

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WOODED GLEN, SECTION I

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made as of June 20, 1985 by CAPITAL SUN CORPORATION, a Virginia corporation ("Capital Sun Corporation").

W I T N E S S E T H :

RECITALS

A. Capital Sun Corporation is the fee simple owner of approximately 26.48338 acres of real property located in Springfield District, Fairfax County, Commonwealth of Virginia and known as Wooded Glen, Section I (exclusive of Parcels C and D) (the "Property"), as more particularly described on the plat of subdivision attached to and made a part of the Deed of Dedication and Subdivision of which this Declaration is a part.

B. Capital Sun Corporation desires to provide for the maintenance and administration of the common areas and facilities of the Property and to establish uniform standards, covenants, conditions and restrictions for the benefit of the owners and occupants of the Property.

C. Capital Sun Corporation has created Wooded Glen, Section I Homeowners' Association, Inc., a Virginia nonstock corporation, as the entity to which the ownership of the common areas and facilities of the Property and the power and authority to administer and enforce the provisions of this Declaration are conveyed and assigned.

NOW THEREFORE, Capital Sun Corporation hereby covenants and declares as follows:

ARTICLE I

DEFINITIONS

1.01 "Association" means Wooded Glen Section I Homeowners' Association, Inc., a Virginia nonstock corporation.

1.02 "Articles of Incorporation" means the Articles of Incorporation of the Association, as filed on May 10, 1985 with the State Corporation Commission of the Commonwealth of Virginia.

1.03 "Board of Directors" means the governing body of the Association.

1.04 "Bylaws" means the Bylaws of the Association, as amended from time to time.

1.05 "Common Areas" means the parcels of land designated as Parcels E and G on the Plat, together with all improvements erected or to be erected thereon, which Common Areas hereby are conveyed in fee simple to the Association for the common use and enjoyment of the Owners.

STATE TAX _____
COUNTY TAX _____
TRANSFER FEE _____
CLERK'S FEE 23.00
GRANTOR TAX _____
CONS. _____

1.06 "Common Expenses" means and includes the following:

(i) All costs of administration, maintenance, management, operation, repair and replacement of the Common Areas, including such reserves as may be established;

(ii) The administrative costs of the Association;

(iii) Real estate taxes and assessments levied against the Common Areas;

(iv) Premiums for insurance policies purchased by the Association in accordance with the provisions of the Bylaws;

(v) Expenses declared Common Expenses by the provisions of this Declaration or the Bylaws; and

(vi) Expenses agreed upon as Common Expenses by the Owners acting in accordance with the provisions of this Declaration and the Bylaws.

1.07 "Declarant" means Capital Sun Corporation, and any successor(s) and/or assign(s) who at any time and by written instrument duly recorded among the Land Records is or are assigned all rights and benefits reserved to the Declarant in this Declaration with respect to all or any portion of the Property, or who succeeds to any of the rights of any Declarant under this Declaration pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure.

1.08 "Declaration" means this Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

1.09 "Land Records" means the appropriate governmental office in and for Fairfax County, Commonwealth of Virginia, wherein documents and instruments affecting real property are recorded for the purposes of providing notice to the general public.

1.10 "Living Unit" means any building located on a Lot and intended solely for the use and occupancy as a residence by a single family household, which, unless otherwise provided by law, shall consist of (i) an individual, or (ii) two (2) or more persons related by blood, adoption or marriage, or (iii) not more than three (3) persons of majority age and unrelated to each other by blood, adoption or marriage, together with any other persons related to any of such persons by blood, adoption or marriage, and living together as a single housekeeping unit.

1.11 "Lot" means each of those parcels of land designated as lots on the Plat, but does not include the Common Areas or any portion thereof.

1.12 "Member" means each person or entity who holds any fee simple interest in a Lot. Membership in the Association is and shall be appurtenant to and inseparable from fee simple ownership of a Lot.

1.13 "Mortgage" means any recorded first deed of trust or first mortgage encumbering a Lot.

1.14 "Mortgagee" means any person or entity secured under a Mortgage.

1.15 "Owner" means the person or persons who, individually, together or collectively, hold fee simple legal title to a Lot, but does not include any person holding title to any Lot merely as security for the payment of an indebtedness or the performance of an obligation unless and until such person takes title to a Lot by foreclosure or proceeding in lieu thereof. The term a "person" includes any natural person or any entity capable of holding title to real property.

1.16 "Plat" means the plat of subdivision of the Property attached to and made a part of the Deed of Dedication and Subdivision of which this Declaration is a part, as amended from time to time.

1.17 "Restrictive Covenants" means the restrictive covenants set forth in Article VIII of this Declaration.

