

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

GOVERNOR'S GROVE

THIS DECLARATION, made on the date hereinafter set forth by Governor's Grove, L.L.C., a Virginia limited liability company, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Fairfax County, State of Virginia, which is more particularly described on the legal description attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, Declarant hereby declares that all of the Property described on Exhibit "A" hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property described on Exhibit "A" hereto, 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 Governor's Grove Homeowners Association, Inc., a non-stock, non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Declarant owns or may acquire other real property described in Exhibit "B" hereto which may be subjected to this Declaration.

Section 4. "Common Area" shall mean any real property (including any improvements thereon) owned or to be owned by the Association for the common use and enjoyment of the Owners including the wet pond.

Section 5. "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 Areas.

Section 6. "Declarant" shall mean and refer to Governor's Grove, L.L.C., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservation, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

Section 7. "Mortgagee" shall mean 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 deeds of trust. "First Mortgagee," as used herein, shall mean the holder of 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 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 term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 8. "Participating Builder" shall mean a person or entity which owns a Lot or Lots for the purpose of constructing improvements and is so designated as a Participating Builder by the Declarant.

ARTICLE II

Property Rights

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

(a) The right of the Association to suspend the rights of use of the Common Area of an Owner (except for the roads and access ways) for so long as an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

(b) The right of the Association, acting through the Board of Directors, to mortgage the Common Areas subject to such member, Mortgagee and agency approvals as are provided in this Declaration;

(c) The right of the Association to establish uniform rules and regulations pertaining to the use of and the personal conduct of the Owners, occupants and guests on the Common Area and any facilities thereon;

(d) The right of the Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves, provided, however, that such use shall not be for a period of more than five (5) years after the conveyance of the Common Area to the Association, or the sale of all the residential Lots within the Properties, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the Common Area or any facilities thereon;

(e) The right of the Association, acting by and through its Board of Directors, 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 (without cost to Declarant) 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 Area;

(f) The right of the Association, acting by and through its Board of Directors, 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;

(g) The right of the Association, acting through the Board of Directors to convey or transfer all or any part of the Common Areas, subject to such member, Mortgagee and agency approvals as are provided in this Declaration; and

(h) The right of the Association, acting through the Board of Directors, without member, Mortgagee or agency approvals and consistent with existing local

jurisdiction's zoning and subdivision ordinances, to transfer any part of the Common Area for the purpose of adjusting lot lines in accordance with reasonably stated provisions.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or

(ii) December 31, 2003.

Notwithstanding the foregoing, in the event of annexation of any additional properties after the occurrence of the events described above, Class B membership shall be revived with respect to all Lots owned by the Declarant on the annexed property. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(i) when the total votes outstanding in the Class A memberships in the annexed property equal the total votes outstanding in the Class B membership in such annexed property, or

(ii) Four (4) years from the date of recordation of the Deed of Dedication or Supplemental Declaration for such annexed property.

Section 3. Board of Directors.

(a) The business and affairs of the Association shall be managed by a Board of Directors elected by the members without regard to class of membership.

(b) Until the first meeting of the members held within one hundred twenty (120) days after Class B membership has terminated, the Board of Directors shall consist of three (3) directors appointed by the Class B Member. As long as the Developer has the status of a Class B Member, it shall have the right to appoint three (3) Directors.

(c) On and after the first meeting of the members after Class B membership has terminated, Directors shall be elected by the members in accordance with Article IV of the Bylaws of the Association. The number of directors shall be determined from time to time in accordance with the provisions of the Bylaws of the Association.

ARTICLE IV

Covenant for Maintenance Assessments

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Six Hundred Fifty and No/100 Dollars (\$650.00) per Lot for Class A members.

(a) The Class B member shall pay either 25% of the Class A member assessment levied in any given year for each Lot owned by the Declarant or shall fund any Association operating budget operating deficits and pay for any maintenance on its Lots until the Class B member (Declarant) has conveyed 75% of said Lots to Owners, (other than to Declarant). Notwithstanding the foregoing, Declarant shall pay full assessments on all Lots owned by Declarant upon which a dwelling unit has been completed and is occupied.

