

CLIFTON
grove

**Homeowner
Documents**



EXHIBIT B

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CLIFTON GROVE

Fairfax County, Virginia

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TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I -	DEFINITIONS	2
	Section 1 - Association.....	2
	Section 2 - Board of Directors	2
	Section 3 - Common Area.....	2
	Section 4 - Declarant.....	2
	Section 5 - Declaration	2
	Section 6 - Developer.....	2
	Section 7 - Dwelling Unit	3
	Section 8 - Lot	3
	Section 9 - Member.....	3
	Section 10 - Mortgagee	3
	Section 11 - Owner	3
	Section 12 - Property	3
ARTICLE II -	MEMBERSHIP	3
ARTICLE III -	VOTING RIGHTS.....	4
	Section 1 - Classes	4
	Section 2 - Annexation	4
	Section 3 - Multiple ownership interests	4
ARTICLE IV -	PROPERTY RIGHTS.....	5
	Section 1 - Member's Easements of Enjoyment.....	5
	Section 2 - Delegation of Use	6
ARTICLE V -	ASSESSMENTS	6
	Section 1 - Creation of the Lien and Personal Obligation of Assessments	6
	Section 2 - Purpose of Assessment.....	7
	Section 3 - Annual Assessment	7
	Section 4 - Special Assessments.....	7
	Section 5 - Quorum for any Action Authorized Under Section 4	8
	Section 6 - Working Capital Assessment.....	8
	Section 7 - Rate of Assessment.....	8
	Section 8 - Notice of Assessment and Certificate	8
	Section 9 - Remedies of the Association in the Event of Default	8
	Section 10 - Subordination of the Lien to Mortgages	9
	Section 11 - Exempt Property	9
	Section 12 - Reserves for Replacements	9

	<u>Page</u>
ARTICLE VI -	RESTRICTIVE COVENANTS 10
	Section 1 - Use 10
	Section 2 - Modifications 10
	Section 3 - Laundry 10
	Section 4 - Sight Lines 10
	Section 5 - Vegetation 10
	Section 6 - Noxious Activity 11
	Section 7 - Signs 11
	Section 8 - Animals 11
	Section 9 - Trash 11
	Section 10 - Antennae 11
	Section 11 - Paint 12
	Section 12 - Exteriors of Structures 12
	Section 13 - Fences 12
	Section 14 - Vehicles 12
	Section 15 - Commercial Vehicles 12
	Section 16 - Recreational Vehicles 12
	Section 17 - Towing 12
	Section 18 - Leases 12
	Section 19 - Declarant's Activities 13
	Section 20 - Rules and Regulations 13
ARTICLE VII -	ARCHITECTURAL REVIEW BOARD 13
	Section 1 - Composition 13
	Section 2 - Method of Selection 13
	Section 3 - Removal and Vacancies 13
	Section 4 - Officers 13
	Section 5 - Duties 13
	Section 6 - Failure to Act 14
	Section 7 - Enforcement 14
	Section 8 - Appeal 14
ARTICLE VIII -	EASEMENTS 15
	Section 1 - Blanket Easements 15
	Section 2 - Exercise of Easement Rights 15
	Section 3 - Encroachments 15
	Section 4 - Development 15
	Section 5 - Utilities 15
	Section 6 - Release of Public Improvement Bonds 16
	Section 7 - Declarant-Retained Easement Rights 16
ARTICLE IX -	[INTENTIONALLY OMITTED]
ARTICLE X -	[INTENTIONALLY OMITTED]