1.18 "Rules and Regulations" means those rules and regulations adopted from time to time by the Board of Directors in accordance with the provisions of this Declaration and the Bylaws.

ARTICLE II

SUBMISSION OF PROPERTY

The Property, together with any and all buildings and improvements erected or to be erected thereon, is and shall be held, improved, sold or otherwise conveyed, hypothecated and encumbered subject to the provisions of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. The Association shall have two classes of voting membership:

(a) Class A: Class A Members shall be all Members other than the Class B Member(s). Each Lot owned by a Class A Member(s) (regardless of the number of such Members owning such Lot) shall be entitled to one vote at all meetings of the Association.

(b) Class B: Each Declarant shall be a Class B Member. Each Lot owned by a Class B Member shall be entitled to three (3) votes at all meetings of the Association; provided, that all Class B memberships shall cease and automatically be converted to Class A memberships, with each Lot entitled to one vote at all meetings of the Association, upon the earlier to occur of either of the following events:

(i) At such time as the total number of all votes held by all Class A Members equal the total number of all votes held by all Class B Members; or

(ii) December 31, 1987.

3.02 Voting Rights. Provisions governing the exercise of voting rights are set forth in the Bylaws.

ARTICLE IV

POWERS, DUTIES AND AUTHORITY OF THE ASSOCIATION

Except as otherwise provided by law, the Association shall have all powers, duties and authority vested in or given to the Association by this Declaration, the Articles of Incorporation or the Bylaws, or necessary or appropriate for the administration and management of the Association and the Common Areas. In furtherance and not in limitation of the foregoing, the Association shall have the following powers and authority:

4.01 Adopt an annual budget, in which there shall be established the required obligation of each Lot for Common Expenses.

4.02 Levy assessments for Common Expenses, establish the means and methods of collecting assessments and establish the period of the installment payment of such assessments.

4.03 Adopt, promulgate, amend and repeal Rules and Regulations consistent with the provisions of this Declaration and the Bylaws governing the operation and use and enjoyment of the Common Areas and establishing penalties for infractions of the Rules and Regulations; provided, all Rules and Regulations shall be published and furnished to each Owner prior to the time when the same shall become effective.

4.04 Provide for the maintenance, operation, repair and replacement of the Common Areas.

4.05 Designate, hire and dismiss, and prescribe and supervise the duties of, all personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, provide for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties, which equipment, supplies and materials shall be the property of the Association.

4.06 Make or contract for the making of additions, improvements or alterations to the Common Areas in accordance with the provisions of this Declaration or the Bylaws.

4.07 Borrow money on behalf of the Association and encumber the Common Areas when required in connection with the maintenance, operation, repair or replacement of, and/or any addition, improvement, or alteration to, the Common Areas, in each such case upon the affirmative vote of Owners of Lots present, in person or by proxy, at a special meeting of the Association duly called and held for such purpose, at which a quorum is present and to which at least two-thirds (2/3) of the votes held by Class A Members and two-thirds (2/3) of the votes held by Class B Member(s) appertain.

4.08 Employ and retain such agents and services as is necessary or appropriate to exercise the powers, duties and authority vested in or granted to the Association by this Declaration, the Articles of Incorporation or the Bylaws.

4.09 Open bank accounts on behalf of the Association and designate the signatories required therefor.

4.10 Do such other acts and things not inconsistent with this Declaration, the Articles of Incorporation or the Bylaws

which the Association shall be authorized to do under law or by resolution of the Association adopted in accordance with the provisions of the Bylaws.

ARTICLE V

COVENANTS FOR ASSESSMENTS

5.01 Covenant and Agreement to Pay Assessments. Each Owner of any Lot by acceptance of a deed for such Lot, whether or not it shall be so expressed in such deed, has been and shall be deemed to covenant and agree to pay to the Association annual assessments for Common Expenses and special assessments for extraordinary expenditures as established and provided in this Article V and in the Bylaws. No Owner shall be exempt from the obligation to pay any such assessment by waiver of the use or enjoyment of any of the Common Areas or by abandonment of the Lot against which assessment is made. No Owner shall be liable for the payment of assessments which shall become due and payable subsequent to the perfection of a sale or other divestiture of title, by operation of law or otherwise, of such Owner's Lot.