(b) Any Participating Builder shall pay a one time assessment of \$100.00 to the Association for each Lot at the time of conveyance of the Lot to a Participating Builder. In addition the Participating Builder shall pay 25% of the annual assessment to the Association for each Lot owned during the first twelve months of ownership. After twelve months of ownership, a Participating Builder shall pay full assessments on all Lots owned by a Participating Builder. Notwithstanding the foregoing, a Participating Builder shall pay full assessments on all Lots owned by a Participating Builder upon which a dwelling unit has been completed and is occupied.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment described above may be increased by the Board of Directors, without a vote of the Class A membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and insurance premium payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(d) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the amount described in paragraph (c) above by written approval or vote of at least a majority of the Class A members.

(e) The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Any special assessment may be rescinded by a majority vote in person or by proxy, at a meeting of the Members convened within sixty (60) days of notice of the special assessment.

Section 5. Uniform Rate of Assessment. Except as otherwise provided in Section 3 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly or quarterly basis, as determined by the Board of Directors.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots subject to this Declaration on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer for the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association with the status of assessments on the Lots shall be binding on the Association on the date of its issuance.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be assessed a late fee in the amount of fifty percent (50%) of the assessment due and shall bear interest from the due date at a rate of ten percent (10%) interest per annum or such greater amount as may be determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability

for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority;
- (b) the Common Area; and
- (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia, provided that no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Area 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 in any banking institution, the accounts of which are insured by any State or by an 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. At least Ten Thousand and No/100 Dollars (\$10,000.00) shall be established in a reserve fund during the first five (5) years of the Association's existence and continued for the maintenance of the Common Area wet pond on the Property. The reserve for replacements of the Common Area may be expended only for the purpose of affecting the repair, replacement or improvement of the Common Area, major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Area. 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 his 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 11. Initial Working Fund. The Board of Directors shall levy an "initial" assessment at settlement against the Owner of a Lot (other than a Participating Builder) who is a Class "A" member at the time of conveyance. Such initial assessment shall be in an amount equal to two (2) months of the annual assessment, and shall be used for commencing the business of the Association or any other purpose established by the Board of Directors.

ARTICLE V

Architectural Control

Section 1. Building Restrictions. No building, fence, wall, swimming pool or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alternation therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. The Board of Directors may appoint a committee of Owners to perform the review duties described in this Declaration.

Section 2. Review Process. The Board of Directors shall regulate the external design, appearance and locations of the Property and improvements thereon in such a manner so as to preserve and enhance values and to maintain harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Board of Directors shall:

- (a) Review and approve, modify or disapprove, within forty-five (45) days, all written applications of Owners for improvements or additions to Lots or for modifications and changes to the improvements to the Lots. All applications not acted upon within forty-five (45) days shall be deemed approved;
- (b) Periodically inspect the Property for compliance with architectural standards and approved plans for alteration;
- (c) Adopt procedures for the exercise of its duties; and
- (d) Maintain complete and accurate records of all actions taken.

Section 3. Declarant Exempt. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article V shall not be applicable to the Declarant, any Participating Builder, or any part of the Property owned by the Declarant or any Participating Builder as long as any Lot in the Property including any annexed to the Property is owned by the Declarant or a Participating Builder.

ARTICLE VI

Use Restrictions

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling, and for ancillary purposes allowed by applicable zoning laws or regulation.

Section 2. Except as may be permitted by Section I of this Article VI, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant and any Participating Builder may use the Property for model home sites and display and sales offices during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except the permanent entrance sign and one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the Property for sale or rent, except signs used by Declarant or Participating Builder to advertise the Property during the construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently. Garages may not be converted to living space or for any other use other than for parking and storage of vehicles. Except for Declarant's or Participating Builders' construction or sales purposes, no trailer, or similar equipment shall be permitted to remain upon the Property.