ARTICLE XI -	POWERS AND DUTIES OF THE ASSOCIATION.....	16
	Section 1 - Discretionary Powers and Duties.....	16
	Section 2 - Mandatory Powers and Duties	18
ARTICLE XII -	RIGHTS OF MORTGAGEES	19
	Section 1 - Notice	19
	Section 2 - Unpaid Assessments	20
	Section 3 - Books and Records	20
	Section 4 - Notice	20
	Section 5 - Rights	20
ARTICLE XIII-	GENERAL PROVISIONS	23
	Section 1 - Enforcement	23
	Section 2 - Severability; Headings; Conflict	23
	Section 3 - Duration; Amendment.....	23
	Section 4 - Special Amendment	23
	Section 5 - Waiver.....	24
	Section 6 - Annexation of Additional Property	24
	Section 7 - Withdrawable Real Estate	24
	Section 8 - Management Contracts	24
	Section 9 - Dissolution	24
	Section 10 - Conservation covenant.....	25

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CLIFTON GROVE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of November 16, 2001 by and between VALE / WEST OX INVESTMENT, LLC, a Virginia limited liability company, its successors and assigns (the "Declarant"); and CLIFTON GROVE HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation, its successors and assigns (the "Association").

RECITALS:

A. The Declarant is the owner of certain real property located in Fairfax County, Virginia, known as **Lots 1 through 26, CLIFTON GROVE** as the same are duly subdivided, platted and recorded by the attached Deed of Subdivision.

B. The Association is, or at the time of recordation of this Declaration will be, the owner of certain real property located in Fairfax County, Virginia, known as **Parcel A, CLIFTON GROVE** as the same is duly subdivided, platted and recorded by the attached Deed of Subdivision.

C. The Declarant desires to create on the Property (as hereinafter defined) a residential community which shall have permanent open spaces and other common facilities for the benefit of the community.

D. The Declarant and the Association desire to provide for the preservation of the values of the community and such other areas as may be subjected to this Declaration, and to provide for the maintenance of the open spaces and other facilities, and, to this end, declare and publish their intent to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, it being intended that they shall run with the Property and shall be binding on all persons or entities having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each owner thereof.

E. The Declarant has deemed it desirable for the efficient preservation of the values of said community to create an association to which shall be delegated and assigned the powers of owning, maintaining and administering the common areas and facilities, administering and enforcing the covenants and restrictions made in and pursuant to this Declaration and collecting and disbursing the assessments and charges hereafter created.

F. The Declarant has incorporated CLIFTON GROVE HOMEOWNERS ASSOCIATION as a non-stock corporation under the laws of the Commonwealth of Virginia, for the purpose of exercising the functions of the Association.

NOW, THEREFORE, the Declarant, for and in consideration of the premises and the covenants contained herein, grants, establishes and conveys to each owner of a Lot, with the express concurrence of the Association, mutual, non-exclusive rights, privileges and easements of enjoyment on equal terms and in common with all other owners of Lots in and to the use of any Common Area and facilities; and further, the Declarant and the Association declare the Property to be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, easements, charges and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their respective successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. **"Association"** shall mean and refer to Clifton Grove Homeowners Association, a Virginia non-stock corporation, its successors and assigns.

Section 2. **"Board of Directors"** shall mean and refer to the executive and administrative entity established by the Articles of Incorporation of the Association as the governing body of the Association.

Section 3. **"Common Area"** shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Members, and shall include any private streets shown on an approved plat of the Property and located within the Common Area's boundaries.

Section 4. **"Declarant"** shall mean and refer to Vale / West Ox Investment, LLC and its successors or assigns (i) to whom Vale / West Ox Investment, LLC assigns any or all of its rights as Declarant pursuant to this Declaration by assignment recorded in the appropriate land records, or (ii) who is a purchaser at foreclosure of the Property or a grantee in a deed in lieu of foreclosure from the Declarant. Such an assignment shall only operate as to the land which is owned by such successor or assign. If the Declarant consists of more than one (1) person or entity, the rights and obligations of the Declarants shall be several and shall be based upon and apportioned in accordance with the number of Lots owned by each Declarant.

Section 5. **"Declaration"** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the Property, which Declaration is recorded in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia.

Section 6. **"Developer"** shall mean and refer to Vale / West Ox Investment, LLC and its assignees if such assignees receive a written assignment from the Developer.