5.02 Lien for Assessments. Each assessment, until paid, together with interest, late charges, if any, actual costs of collection and reasonable attorneys' fees, shall constitute a continuing lien on the Lot against which such assessment is made. Such lien may be enforced and foreclosed by action brought in the name of the Board of Directors on behalf of the Association in the manner provided under the laws of the Commonwealth of Virginia relating to the foreclosure of mortgages and deeds of trust on real property containing power of sale or assent to decree provisions. During the pendency of such action, the Owner of such Lot shall be required to pay a reasonable rental therefor, and the Association shall have the right to the appointment of a receiver, if available under the then applicable laws of the Commonwealth of Virginia. Suit for a deficiency judgment following any such action shall be maintainable.

5.03 Subordination and Mortgagee Protection. Notwithstanding any other provision of this Declaration or the Bylaws to the contrary, any lien for assessments (together with interest, late charges, if any, actual costs of collection and reasonable attorneys' fees) shall be subordinate to the rights of the holder of a Mortgage made in good faith, for value received prior to the date such assessment became due and payable, and such Mortgagee or the purchaser at a foreclosure sale, their successors and assigns, shall not be liable for and such Lot shall not be subject to a lien for the payment of assessments which have become due and payable prior to the acquisition of title or the taking of possession (whichever first occurs) of such Lot pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure; provided, that such subordination shall apply only to assessments which have become due and payable prior to such acquisition of title or the taking of possession of such Lot, and such Mortgagee or purchaser, their successors and assigns, shall be liable for and such Lot shall be subject to a lien for assessments thereafter becoming due and payable. Any such unpaid assessments for which such Mortgagee or purchaser, their successors and assigns, shall not have liability pursuant to this paragraph (b), shall constitute a Common Expense of the Association for which each Owner, including such Mortgagee or purchaser, their successors and assigns, shall be liable in proportion to each such Owner's obligation to pay Common Expenses.

5.04 Personal Obligation for Assessments. Every assessment, until paid, together with interest, late charges, if any, actual costs of collection and reasonable attorneys' fees, also shall constitute the personal obligation of the Owner of the Lot against which such assessment is made. Subject expressly to and except as otherwise provided in paragraph 5.03 of this Article, the purchaser of a Lot or other successor Owner shall be liable jointly and severally with the divesting Owner for all unpaid assessments which have become due and payable against such Lot prior and up to the time of divestiture, without prejudice, however, to any rights of such successor Owner to recover from the divesting Owner.

5.05 No Waiver. Suit to recover a money judgment for any unpaid assessments shall be maintainable without waiving the lien securing such assessments, and enforcement and foreclosure of such lien shall be maintainable notwithstanding the pendency of a suit to recover a money judgment for such assessments.

ARTICLE VI

PROPERTY RIGHTS

6.01 Owners' Easements of Enjoyment. Each Owner and his or her family members, guests and invitees shall have a nonexclusive right and easement for ingress and egress through and over, and for use and enjoyment of, the Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Lot and shall be subject to the provisions of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations and the right of the Association to do the following:

(a) Charge reasonable admission and other fees for the use of any recreational facility(ies) at any time erected upon the Common Areas, and/or limit the number of guests of Members permitted from time to time upon any such recreational facility;

(b) Suspend the right of any Member to use any recreational facility(ies) at any time erected on the Common Areas for any period during which any assessment against the Lot owned by such Member remains unpaid, and for a period not to exceed 60 days for any infraction of the Rules and Regulations;

(c) Subject to the provisions of paragraph 7.02 of this Declaration, to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility, in each such case upon the affirmative vote of Owners of Lots present, in person or by proxy, at a special meeting of the Association duly called and held for such purpose, at which a quorum is present and to which at least two-thirds (2/3) of the votes held by Class A Members and two-thirds (2/3) of the votes held by Class B Member(s) appertain.

(d) To lease all or any portion of the Common Areas, provided that such lease(s):

(i) shall be to non-profit organizations only, and such organizations shall give preference to Members of the Association in connection with membership rights and use of facilities;

(ii) shall prohibit assignment and subleasing;

(iii) shall require the prior approval of the Association with respect to permitted use of the Common Areas and any facilities thereon;

(iv) shall be consistent with the provisions of this Declaration, the Articles of Incorporation and the Bylaws, and then existing ordinances affecting the Property and the requirements of governmental authorities having jurisdiction thereof; and

(v) shall be consistent with the "open space" designation of the Common Areas or such portion.

6.02 Delegation of Use and Obligations. Each Member shall have the right to delegate such Member's right and easement to his or her lessee(s) or contract purchaser(s) who occupy such Member's Lot, provided, such Member gives written notice to the Association of such delegation and identifies to whom such delegation is made, and their relationship.

6.03 Obligation to Repair. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Lot or Living Unit for residential purposes. Any person exercising any rights hereunder is and shall be obligated to repair promptly, at such person's own expense, any damage caused by the exercise of such rights and to restore, to the extent practicable, all real and personal property to the condition of such property prior to the exercise of such rights.