Section 6. No commercial, industrial or recreational vehicle (including boats) shall be parked on the Property without the written consent of the Board of Directors. No motorized vehicle may be used or maintained on the yards or sidewalks of any Lot or Common Area and no unlicensed vehicles are allowed on the Property. The Board of Directors shall have the right to tow any improperly parked vehicle or any vehicle, the keeping or parking of which in the Common Area violates this Declaration upon forty-eight (48) hours' notice posted on the vehicle.

Section 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lot subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. Pets must be leashed while on the Property and all pet waste collected and disposed of by the Owner.

Section 8. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Board of Directors. Nothing herein shall be deemed to apply to the storage on the Property by Declarant or Participating Builder of building materials during, and for use in, the construction of the improvements on the Property.

Section 9. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot without written consent of the Board of Directors. Normal radio and television installations wholly within a building are excepted.

Section 10. All Owners and occupants shall abide by the Declaration, Bylaws and any rules and regulations adopted by the Association. Rules and regulations shall be adopted and enforced pursuant to the Virginia Property Owners' Association Act. Any Owner, his tenants, guests or other invitees who violates the restrictions of this Declaration or the rules and regulations adopted by the Board of Directors shall be assessed a charge pursuant to Section 55-513 of the Virginia Property Owners' Association Act.

Section 11. Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation, rules and regulations and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing and shall be for an initial term of not less than six (6) months.

Section 12. None of the foregoing restrictions shall be applicable to the activities of:

(a) Declarant or any Participating Builder, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas and its facilities.

Section 13. During reasonable hours the Declarant, or member of the Board of Directors, or any other representative of any of them, shall have the right to enter upon and inspect any Lot for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE VII

Exterior Maintenance

Section 1. Owner's Responsibility. Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Certain trees which have been identified by Fairfax County may not be removed from Lots except if they are diseased or dead.

Section 2. Failure to Maintain. In the event an Owner shall fail to maintain his Lot and the improvements situated thereon, the Association shall have the right to enter upon said Lot, after reasonable notification of the owner, to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot and such lien may be enforced in the same manner as an annual assessment levied in accordance with Section 8, Article IV hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish any such lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Article VII shall affect the rights of the holder of any first mortgage on any Lot (of the indebtedness secured thereby); recorded prior to the recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

ARTICLE VIII

Amendment

Section 1. Material Amendments. Material amendments to the Declaration or extraordinary actions of the Association must be approved by members entitled to cast at least sixty-seven percent (67%) of the votes of Class A members present, in person or by proxy, and voting at any meeting of the Association held in accordance with Section 2 below. Notwithstanding the foregoing, the Declarant reserves the right to make changes or revisions to the Declaration to comply with the requirements of any secondary market mortgage agencies.

(a) A material amendment includes any adding, deleting or modifying any provision of the Declaration regarding the following:

- (i) assessment basis or assessment liens;
- (ii) any method of imposing or determining any charges to be levied against individual Owners;
- (iii) reserves for maintenance, repair or replacement of Common Area improvements;
- (iv) maintenance obligations;
- (v) allocation of rights to use Common Areas;
- (vi) any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;
- (vii) reduction of insurance requirements;
- (viii) restoration or repair of Common Area improvements;
- (ix) the addition, annexation or withdrawal of land to or from the Property other than that described in Article IX, Section 4;
- (x) voting rights;
- (xi) restrictions affecting leasing or sale of a Lot; or
- (xii) any provisions which is for the express benefit of mortgagees.

(b) An extraordinary action by the Association includes:

- (i) merging or consolidating the Association (other than with another non-profit entity formed for purposes similar to the Association);
- (ii) determining not to require professional management if that management has been required by the Association documents, a majority of eligible mortgagees or a majority vote of the members;
- (iii) expanding the Association to include land not previously described as additional land which increases the overall land

- area of the Property or number of dwelling units by more than ten percent (10%);
- (iv) abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of Common Areas (except for (a) granting easements which are not inconsistent with or which do not interfere with the intended common Area use; (b) dedicating Common Area as required by a public authority; (c) limited boundary-line adjustments made in accordance with the provisions of the Declaration or (d) transferring Common Area pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the Association);
 - (v) using insurance proceeds for purposes other than construction or repair of the insured improvements; or
 - (vi) making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget.