Section 7. **" Dwelling Unit "** shall mean and refer to any improvement to the Property intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning (by way of illustration but not limitation) patio or zero lot line homes, townhouses and detached homes.

Section 8. **" Lot "** shall mean and refer to any plot of land created by and shown on a lawfully recorded subdivision plat of the Property upon which a Dwelling Unit could be constructed in accordance with applicable zoning ordinances, with the exception of the Common Area and streets dedicated to public use.

Section 9. **" Member "** shall mean and refer to every person or entity who holds a membership in the Association, as more particularly set forth in Article II below.

Section 10. **" Mortgagee "** shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the Common Area who has notified the Association of this fact in writing.

Section 11. **" Owner "** shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot, including a contract seller but excluding those holding such interest in a Lot solely by virtue of a contract to purchase a Lot or as security for the performance of an obligation. If more than one (1) person or entity is the record owner of a Lot, the term " Owner " as used herein shall mean and refer to such owners collectively, so that there shall be only one (1) Owner of each Lot.

Section 12. **" Property "** shall mean and refer to that certain real property described as **Lots 1 through 26 and Parcel A, CLIFTON GROVE** as duly subdivided, platted and recorded by the Deed of Subdivision recorded herewith, and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association.

ARTICLE II MEMBERSHIP

Every Owner of a Lot which is subject by covenants of record to assessment by the Association 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 by the Association. Ownership of such Lot shall be the sole qualification for membership. No Owner shall have more than one (1) membership in the Association for each Lot it owns.

ARTICLE III
VOTING RIGHTS

Section 1. Classes. The Association shall have two (2) classes of voting membership:

Class A: Class A Members shall be all Members with the exception of the Class B Member. A Class A Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by the Article entitled "Membership" herein.

Class B: The Class B Member(s) shall be the Declarant. A Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by the Article entitled "Membership" herein. Class B membership shall cease and a Class A membership with one (1) vote for each Lot in which it holds an interest shall issue on the happening of any of the following events, whichever occurs first:

(a) within four (4) months after the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) seven (7) years from the date of recordation of this Declaration.

Section 2. Annexation. Upon annexation of additional properties pursuant to this Declaration, and in the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived with respect to all Lots owned by the Declarant, which Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first:

(a) within four (4) months after the total votes outstanding in Class A membership in the annexed property equal the total votes outstanding in the Class B membership in such annexed property; or

(b) seven (7) years from the date of recordation of the document annexing such property.

Section 3. Multiple ownership interests. If more than one (1) person or entity holds an ownership interest in any Lot, the vote for such Lot shall be exercised as the owners of the Lot among themselves determine and may be exercised by any one (1) of the people or entities holding such ownership interest, unless any objection or protest by any other holder of such ownership interest is made prior to the completion of a vote, in which case the vote for such membership shall not be counted, but the Member whose vote is in dispute shall be counted as present at the meeting for quorum purposes if the

protest is lodged at such meeting. In no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV
PROPERTY RIGHTS

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

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

(b) the right of the Association to limit the number of guests of Members on the Common Area;

(c) the right of the Association to adopt and enforce rules and regulations governing the use of the Common Area and facilities, including, without limitation, the imposition of fines for the violation thereof;

(d) the right of the Association to suspend the voting rights, the right to run for office within the Association, and rights of a Member to the use of any recreational facilities or nonessential services offered by the Association, to the extent that access to the Lot through the Common Area is not precluded, for any period during which any assessment against such Member's Lot remains unpaid or for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) the right of the Association to borrow money for the improvement, maintenance or repair of the Common Area or facilities and in aid thereof, with the assent of at least two-thirds (2/3) of the votes of each class of Members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present, to mortgage the Common Area, subject to this Declaration and the easement of enjoyment created hereby, and to acquire property encumbered by a lien or liens of a mortgage or deed of trust; provided that any such mortgage of the Common Area must state that it is subject to this Declaration and the easement of enjoyment created hereby and shall not be in conflict with its designation as "open space";