6.04 Declarant's Rights. Each Declarant, its agents and employees, shall have a right of ingress and egress over the Common Areas and the right to such other temporary uses of the Common Areas as may be necessary, appropriate or desirable in connection with the development of the Property.

ARTICLE VII

EASEMENTS

7.01 Easement for Encroachment. If any portion of the Common Areas shall encroach upon any Living Unit or Lot, or if any Living Unit or other improvement shall encroach upon any other Lot or Living Unit or upon any portion of the Common Areas as a result of the duly authorized construction, settling, shifting or repair of any Living Unit or other building or improvement, a valid easement for such encroachment and for the maintenance of such encroachment shall exist for so long as such Living Unit, or other building or improvement shall stand. In the event any Living Unit or any portion of the Common Areas shall be partially or totally destroyed as a result of fire or other casualty, or as a result of a taking in condemnation or process in lieu thereof and then rebuilt, the encroachment of any portion of the Common Areas upon any Living Unit, or of any Living Unit upon any other Lot or upon any portion of the Common Areas due to such rebuilding, automatically shall constitute a valid easement for such encroachment and for the maintenance of such encroachment for so long as such reconstructed Living Unit, building or other improvement shall stand.

7.02 Utility Easements. Each Declarant, and the Association shall each have an alienable easement and right-of-way in, through, over and under the Common Areas and the Lots, and

under any dedicated street, for the installation, maintenance and use of electric and telephone poles, wires, cables, conduits, sanitary and storm sewer lines, water mains and other equipment related to the provision of public or private conveniences and utilities, including specifically cable television wires, cables, and conduits related thereto. Such easement and right expressly includes the right to cut any trees (notwithstanding the provisions of paragraph 10.02 of this Declaration), bushes or shrubbery to make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and safety for the Property. For so long as any Declarant owns any Lots or is involved in the development, construction or sale of Lots, the rights of each such Declarant under this paragraph 7.02 in all respects shall be and shall be deemed superior to the rights of the Association.

7.03 Utility Distribution Systems. Subject to the provisions of this Declaration and the Bylaws, each Owner shall have a non-exclusive right and easement in common with all other Owners to use all pipes, wire, ducts, cables, conduits, public utility lines and all other utility distribution systems located upon any Lot or any portion of the Common Areas to the extent any such pipe, wire, duct, cable, conduit, public utility line or other utility distribution system serves any Living Unit or Lot, or is necessary for service to any Living Unit or Lot.

7.04 Signage and Landscaping Easements. Capital Sun Corporation hereby reserves unto itself and any other Declarant duly authorized by Capital Sun Corporation a perpetual and nonexclusive easement over any Lot or any Common Areas for the purpose of landscaping any such Lot or Common Areas, erecting and maintaining street intersection signs, street lights, directional signs, temporary promotional signs, entranceways and signs, and stone, wood or masonry walls or monuments.

7.05 Easement to Facilitate Sales. Capital Sun Corporation, any other Declarant duly authorized by Capital Sun Corporation, and their respective duly authorized agents, representatives, employees and independent contractors, shall have the right to use any and all unsold Living Units as sales offices and/or model homes, to use and enter any and all unsold Lots and the Common Areas for sales or display purposes, to erect, maintain and operate real estate and construction offices, and to enter into agreements with other Owners who may agree to lease their Living Units for use as model homes and/or sales offices.

7.06 Easements for Emergencies. All policemen, firemen, ambulance personnel and all similar persons hereby are granted a perpetual easement to enter upon the Property (or any portion thereof) in the performance of their appropriate services.

ARTICLE VIII

GENERAL AND RESTRICTIVE COVENANTS

8.01 Use of Units and Common Areas. Each Lot and the Common Areas shall be occupied and used as follows:

(a) Except as permitted by the provisions of this Declaration, no part of the Property shall be used for any purpose except housing and the related common purposes for which the Property has been designed. Each Living Unit shall be used as a residence for a single family household and for no other purpose.

(b) An Owner may use a portion of a Living Unit for a professional or home office or studio, provided that such use shall be consistent with all laws, zoning ordinances and regulations of all governmental agencies having jurisdiction over the Property, and shall not interfere with the quiet enjoyment or comfort of any other Owner, and, provided, further, that in no event shall any Living Unit or any other part of the Property be used as a school or music studio. Except for such professional or home office or studio use, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted in the Property. Except for those related to real estate sales and construction, no sign, advertisement or message shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in or from any Lot.