Section 2. Meeting Requirements. Meetings of the membership to approve a material amendment or extraordinary action described above shall be given at least twenty-five (25) days advance notice to all members. The notice shall state the purpose of the meeting and contains a summary of any material amendments or extraordinary actions proposed. The notice shall contain a copy of the proxy that can be cast in lieu of attendance at the meeting. The quorum requirement for the meeting is at least twenty percent (20%) of the total number of votes.

Section 3. Additional Material Amendments.

(a) Any material amendment which changes the rights of any specific class of members must also be approved by members entitled to cast at least fifty-one percent (51%) of the votes of all members of such class present, in person or by proxy, and voting at any meeting of the Association held in accordance with Section 2 above, or at least fifty-one percent (51%) of the total authorized votes of all members of such class.

(b) The following material amendments and extraordinary actions must be approved by members entitled to cast at least sixty-seven percent (67%) of the total authorized votes of all members of the Association, including at least a majority of the total authorized votes entitled to be cast by members other than the Declarant:

- (i) termination of the Declaration;
- (ii) dissolution of the Association except pursuant to a consolidation or merger; and

(iii) conveyance of all Common Areas.

(c) During Class B membership, all material amendments and extraordinary actions must have the approval of the Veterans Administration ("VA"), if VA has guaranteed any loans secured by Lots.

Section 4. Non-Material Amendments. All other amendments (other than material amendments or extraordinary actions described in Section 1 (a) and (b) above) must be approved by at least a majority of the votes entitled to be cast by all members present, in person or by proxy, and voting at any meeting of the Association at which a quorum is present, or in writing by members entitled to cast at least a majority of the total authorized votes of all members of the Association.

ARTICLE IX

General Provisions

Section 1. Enforcement. The Association, or any Owner, or any mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association. Failure by the Association or by any Owner or by any mortgagee of any Lot to enforce any covenant or restrictions herein contained or any provision of the Bylaws or Articles of Incorporation of the Association shall in no event be deemed a waiver of the right to do so thereafter. 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 or any provision of the Bylaws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages.

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

Section 3. Duration. Except where permanent easements or other permanent rights or interest are herein created, the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years each.

Section 4. Annexation. Additional lots or property described in Exhibit "B" hereto may be annexed to the Property without the consent of the Class A members of the

Association, if any. Additional lots or land in the vicinity of the Property that does not increase the acreage of the Property by more than ten percent (10%) of the total may be annexed to the Property without the consent of Class A Members.

Any annexations made pursuant to this Section, or otherwise, shall be made by recording a Supplementary Declaration among the land records of Fairfax County, which Supplementary Declaration shall extend the scheme of this Declaration to such annexed property or by the recordation of a deed of dedication or deed of subdivision for such additional property or any portion thereof which shall by its terms subject such additional property to the operation of the provision of this Declaration. 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 Declarant. On the first day of the month following recordation of the above described Supplementary Declaration, deed of dedication or subdivision, all lots described in the Supplemental Declaration, deed of dedication or subdivision shall be assessed a pro rata share of the annual assessments and any special assessments then due.

Except as otherwise provided herein, any other annexations to the Property shall require the consent of a majority of the Class A members at a duly held meeting at which a quorum is present or written consent of the majority of the Class A members.

Section 5. FHA-VA Approvals. Provided that there are then Class B memberships of the Association outstanding, and should any Lot be encumbered by a deed of trust guaranteed by the Veterans Administration or Federal Housing Administration, then neither the members, the Board of Directors nor the Association shall, by act or omission make any material amendments or take any extraordinary actions as described in Article VIII, Section 1 (a) and (b) without the prior written consent or approval of the Federal Housing Administration or VA.

Section 6. Consents by Lenders. Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Owners, 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 not less than two-thirds (2/3) in number of the First Mortgagees of record on the Lots:

- (a) abandon or terminate this Declaration; or
- (b) make any material amendments to the Declaration or take any extraordinary actions as described in Article VIII, Section 1 (a) and (b).