(f) the right of the Association at any time, or upon dissolution of the Association, and consistent with the then-existing zoning ordinances of Fairfax County, Virginia (the "County") and its designation of the Common Area as "open space", to dedicate or transfer all or any part of the Common Area to an organization conceived and organized to own and maintain common open space, or, if such organization will not accept such a transfer, then to the County or other appropriate governmental agency, or, if such a transfer is declined, then to another entity in accordance with the laws governing

the same, for such purposes and subject to conditions as may be agreed to by the Members. Except in the case of dissolution, any such dedication or transfer shall have the assent of at least two-thirds (2/3) of each class of Members entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present, written notice of which shall be sent to all Members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. Upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents. The resubdivision or adjustment of the boundary lines of the Common Area and the granting of easements by the Association shall not be deemed a transfer within the meaning of this Article;

(g) the right of the Association to grant, with or without payment to the Association, licenses, rights-of-way and easements through or over any portion of the Common Area. The foregoing shall not be construed, however, to permit acquisition of or damage to any improvements, structures or installations located upon the Common Area without the payment of damages, including severance or resulting damages, if any, to the Association absent the Association's consent;

(h) the right of the Association to lease the Common Area; and

(i) the right of the Declarant or the Association to resubdivide and/or adjust the boundary lines of the Common Area as either deems necessary for the orderly development of the subdivision.

Section 2. Delegation of Use. Any Member may delegate its right of enjoyment to the Common Area and facilities to the members of its immediate household, its tenants or contract purchasers who reside on the Member's Lot. However, by accepting a deed to such Lot, every Owner covenants that should the Owner desire to rent its Lot, the rental agreement shall contain specific conditions which require the tenant to abide by all Association covenants, rules and regulations, and any Owner desiring to rent a Lot further covenants that the tenant will be provided a complete set of all Association covenants, rules and regulations.

ARTICLE V ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant covenants, for each Lot owned, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other instrument of conveyance, is deemed to covenant and agree to pay to the Association: (a) Annual Assessments (as hereinafter defined) or charges and (b) Special Assessments (as hereinafter defined) for capital improvements or other specified items. Such assessments are to be established and collected as hereinafter provided. The Association's Annual and Special Assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a

continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due and shall not be the personal obligation of a successor in interest unless expressly assumed by such successor. The Annual and Special Assessments, when assessed for each year, shall become a lien on the Lot in the amount of the entire Annual or Special Assessment, but shall be payable upon resolution of the Board of Directors, in equal installments collected on a monthly, bi-monthly, quarterly, semi-annual or annual basis.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents and Owners of the Property, for the improvement and maintenance of the Common Area, including but not limited to the payment of taxes, construction of improvements and maintenance of services and facilities devoted to these purposes or related to the use and enjoyment of the Common Area or other property which the Association has the obligation to maintain, and for such other purposes as the Board of Directors may determine to be appropriate.

Section 3. Annual Assessment.

(a) The Association must levy in each of its fiscal years an annual assessment (the "**Annual Assessment**"), against each Lot. The amount of such Annual Assessment shall be established by the Board of Directors and written notice of such shall be sent to every Owner at least thirty (30) days in advance of the commencement of each Annual Assessment period. The Annual Assessment shall become applicable as to all Lots within a Section of the Property (as such Section is shown on a recorded subdivision plat) on the first day of the month following the first conveyance of a Lot within that Section to an Owner who is not the Declarant. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year.

(b) The amount of the Annual Assessment shall be determined by the Board of Directors according to its estimate of the cost of providing services or rights of use which are common to all of the Lots.