(c) All Owners and occupants of any Lot or Living Unit shall abide by all laws, zoning ordinances affecting, and regulations of all governmental agencies having jurisdiction over, the Property.

(d) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be prohibited within any Living Unit or upon any Lot or the Common Areas, except that the keeping of a reasonable number (as determined from time to time by the Rules and Regulations) of orderly domestic household pets shall be permitted. Pets shall not be permitted upon the Common Areas unless accompanied by a responsible person. Any Owner or other occupant who keeps or maintains any pet shall be deemed to have indemnified and agreed to hold harmless the Association, each Owner, the Board of Directors and the Declarant from any loss, claim or liability of any kind or character whatsoever arising by reason of the keeping or maintaining of such pet within the Property. All pets shall be leashed, registered and inoculated as required by law.

(e) No trash, garbage or other refuse shall be dumped or stored or allowed to be accumulated on any Lot or upon the Common Areas. The burning or incineration of trash, garbage or other refuse is prohibited. All trash, garbage or other refuse shall be placed in covered containers and shall be stored out of the public view except on days of collection.

(f) No junk or derelict vehicles, or other vehicles on which current registration plates are not displayed, shall be kept upon any Lot. No house trailers, or commercial or industrial vehicles, including but not limited to moving vans, trucks, tractors, trailers, vans (other than passenger vans), wreckers, hearses, buses or mobile homes shall be regularly or habitually parked within the Property.

(g) No temporary structure of any kind, and no trailer, tent, shack or pen or other similar structure shall be erected or maintained on any Lot without the prior written consent of the Board of Directors. The provisions hereof shall not apply to temporary structures incident to construction or repair of improvements on any Lot or the Common Areas.

(h) No fences shall be erected upon any Lot or the Common Areas, except for those fences, if any, erected by the Declarant and, after the time the Declarant ceases to have any interest in the Property, those erected with the prior written

consent of the Architectural Control Committee. Any fence or wall built on any Lot shall be maintained in good condition and repair in a manner consistent with the appearance of surrounding Lots.

(i) No satellite receiving systems or stations shall be maintained upon the Common Areas, or upon any Lot without the prior consent of the Architectural Control Committee. No exterior television, radio, or other communications antenna of any sort shall be erected or maintained on any Lot or on any Living Unit, without the prior written consent of the Architectural Control Committee.

(j) Except for entrance, directional, community or traffic control or safety signs maintained in accordance with the provisions of paragraph 7.05 of this Declaration, no signs or other advertising shall be erected, posted or displayed in, on or about any Living Unit or upon any Lot or the Common Areas; provided, that one (1) temporary for sale or rent sign not in excess of two feet square may be erected upon any Lot or in any area designated for such signs by the Board of Directors or the Architectural Control Committee, or attached to any Living Unit. All signs advertising a Lot for sale or rent shall be removed within three days following the date of execution of any agreement of sale or rental. The provisions and limitations of this paragraph shall not apply to any Mortgagee who acquires title or takes possession of a Lot pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure.

(k) Except for the rights reserved to any Declarant and the Association in this Declaration or in the Bylaws, or at law or in equity, the Common Areas shall be used only for the furnishing of the services and facilities for which they are reasonably intended.

(l) No waste shall be committed in, on or to the Common Areas.

(m) No clothing, laundry, or wash shall be aired or dried on any portion of a Lot.

(n) No tree, hedge or shrub shall be maintained in such a manner as to obstruct street or directional signs or sight lines for vehicular traffic.

(o) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the other Owners. Owners shall maintain their Lots and all appurtenances thereon at all times in good repair and in a neat state. Except for flower gardens, shrubs and trees that are neatly maintained, all open Lot areas shall be maintained as lawns unless otherwise approved by the Architectural Control Committee. All lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of four inches.

(p) The exteriors of all structures, including walls, doors, windows and roofs, shall be maintained in good order and repair. In the event of fire, or other casualty, no structure's exterior shall be permitted to remain unrepaired for longer than four (4) months.

8.02 No Application to Declarant. The provisions of paragraph 8.01 shall not apply to any Declarant in connection with the development, construction or improvement of any Lot(s)

commencing within three (3) years from the date of recordation of this Declaration.

8.03 Replating of Lots. No Lot shall be subdivided or its boundary lines changed, except that each Declarant shall have the right, exercisable in the sole discretion of such Declarant, to replat any Lot or Lots owned by such Declarant.

8.04 Enforcement. Without limitation of the provisions of Article XII of this Declaration, the Board of Directors, acting for on behalf and in the name of the Association, shall have the power and authority upon five (5) days' prior written notice to any Owner of a Lot in violation of this Article VIII, at the cost and expense of such Owner, to take such action, including without limitation entering the offending Lot, as shall be necessary or appropriate to correct such violation.