Section 7. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the First Mortgagee 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 First Mortgagee 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 on any Lot and the protection extended in this Declaration to the holder of any such 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 First Mortgagee on the Lot which is the subject matter of such suit or proceeding. If the Association employs a management agent and then subsequently undertakes "self-management," it shall promptly give written notice of such occurrence to all of the First Mortgagees of record on the Lots.

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

Section 8. Mortgage Notification and Presumptive Approval. Notwithstanding the foregoing, all notices and rights of Mortgagees shall pertain only to those Mortgagees who are listed with the Association. Each Owner must notify the Association of his Mortgagee's name and address. If any notice is given or consent requested pursuant to Section 7 and 8 above and the Mortgagee does not respond within thirty (30) days of such notice, then such Mortgagee shall be deemed to have approved such notice or consent.

Section 9. Casualty Losses. In the event of substantial damage or destruction to the Common Area, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the First Mortgagees of record on the Lots. No provision of the Declaration or the Articles of Incorporation or these Bylaws of the Association shall entitle any member to any priority over the First Mortgagee 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 the Common Area.

Section 10. 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 notices of any such proceeding or proposed acquisition to the First Mortgagees of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member to any priority over the First Mortgagee 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 the Common Area.

Section 11. 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.

Section 12. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Area or its facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Area or its facilities. 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 Area or its facilities, 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 any municipal or other governmental authority.

ARTICLE X

Insurance

Section 1. Insurance. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably available, at least the following:

(a) A comprehensive policy of public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amounts and in such forms as may be considered appropriate by the Board of Directors (but not less than One Million and No/100 Dollars (\$1,000,000.00) covering all claims for bodily injuries and/or property damage arising out of a single occurrence) including, but not limited to, legal liability, hired automobile liability, non-owned automobile liability, liability for property of others and, such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including any and all other liability incident to the ownership and use of the Common Area and facilities or any portion thereof; and

(b) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(c) After Class B membership has terminated and all officers and directors of the Association are elected, a "Legal Expense Indemnity Endorsement," or its equivalent, affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such; and

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by these Bylaws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written or reinsured with a company or companies licensed to do business in the State where the project is located and holding a rating of "A + AA" or better in the current edition of Best's Insurance Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article XI be brought into contribution with insurance purchased by the owners of the Lots or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article X shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insureds named thereon, including any mortgagee of any Lot who requests such notice in writing.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the members of the Association and their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

ARTICLE XI

Casualty Damage -- Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In event of damage or destruction to the Common Area by fire or other casualty, the same shall be promptly repaired, replaced or reconstructed in substantial conformity with the original plans and specifications for the Common Area with the proceeds of insurance available for that purpose, if any. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of the Common Area for purposes other than the repair, replacement or reconstruction of the Common Area without the prior written consent and approval of all First Mortgagees of record on the Lots.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction of the Common Area caused by fire or other casualty not insured against, then and in either of those events, upon resolution of the Board of Directors, the repair, replacement and reconstruction of the damage shall be accomplished promptly by the Association at its common expense.

ARTICLE XII

Easements, Etc.

Section 1. General Easement. The Declarant and Association reserve the right and easement to the use of all Common Area, and any Lot or any portion thereof, as may be needed for repair, maintenance or construction on such Lot or any Lot or on any Common Area.

Section 2. Crossover Easement. If the Owner (including the Declarant) of any Lot must, in order to make responsible repairs or improvements to a building on his Lot, enter or cross any Common Area, or a Lot of another Owner, such Owner shall have an easement to do so, providing that said Owner shall use the most direct, feasible route in entering and crossing over such an area and shall restore the surface so entered or crossed to its original condition, at the expense of said Owner, and further provided that such easement shall not exist on the land of any other Lot Owner if the purpose for the entrance or crossing is one requiring, by virtue of Article V of this Declaration, approval of the Board of Directors, unless such approval has been given.