Section 4. Special Assessment. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including the fixtures and personal property related thereto, or for any other specified purpose (the "**Special Assessment**"). The Special Assessment shall be levied against all of the Lots in each Section which benefit from the Special Assessment, pro rata according to each Section's benefit. The amount of the Special Assessment shall be the same for each Lot in any Section but need not be uniform with the Special Assessment imposed on Lots in other Sections. To be effective,

any such assessment shall have the assent of more than two-thirds (2/3) of the votes of each class of Members within an affected Section, who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present, written notice of which setting forth the purpose of the meeting shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 5. Quorum for any Action Authorized Under Section 4. At the first calling of a meeting under Section 4 of this Article, the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of Members shall constitute a quorum. If the required quorum does not exist at any such meeting, another meeting may be called subject to the notice requirements set forth in Section 4 and to applicable law, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Working Capital Assessment. In addition to the Annual and Special Assessments authorized above, the Association shall establish and maintain a working capital fund. At each settlement on the initial sale by a Declarant of a Lot for which a residential use permit has been issued, the purchaser of such Lot shall pay to the Association a one-time working capital assessment in an amount equal to one-sixth (1/6th) of the Annual Assessment for said Lot. Such working capital assessment shall not be considered an advance payment of an Annual Assessment.

Section 7. Rate of Assessment. The Annual Assessment shall be fixed at a uniform rate for all Lots, except for unoccupied Lots owned by the Declarant, and the Special Assessments shall be fixed at a uniform rate for all Lots within a particular Section, except for unoccupied Lots owned by the Declarant. Any unoccupied Lots owned by the Declarant shall be exempt from assessment.

Section 8. Notice of Assessment and Certificate. Written notice of the Annual Assessments shall be sent to every Member. The due dates for payment of the Annual Assessments shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer or authorized agent of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Remedies of the Association in the Event of Default. If any assessment pursuant to this Declaration is not paid within thirty (30) days after its due date, the assessment shall bear interest from the date of delinquency at the judgment rate provided for in the Code of Virginia. In addition, in its discretion, the Association may:

- (a) impose a penalty or late charge as previously established by rule;
- (b) bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. A suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without perfecting, foreclosing or waiving the lien provided for herein to secure the same;
- (c) suspend a Member's voting rights, right to hold an office within the Association, and right to use recreational facilities or nonessential services offered by the Association to the extent that access to the Lot through the Common Area is not precluded. No assessment shall be refunded in the event of suspension; and
- (d) accelerate the due date of the unpaid assessment so that the entire balance shall become due, payable and collectible.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or facilities, abandonment of its Lot, or the failure of the Association or the Board of Directors to perform their duties.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any properly recorded first trust or mortgage if such first trust or mortgage was recorded before the delinquent assessment was due. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a first trust or mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for or the lien of any assessments which thereafter become due or from the lien thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all property dedicated to and accepted by a local public authority; and (b) the Common Area; however, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Reserves for Replacements. The Association shall establish and maintain a reserve fund for the maintenance, repair and replacement for those parts of the Common Area and improvements located thereon which may be replaced or require maintenance on a periodic basis by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board of Directors, which reserve fund shall be sufficient, in the sole opinion of the Board of Directors, to accommodate such future maintenance, repair and replacement and which shall be a component of the Annual Assessment. Such reserves shall be payable in regular installments rather than by Special Assessment. Such fund shall be conclusively deemed to be a common

expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any state or by any agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacement of the Common Area may be expended only for the purpose of effecting the replacement of the Common Area, major repairs to, replacement and maintenance of any improvements within the Common Area, including but not limited to sidewalks, parking areas, streets or roadways developed as a part of the Property, equipment replacement, and for start-up expenses and operating contingencies of a nonrecurring 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 the Member's Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

ARTICLE VI RESTRICTIVE COVENANTS

Section 1. The Property shall be used exclusively for residential purposes except as provided in Section 19 hereof. The Declarant reserves the right, pursuant to a recorded subdivision or resubdivision plat, to alter, amend, and change any lot line or subdivision plan or plat. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Dwelling Unit and appurtenant structures, approved by the Association and appropriate County authorities, for use solely by the occupant of the Dwelling Unit.