ARTICLE IX

PIPESTEM DRIVEWAYS

9.1 Restrictions.

(a) The pipestem driveways shown and described on the Plat and serving Lots 3 through 7, inclusive, and Lots 15 through 18, inclusive, shall be used for the purpose of ingress and egress to and from such Lots, for governmental and other emergency vehicle ingress and egress and for construction, location and maintenance of utilities and utility facilities.

(b) No act shall be performed by any Owner or his or her family members, tenants, guests, invitees or agents which in any manner would affect or jeopardize the free and continuous use and enjoyment of a pipestem driveway by the Owners of the Lots served by such pipestem driveway.

(c) There shall be no parking within any pipestem driveway except for delivery or emergency vehicles or except as otherwise agreed upon in accordance with applicable law by all Owners of Lots served by such pipestem driveway.

9.2 Maintenance; Damage or Destruction.

(a) If any pipestem driveway is damaged or destroyed through the act of an Owner or his or her family members, tenants, guests, invitees or agents (whether or not such act is willful or negligent), then such Owner shall have the obligation, at such Owner's sole cost and expense, promptly to repair such pipestem driveway.

(b) If a pipestem driveway is damaged or destroyed other than by the act of an Owner or his or her family members, tenants, guests, invitees or agents as provided in paragraph 9.2(a), above, or if a pipestem driveway requires ordinary maintenance or other repair due to common wear and tear, then all Owners of Lots served by such pipestem driveway shall have the obligation, at such Owners' joint and equal cost and expense, to replace, repair and/or maintain such pipestem driveway. In furtherance of the foregoing, all Owners of Lots served by a pipestem driveway shall assess themselves periodic dues (which shall constitute a lien against such Lots) to be placed in a reserve account to be used to defray the costs of the replacement, repair and maintenance of such pipestem driveway. Any lien arising out of an assessment for the replacement, repair

or maintenance of a pipestem driveway shall be subordinate to the lien of any Mortgage as provided for in paragraph 5.03 of this Declaration, and the lien for assessments as provided for in paragraph 5.02 of this Declaration, and may be enforced by any one or more of the Owners of the Lots served by such pipestem driveway or by the Association on behalf of such Owners.

(c) If any dispute shall arise concerning the use, replacement, repair and/or maintenance of a pipestem driveway which is not resolved within a reasonable period of time by the Owners of the Lots served by such pipestem driveway, then such dispute shall be resolved by disinterested members of the Board of Directors and the decision of the Board of Directors shall be binding on all interested parties.

ARTICLE X

ARCHITECTURAL AND ENVIRONMENTAL CONTROLS

10.01 Architectural Control Committee. The Association, through its Architectural Control Committee, shall regulate the external design, appearance, location, and maintenance of the Property and the improvements erected thereon in such a manner so as to preserve a harmonious relationship among structures, natural vegetation and topography. Except for purposes of proper maintenance and repair, or as otherwise provided in this Declaration or in the Bylaws, no Living Unit or other structure or improvement shall be commenced, erected, placed, moved, altered or maintained, and no exterior addition to or change (including any change in color) or alteration shall be made, until complete plans and specifications therefor, together with such other information as shall be requested by the Architectural Control Committee, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design, color and location in relation to surrounding structures, natural vegetation and topography.

10.02 Composition and Appointment. The Architectural Control Committee shall be composed of no less than three (3) and no more than five (5) Members, as shall be determined from time to time by the Board of Directors. All members of the Architectural Control Committee shall be appointed by the Board of Directors; provided, that after all Class B memberships shall cease and automatically be converted to Class A memberships, all members of the Architectural Control Committee shall be Members but no such member shall be a member of the Board of Directors.

10.03 Trees. No live hardwood trees measuring in excess of six (6) inches in diameter shall be removed from any Lot without the prior written approval of the Architectural Control Committee.

10.04 Architectural and Environmental Guidelines. Guidelines establishing submission and approval procedures, and architectural and environmental standards shall be promulgated, amended and/or repealed by the Architectural Control Committee, provided that any such guidelines shall not be contrary to or inconsistent with the provisions of this Declaration or the Bylaws. Copies of any such guidelines shall be furnished by the Architectural Control Committee to each Owner prior to the time when the same shall become effective.

10.05 No Application to Declarant. The provisions of this Article X shall not apply to any Declarant in connection with the

development, construction or improvement of any Lot(s) commencing within three (3) years from the date of recordation of this Declaration.