Section 3. Blanket Easement. An easement is hereby retained in favor of Declarant and the Association over the Lots and any Common Area for installation of landscaping, construction of a common cable television system, a common sprinkler, entrance sign or features, or any other item for the common enjoyment and/or benefit of the owners. An easement is further granted for the purpose of the repair and maintenance of any item so constructed. Any entry upon any Lot or any Common Area to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy

any portion of an item so constructed and shall hold the Association and/or Declarant harmless from the cost of repairing or replacing any portion damaged or destroyed by such owner, his family, his guests or invitees.

Section 4. Easement and Right of Entry of Law Enforcement Officials, Etc. An easement and right of entry through and upon the Property is hereby granted to law enforcement officers, rescue squad personnel, fire fighting and other emergency personnel of the jurisdiction in which the Property is located, and to vehicles operated by said personnel while in the pursuit of their duties. Said emergency personnel shall also have the right of enforcement of cleared emergency vehicle access on roadways and driveways on the Property.

Section 5. Utility Easements. Easements over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, roof drains connected directly to storm sewer, drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, together with the right to grant and transfer the same. Declarant also reserves the right to enter onto the Common Area for the purpose of completing the improvements thereon, and on the Lots, and for the further purpose of carrying out any defects in workmanship or materials in the Property or the improvements thereon.

The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities in favor of the Association shall be governed by the following:

(a) Whenever water, sanitary sewer, roof drains connected directly to storm sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary thereof, to enter upon or have a utility company enter upon any portion of the Property in which said installation lie, to repair, replace and generally maintain said installations.

(b) The right granted in Subparagraph (a), above, shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment and provided further that any one exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be

submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 6. Drainage Easement. Each Owner covenants to provide such easements for drainage and water flow as the contours of the Property and the arrangement of buildings by Declarant thereon requires. Declarant reserves an easement over all Lots and Common Area for the purpose of correcting any drainage deficiency.

ARTICLE XIII

Dissolution of Association

The Owners of Lots shall not dissolve or disband the Association, nor shall the Association dispose of any Common Area by sale, or otherwise, to any entity other than a non-profit organization conceived and organized to own and maintain the Common Area, without first offering to dedicate the same to the jurisdiction in which the Property is located, or such other appropriate governmental agency. The Association may dissolve itself according to the provisions of the Articles of Incorporation.

ARTICLE XIV

Additional Covenants and Proffer Requirements

Section 1. Compliance Fairfax County Zoning Ordinance. These covenants, conditions, restrictions and easements shall be subject to the regulations set forth in Section 2-702 of the Fairfax County Zoning Ordinance entitled "Common Open Space and Common Improvement Regulation" as said regulation may be amended from time to time.

Section 2. Site Plan. Except for such temporary construction facilities of Declarant, no building shall be permitted on the Common Area of the Property except those which were approved by Fairfax County, Virginia, in its final site plan concerning this Property or are subsequently approved as revisions to the final site plan.

Section 3. Proffer Requirements. The Property is subject to a certain agreement between the Declarant and Fairfax County dated February 21, 1997 (the "Proffers"). Development of the Property shall be in accordance with these Proffers and all Owners and the Association are subject to their terms. The following conditions in the Proffers are made part of this Declaration:

(a) Garages may not be converted into living space or any other use other than the parking of vehicles.

- (b) The Property contains marine clay soil.
- (c) No grading work may be done on the Property without written permission of Fairfax County.
- (d) Vehicles may not park on unpaved areas.
- (e) Vehicles may only park on one (1) side of the streets.
- (f) Franconia Road is anticipated to be widened in the future.
- (g) A reserve fund of \$10,000 shall be established by the Association during the first five (5) years of its existence and continued thereafter to be used for the maintenance and repair of the Common Area wet pond.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument on the ___ day of _____, 1997.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

GOVERNOR'S GROVE, L.L.C., a Virginia limited liability company

By: DCB-Alexandria, LLC, a Virginia limited liability company, Managing Member

By: Diane Cox Barber
Name: Diane Cox Barber
Title: President

By: KTP-Alexandria, Inc., a Virginia corporation, Managing Member

By: Michael U. [Signature]
Name: Michael U. [Signature]
Title: VICE PRESIDENT

STATE OF VIRGINIA :
COUNTY OF Stafford : to-wit

The foregoing instrument was acknowledged before me this 14 day of March, 1997, by Diane Cox Barber of DCB-Alexandria, LLC, a Virginia limited liability company, Managing Member of GOVERNOR'S GROVE, L.L.C., a Virginia limited liability company.