Section 2. No structure or addition to a structure shall be erected, placed, altered or externally improved on any Lot until the plans and specifications, including design, elevation, material, shape, height, color and texture, and a site plan showing the location of all improvements with grading modifications, shall be filed with and approved in writing by the Architectural Review Board, and, if required, by appropriate County authorities and, where required, appropriate construction permits obtained. "Structure" shall include, but not be limited to, any building or portion thereof, wall, deck, play equipment, greenhouse, skylight, solar panel, fence, pool, pavement, driveway or appurtenances to any of the aforementioned.

Section 3. No clothing, laundry or wash shall be aired or dried on any portion of the Property within public view.

Section 4. No fence, wall, tree, hedge or shrub shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

Section 5. An Owner shall, at all times, maintain its property and all appurtenances thereto in good repair and in a state of neat appearance. All grassy areas

of a lawn shall be kept mowed and shall not be permitted to grow beyond a reasonable height. Except as required for proper sight lines, no tree of a diameter of more than four (4) inches measured two (2) feet above ground level shall be removed or planted without the approval of the Architectural Review Board.

Section 6. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done or placed thereon which is or may become an annoyance or nuisance to the neighborhood. No exterior lighting on a Lot shall be directed outside the boundaries of the Lot.

Section 7. The only signs permitted on the Property shall be customary home and address signs and real estate sale or lease signs which have received the prior written approval of the Architectural Review Board ("**Permitted Signs**"). No more than one (1) Permitted Sign shall be displayed to public view on any Lot and must be less than or equal to two (2) square feet in total surface area and may not be illuminated. All Permitted Signs advertising the property for sale or rent shall be removed within three (3) days from the date of the conveyance of the Lot or of the execution of the lease agreement, as applicable.

Section 8. No domesticated or wild animal shall be kept or maintained on any Lot, except for common household pets such as dogs and cats which may be kept or maintained, provided that they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or the neighborhood and are kept in compliance with applicable County ordinances. Law enforcement and animal control personnel shall have the right to enter the Property to enforce local animal control ordinances.

Section 9. Trash shall be collected and stored in trash receptacles only and not solely in plastic bags. Trash and garbage receptacles shall not be permitted to remain in public view except on days of trash collection, except those receptacles designed for trash accumulation located in the Common Area. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on the exterior of any Dwelling Unit.

Section 10. To the extent not inconsistent with federal law, exterior television and other antennae, including satellite dishes, are prohibited, unless approved in writing by the Architectural Review Board. The Architectural Review Board shall adopt rules for the installation of such antennae, which rules shall require that antennae and satellite dishes be placed as inconspicuously as possible and screened from view; provided, however, that all such rules relating to antennae and satellite dishes shall not unreasonably delay installation, interfere with reception or increase the cost. It is the intent of this provision that the Architectural Review Board shall be able to strictly regulate exterior antennae and satellite dishes to the fullest extent of the law and should any regulations adopted herein or by the Architectural Review Board conflict with federal law, such rules as do not conflict with federal law shall remain in full force and effect.

Section 11. No person shall paint the exterior of any building, or portion thereof, a color different than the original color of said building or portion thereof without the proposed color having been first approved in writing by the Architectural Review Board.

Section 12. The exteriors of all structures, including, without limitation, walls, doors, windows and roofs, shall be kept in good maintenance and repair. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction. In the event of fire, windstorm or other damage, the exterior of a structure shall not be permitted to remain in a damaged condition for longer than three (3) months, unless expressly excepted by the Board in writing.

Section 13. No fence or enclosure shall be erected or built on any Lot until first approved in writing by the Architectural Review Board as to location, height, material and design. Any fence or wall built on any Lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 14. No inoperable, junk, unregistered, unlicensed or uninspected vehicle shall be kept on the Property. No portion of the Property shall be used for the repair of a vehicle.

Section 15. No commercial or industrial vehicle, such as but not limited to moving vans, trucks, tractors, trailers, vans, wreckers, tow trucks, hearses and buses, shall be regularly or habitually parked or parked overnight on the Property, except upon the prior written approval of the Architectural Review Board.

