such further assurances of title thereto as may be requisite and necessary.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt and sufficiency of which hereby acknowledged, the party of the first part does hereby grant and convey unto the Fairfax County Park Authority, party of the sixth part, with General Warranty of Title, Parcel B, Section One (1), WOODGATE MANOR, as shown on the Plat attached hereto and incorporated herein by reference.

This conveyance is made subject to conditions, restrictive covenants, agreements, rights-of-way and easements contained in the Deeds forming the chain of title to this property.

This conveyance is made subject to the further condition and restriction that Parcel B, Section One (1), WOODGATE MANOR, shall not be denuded, defaced, or otherwise disturbed in any manner at any time without the approval of the appropriate county departments.

The party of the first part covenants that it has the right to convey the herein described property to the party of the sixth part; that it has done no act to encumber the same; that the party of the sixth part shall have quiet and peaceable possession thereof; free from the claim of any persons whomsoever; and that the party of the first part will execute such further assurances of title thereto as may be requisite and necessary.

THIS DEED FURTHER WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties of the fourth part, with the consent and joinder by the party of the fifth part, hereby reconvey, quitclaim and release the said

Parcels A, B and C, Section One (1), WOODGATE MANOR, and the 1.4698 acres of land dedicated for public street use and do hereby release the land granted and conveyed herein as easements (not as to the underlying fee) from the lien, force and effect of the Deed of Trust recorded in Deed Book 7205 at Page 598, among the land records of Fairfax County Virginia.

THIS DEED OF DEDICATION AND RESUBDIVISION, DEED OF CONVEYANCE, DEED OF EASEMENT AND RELEASE is made in accordance with the statutes made and provided in such cases, with the approval of the proper authorities of Fairfax County, Virginia, as shown by the signatures affixed to the Plat attached hereto, and is in accordance with the free consent and desire of the party of the first part, and the parties of the fourth and fifth parts, sole owner, trustees, noteholders and proprietors of the Property embraced within the bounds of said subdivision.

WITNESS the following signatures:

WOODGATE III CORPORATION

By: *Bernardine D. Johnson*
Name: *Bernardine D. Johnson*
Title: *President*

Daniel L. Bragg
DANIEL, L. BRAGG, TRUSTEE

Alvin L. Gunther
ALVIN GUNTHER, TRUSTEE

DOMINION BANK OF NORTHERN VIRGINIA, N.A.

By: *Thomas J. ...*
Name: *Thomas J. ...*
Title: *Assistant Vice President*

COMMONWEALTH/STATE OF VIRGINIA
CITY/COUNTY OF FAIRFAX, TO WIT

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the 6TH day

of OCTOBER, 1992, do hereby certify that BERNADETTE MANARA, as PRESIDENT of Woodgate III Corporation whose name is signed to the foregoing document bearing date on the 10th day of March, 1989, has signed and acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and seal this 2ND day of FEBRUARY, 1989.

[Signature]
Notary Public

COMMONWEALTH/STATE OF VIRGINIA
CITY/COUNTY OF FAIRFAX, TO WIT

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the 24th day of February, 1992, do hereby certify that Donald L. Bragg, Trustee, whose name is signed to the foregoing document bearing date on the 10 day of March, 1989 has signed and acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and seal this 2nd day of February, 1989.

[Signature]
Notary Public

COMMONWEALTH/STATE OF VIRGINIA
CITY/COUNTY OF FAIRFAX, TO WIT

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the 17th day of November, 1991, do hereby certify that Alvin L. Gunther, Trustee, whose name is signed to the foregoing document bearing date on the 10th day of March, 1989, has signed and acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and seal this 2nd day of February, 1989.

[Signature]
Notary Public

COMMONWEALTH/STATE OF VIRGINIA
CITY/COUNTY OF FAIRFAX, TO WIT

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the 17th day of November, 1991, do hereby certify that Thomas J. VanLierde, as Assistant Vice President of Dominion Bank of Northern Virginia, N.A., whose name is signed to the foregoing document bearing date on the 10th day of March, 1989, has signed and acknowledged the same before me in my County and State aforesaid.

BK7298 7.29

GIVEN under my hand and seal this 2nd day of February,
1989.

Carol A. Price
Notary Public

LM502701.DOD

CONVEYANCE ACCEPTED BY:

FAIRFAX COUNTY PARK AUTHORITY

By: [Signature]
Name: JAMES A. HEBERLEIN
Title DEPUTY DIRECTOR

COMMONWEALTH/STATE OF Virginia
CITY/COUNTY OF Fairfax, to-wit:

I, the undersigned, Notary Public in and for the Commonwealth/State and City/County aforesaid, whose commission as such expires on the 13th day of November, 1992, do hereby certify that James A. Heberlein as Deputy Director of FAIRFAX COUNTY PARK AUTHORITY, whose name is signed to the foregoing document bearing date on the 10th day of March, 1989, has signed and acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand and seal this 10th day of March,
1989.

Christine J. Hoffman
Notary Public

APR -3 1989

with plat attached

-13-

RECORDED FAIRFAX CO VA

TESTE: [Signature]
CLERK