ARTICLE XI

CONSENT OF MORTGAGEES

11.01 Federal Home Loan Mortgage Corporation Compliance. Notwithstanding any other provision of this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations, but without limiting the provisions of paragraph 13.01 of this Declaration or granting any additional right or authority hereunder, in accordance with Section 3.208(a) of the Sellers' Guide of the Federal Home Loan Mortgage Corporation in effect as of the date of recordation of this Declaration, unless at least sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of Mortgagees (based upon one vote for each Mortgage owned) or sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of Owners (other than the Declarant(s)) have given their prior written approval, the Association shall not be entitled to:

(i) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas shall not be deemed a transfer within the meaning of this clause); and/or

(ii) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner; and/or

(iii) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior maintenance of Living Units, the maintenance of the Common Areas, party walks or common fences and driveways, or the upkeep of lawns and plantings in the Property; and/or

(iv) Fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of insurable value (based on current replacement cost); and/or

(v) Use hazard insurance proceeds for losses to the Common Areas or any portion thereof for other than the repair, replacement or reconstruction of such Common Areas.

11.02 Federal National Mortgage Association Compliance. Notwithstanding any other provision of this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations, but without limiting the provisions of paragraph 13.01 of this Declaration or granting any additional right or authority hereunder, in accordance with Section 402.2 of Chapter 3 of the Lending Guide of the Federal National Mortgage Association in effect as of the date of recordation of this Declaration, unless at least fifty-one percent (51%) of "Eligible Mortgagees" (as the term "Eligible Mortgagee" is defined below) have given their prior written consent, no amendment to this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations or any architectural and/or environmental guidelines shall be adopted that would affect any provision thereof relating to any of the following matters:

- (i) Voting rights;
- (ii) Assessments, liens for assessments or subordination of assessment liens;
- (iii) Reserves for maintenance, repair and replacement of Common Areas;
- (iv) Responsibility for maintenance and repair of Living Units, Lots and the Common Areas;
- (v) The reallocation of interests in or rights related to the use of the Common Areas;
- (vi) The boundaries of any Living Unit or Lot;
- (vii) The convertibility of any Living Unit into Common Areas or of any Common Areas into a Living Unit;
- (viii) Any expansion or contraction of the Property or any addition, annexation or withdrawal of any property to or from the Property;
- (ix) Insurance or fidelity bonds;
- (x) Leasing of Living Units;
- (xi) The imposition of any restrictions on the right of any Owner to sell or transfer his or her Living Unit or Lot;
- (xii) Self management;
- (xiii) Restoration or repair of the Property or any part of thereof (after a hazard, damage or partial condemnation) in a manner other than the manner set forth in the Bylaws;
- (xiv) Any action to terminate this Declaration after substantial destruction or condemnation; or
- (xv) Any provision of this Declaration, the Bylaws the Rules and Regulations or any architectural and/or environmental guidelines which expressly benefit Mortgagees, insurers or guarantors.

As used in this paragraph, the term "Eligible Mortgagee" means any Mortgagee requesting the Association to notify such Mortgagee of any proposed action under the provisions of Section 402.02 of Chapter 3 of the Lending Guide of the Federal National Mortgage Association, as amended from time to time, requiring the prior written consent of a specified percentage of eligible mortgage holders.

11.03 Priority of Mortgagees. No provision of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, or any architectural and/or environmental guidelines, shall be construed to grant to any Owner, or to any other party, any priority over any rights of Mortgagees pursuant to their Mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Lots and/or the Common Areas or any portions thereof.

ARTICLE XII

COMPLIANCE AND DEFAULT

12.01 Lots subject to Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and Architectural and Environmental Guidelines. All present and future Owners, tenants and occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, the Bylaws, the Rules and Regulations and any architectural and/or environmental guidelines, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations and any architectural and/or environmental guidelines, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions are and shall be deemed and taken to be enforceable equitable servitudes and covenants running with the land and shall bind any person at any time having any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. Any default by any such person shall entitle the Association, the Board of Directors, or an aggrieved Owner to the relief as provided in this Article XII.

12.02 Legal Proceedings. An action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of assessments, any other relief provided for in this Declaration or in the Bylaws, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, may be sought by the Association, the Board of Directors, or, if appropriate, by an aggrieved Owner.

12.03 Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by an Owner, tenant or occupant of a Lot, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

12.04 Enforcement and No Waiver of Rights. The failure of the Association, the Board of Directors or an aggrieved Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Bylaws, the Rules and Regulations or any architectural and/or environmental guidelines shall not constitute a waiver of the right of the Association, the Board of Directors, or such Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors, or any Owner pursuant to any term, provision, covenant or condition of this Declaration, the Bylaws, the Rules and Regulations or any architectural and/or environmental guidelines shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such rights as may be granted to such party by this Declaration, the Bylaws, the Rules and Regulations or and architectural and/or environmental guidelines, or at law or in equity.