Section 16. No recreational vehicles or equipment, such as but not limited to boats, boating equipment, travel trailers, camping vehicles or camping equipment shall be parked on the Property without the prior, written approval of the Architectural Review Board, as to location, size, screening and other relevant criteria. The Association shall not be required to provide a storage area for these vehicles.

Section 17. The Board of Directors shall have the right to tow any vehicle parked or kept in violation of the covenants contained within this Article, upon twenty-four (24) hours' notice and at the vehicle owner's sole expense.

Section 18. Any rental agreement for a Dwelling Unit must be for an initial period of at least six (6) months, must be in writing and must be subject to the rules and regulations set forth in this Declaration and in the other Association documents. Every such rental agreement must include a provision stating that any failure by the tenant, its household members or guests, to comply with the terms of such documents shall be a default under the rental agreement, and the Owner shall be responsible for enforcing this provision.

Section 19. The provisions of this Article shall not apply to the development of or construction of improvements on the Property by the Declarant or its assigns. The Declarant or its assigns may, during its construction and/or sales period, erect, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the Property and on or in any building or structure now or hereafter erected thereon.

Section 20. The Association shall have the authority to adopt such rules and regulations regarding this Article as it may from time to time consider necessary or appropriate.

ARTICLE VII ARCHITECTURAL REVIEW BOARD

Section 1. Composition. The Architectural Review Board shall be comprised of three (3) or more members. Members shall serve staggered three (3) year terms as determined by the Board of Directors. As long as the Declarant owns any Lot within the Property, the Architectural Review Board shall consist of two (2) committees: the New Construction Committee and the Modification and Change Committee. When the Declarant no longer owns a Lot within the Property, the New Construction Committee shall be terminated.

Section 2. Method of Selection. The Developer shall appoint the persons to serve on the New Construction Committee. The Board of Directors shall appoint the persons to serve on the Modification and Change Committee. After the termination of the Class B membership, no member of the Modification and Change Committee may be a Director. The Developer may assign its rights under this Article to a Declarant or non-Declarant by a written assignment.

Section 3. Removal and Vacancies. Members of the Modification and Change Committee of the Architectural Review Board may be removed by the Board of Directors at any time with or without cause. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

Section 4. Officers. At the first meeting of the Modification and Change Committee of the Architectural Review Board following each annual meeting of Members, the Modification and Change Committee shall elect from among themselves a chairperson, a vice-chairperson and a secretary who shall perform the usual duties of their respective offices.

Section 5. Duties. The Committees of the Architectural Review Board shall regulate the external design and appearance of the Property and the external design, appearance and location of the improvements thereon in such a manner so as to preserve and enhance property values and to maintain harmonious relationships among structures and the natural vegetation and topography. During the period the Architectural

Review Board is comprised of the two (2) committees described above, the New Construction Committee shall regulate all initial construction, development or improvements on the Property. The Modification and Change Committee shall regulate all modifications and changes to existing improvements on the Property. In furtherance thereof, the Architectural Review Board shall:

- (a) review and approve or disapprove written applications of Owners for proposed alterations or additions to Lots;
- (b) periodically inspect the Property for compliance with adopted, written architectural standards and approved plans for alteration;
- (c) adopt and publish architectural standards subject to the confirmation of the Board of Directors;
- (d) adopt procedures for the exercise of its duties; and
- (e) maintain complete and accurate records of all actions taken by the Architectural Review Board.

Approval by the Architectural Review Board of a correctly filed application shall not be deemed to be an approval by County authorities nor a waiver of the applicant's obligation to obtain any required County approvals or to comply with applicable local ordinances.