[Signature]
Notary Public

My Commission expires: 3/21/98

COMMONWEALTH OF VIRGINIA :
COUNTY OF Prince William : to-wit

The foregoing instrument was acknowledged before me this 18th day of August, 1997, by Michael G. Caprett, Vice President of KTP-Alexandria, Inc., a Virginia corporation, Managing Member of GOVERNOR'S GROVE, L.L.C., a Virginia limited liability company.

Kathryn J. Stoltz
Notary Public

My Commission Expires: 9/30/2000

"EXHIBIT A"

Page 1 of 2

DESCRIPTION OF
THE PROPERTY OF
GOVERNOR'S GROVE L.L.C.
LEE DISTRICT
FAIRFAX COUNTY, VIRGINIA
MARCH 24, 1997

Beginning at a point on the westerly line of Lot 1, Section 1, Wise Park said point being the intersection with the northerly right-of-way of Franconia Road (Virginia Route 644);

Thence, with said Franconia Road the following ten (10) courses:

1. N 73°30'25" W, a distance of 7.44 feet;
2. N 69°06'40" W, a distance of 145.53 feet;
3. N 67°38'46" W, a distance of 161.03 feet;
4. N 75°05'24" W, a distance of 60.94 feet;
5. N 87°03'16" W, a distance of 21.77 feet;
6. With a curve to the left having a central angle of 23°50'03", a radius of 597.96 feet, an arc distance of 248.74 feet and a chord length of 246.95 feet which bears S 88°46'22" W.
7. S 76°51'21" W, a distance of 341.40 feet;
8. S 78°55'29" W, a distance of 138.07 feet;
9. S 76°51'32" W, a distance of 270.02 feet;
10. S 76°55'59" W, a distance of 9.84 feet to the southeasterly corner of Parcel "A" Norton Square;

Thence, departing said northerly right-of-way line of Franconia Road and running with the easterly line of Norton Square N 04°41'40" E, a distance of 903.57 feet to a point in the southerly line of Lot 21, Section 2, Hickory Knoll;

Thence, with the southerly line of Section 2, Hickory Knoll and the easterly line of Section 3, Hickory Hill the following two (2) courses:

1. N 82°41'50" E, a distance of 354.77 feet;
2. N 10°05'28" E, a distance of 241.82 feet to the southwesterly corner of the land of Noland.

"EXHIBIT A"

Page 2 of 2

Thence, with the southerly line of the land of Noland S 86°19'07" E, a distance of 748.10 feet to the southwesterly corner of Lot 22, Somerville Hill;

Thence, with the southwesterly line of Lot 22, and Lot 36, Somerville Hill S 69°36'59" E, distance of 285.94 feet to the northwesterly corner of Parcel B, Section 2, Heritage Hill of Alexandria;

Thence, with the westerly lines of Parcel B, Section 2 and Parcel A, Section 1, Heritage Hill of Alexandria the following three (3) courses:

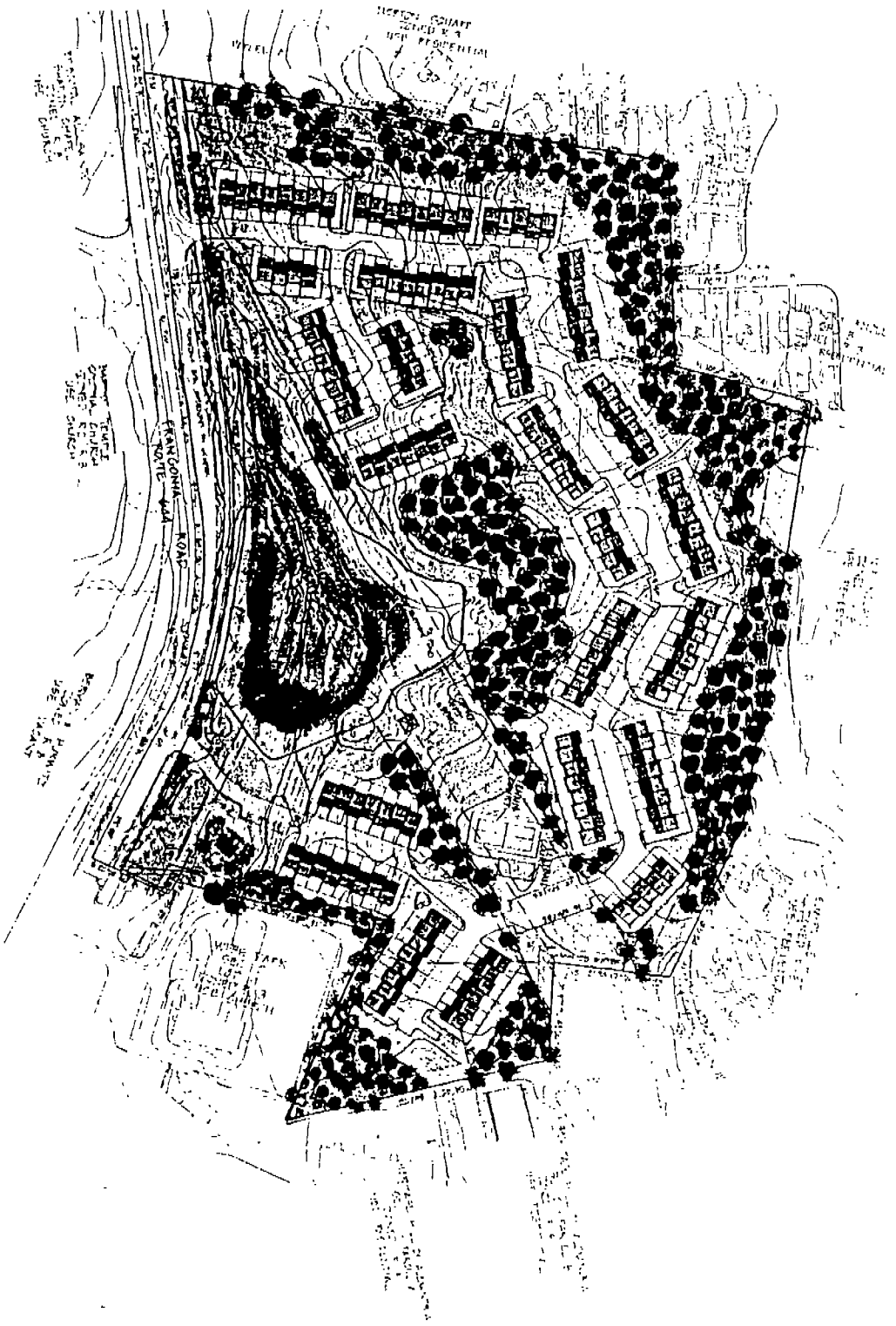
1. S 02°24'17" W, a distance of 199.23 feet;
2. N 87°32'43" E, a distance of 167.45 feet;
3. S 17°54'49" E, a distance of 457.70 feet to the northeasterly corner of Lot 1, Section 2, Wise Park;

Thence, with the northerly and easterly lines of Lot 1, Section 2, Wise Park and Lot 1, Section 1, Wise Park the following four (4) courses:

1. N 71°01'09" W, a distance of 354.94 feet;
2. S 10°05'21" W, a distance of 341.81 feet;
3. S 61°53'29" E, a distance of 25.90 feet;
4. S 20°19'50" W, a distance of 143.33 feet to the point of beginning.



1. LOTS OF DISTANCE AND BEARING
 2. LOTS OF DISTANCE
 3. BEARING OF LOTS
 4. BEARING OF LOTS
 5. BEARING OF LOTS
 6. BEARING OF LOTS
 7. BEARING OF LOTS
 8. BEARING OF LOTS
 9. BEARING OF LOTS
 10. BEARING OF LOTS



GOVERNOR'S GROVE
 ALEXANDRIA, VIRGINIA