12.05 Abatement and Enjoyment of Violations by Unit Owners. The violation of any architectural and/or environmental guidelines or any Rule or Regulation, or the breach of any Bylaw or the breach of any provision of this Declaration shall give the Board of Directors on behalf of the Association the right (i) to

enter the Lot and/or Living Unit in which or as to which such violation or breach exists and summarily to abate and remove, at the expense of the Owner of such Lot and/or Living Unit, any structure, thing or condition that constitutes such violation and neither the Association nor the Board of Directors shall be deemed guilty in any manner of trespass or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE XIII

MISCELLANEOUS

13.01 Amendment. Except as otherwise provided herein, this Declaration may be amended only by the written instrument executed by Owners of Lots to which at least seventy-five percent (75%) of all of the votes held by all Class A Members and seventy-five percent (75%) of all of the votes held by all Class B Members appertain. No such amendment shall be effective until recorded by the Association on behalf of the Owners among the Land Records. Any amendment to this Declaration may be executed, if on behalf of Capital Sun Corporation, by the President, or any Vice President or Assistant Vice President of Capital Sun Corporation, if on behalf of any other Declarant, in accordance with the laws of the Commonwealth of Virginia for the execution and acknowledgment of deeds of conveyance, and, if on behalf of the Owners, by the Association, in accordance with laws of the Commonwealth of Virginia for the execution and acknowledgment of deeds of conveyance.

Anything in this paragraph 13.01 to the contrary notwithstanding, nothing herein shall be deemed to limit the right of any Declarant to replat any Lot boundaries as provided in paragraph 8.02 of this Declaration, and, except as required to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, or any other governmental or quasigovernmental agency insuring or involved in the making or purchasing of Mortgages, (i) so long as any Declarant owns one or more Lots, no amendment to this Declaration shall be adopted that could unreasonably interfere with the development and sale of the Property or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit granted or reserved to any Declarant by the provisions of this Declaration, or which would impose any discriminatory charges or fee against any Declarant, and (ii) no amendment to this Declaration shall be adopted that would abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit granted or reserved by the provisions of this Declaration to Mortgagees. Notwithstanding any other provision of this Declaration, each Declarant together shall have the right unilaterally to amend this Declaration prior to conveyance of any Lot in the Property.

13.02 Duration. The covenants, conditions, restrictions and easements 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, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years commencing from the date of recordation of this Declaration, after which time such covenants, conditions, restrictions and easements automatically shall be extended for successive periods of twenty (20) years each, unless this Declaration is waived and terminated by written instrument executed by Owners of Lots to which at least seventy-five percent (75%) of all of the votes held by all Class A

Members and seventy-five percent (75%) of all of the votes held by all Class B Members appertain.

13.03 Severability; Conflicts. The invalidity or unenforceability of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein. In the event of any conflict among any of the provisions of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations and any architectural and/or environmental guidelines, the provisions of this Declaration shall govern all other such instruments, the provisions of the Articles of Incorporation and the Bylaws shall govern the Rules and Regulations and any architectural and/or environmental guidelines, and the provisions of the Rules and Regulations shall govern any architectural and/or environmental guidelines.

13.04 Captions. The captions in this Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit or proscribe the scope of this Declaration or the intent of any provision of this Declaration.

IN WITNESS WHEREOF, CAPITAL SUN CORPORATION has caused this Declaration duly to be executed as of the day and year first above written.

CAPITAL SUN CORPORATION,
a Virginia Corporation

By

Richard A. Wilkinson
Richard A. Wilkinson
President

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

)
) ss:

I, VICKI J. STUMPF, a Notary Public in and for the jurisdiction aforesaid, hereby do certify that Richard A. Wilkinson, as President of Capital Sun Corporation, a Virginia corporation, personally appeared before me in said jurisdiction and being by me first duly sworn, did depose and say that Capital Sun Corporation executed the foregoing and annexed Declaration and that the facts set forth in such Declaration are true and correct; and he acknowledged to me that Capital Sun Corporation executed such Declaration as its free act and deed.

Subscribed and sworn to before me this 20th day of JUNE, 1985.

Vicki J. Stumpf
Notary Public

[Notarial Seal]

My commission expires 25 DEC 1988

RECORDED W/CERTIFICATE ANNEXED

1985 JUL 24 AM 9:58

FAIRFAX COUNTY, VA.

TESTE: MAF
CLERK