Section 6. Failure to Act. In the event the Architectural Review Board fails to approve or disapprove a correctly filed application within forty-five (45) days of the receipt of the application sent by Registered Mail or Certified Mail-Return Receipt Requested, approval by the Architectural Review Board shall be deemed granted, except for those applications for additions or alterations prohibited by this Declaration or the architectural standards adopted by the Association, in which case no disapproval is necessary to uphold the prohibition. Failure of the Architectural Review Board or the Board of Directors to enforce the architectural standards or to notify an Owner of noncompliance with architectural standards or approved plans for any period of time shall not constitute a waiver by the Architectural Review Board or the Board of Directors of the enforcement of this Declaration at any later date.

Section 7. Enforcement. Any exterior addition, change or alteration made without application to, and approval of, the Architectural Review Board shall be deemed to be in violation of these covenants and may be required by the Board of Directors to be restored to its original condition at the offending Owner's sole cost and expense.

Section 8. Appeal. Any aggrieved party may appeal a decision of the Architectural Review Board to the Board of Directors by giving written notice of such appeal to the Association or any director within twenty (20) days of the adverse ruling.

ARTICLE VIII
EASEMENTS

Section 1. The Declarant grants and the Association reserves a blanket easement to the Association, its directors, officers, agents and employees, to any manager employed by or on behalf of the Association, and to all police, fire, ambulance personnel and all similar persons, to enter upon the Property in the exercise of the functions provided for by this Declaration, Articles of Incorporation, By-Laws and rules of the Association, and in the event of emergencies and in the performance of governmental functions.

Section 2. When not an emergency situation or a governmental function, the rights accompanying the easements provided for in Section 1 of this Article shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to, and with the permission of, any Owner or tenant directly affected.

Section 3. If any improvement on the Property now or hereafter encroaches on any other portion of the Property by reason of (a) the original construction thereof by the Declarant or its assigns, which shall include, but not be limited to, any driveway which encroaches over a Lot's boundary line and draining of rainwater from roofs, (b) deviations within normal construction tolerances in the maintenance, repair, replacement or reconstruction of any improvement, or (c) the settling or shifting of any land or improvement, an easement is hereby granted to the extent of any such encroachment for both the encroachment and its maintenance for the period of time the encroachment exists. The owner of the encroaching improvement shall also have an easement for the limited purpose of maintenance of the encroaching improvement. This easement does not relieve any Owner or any other person from liability for such Owner's or other person's negligence or willful misconduct.

Section 4. The Declarant, its agents and employees shall have a right of ingress and egress over the Common Area as required for construction on and development of the Property.

Section 5. So long as the Declarant owns any Lots within the Property, there is reserved to the Declarant a right to grant non-exclusive easements over any Lot or Common Area for the purposes of installing, repairing and/or maintaining utility lines of any sort, including but not limited to storm drains and drainage swales, sanitary sewers, gas lines, electric lines and cables, water lines, telephone lines, telecommunication lines and cables, and the like, and for any purpose necessary for the Declarant or its assigns to obtain the release of any bonds posted with a municipality, governmental agency or regulatory agency, and non-exclusive easements over the Common Area to any municipal agency or private entity for any other purpose consistent with the "open space" designation thereof.

Section 6. There is reserved to the Declarant an easement and the right to grant and reserve easements or to vacate or terminate easements across all Lots and Common Area as may be required by any governmental agency or authority or utility in connection with the release of improvement bonds or the acceptance of public streets for state maintenance with respect to the Property.

Section 7. So long as the Declarant owns any Lots within the Property, there is reserved to the Declarant a non-exclusive easement over all Lots and the Common Area for the purposes of correcting drainage, re-grading, maintenance, landscaping, mowing and erecting street intersection signs, directional signs, temporary promotional signs, entrance features, lights and wall features, and for the purpose of executing any of the powers, rights, or duties granted to or imposed on the Association herein.

ARTICLE IX
[INTENTIONALLY OMITTED]

ARTICLE X
[INTENTIONALLY OMITTED]

ARTICLE XI
POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Discretionary Powers and Duties. The Board of Directors, on behalf of the Association, shall have all powers for the conduct of the affairs of the Association which are enabled by law and not specifically reserved to Members or the Declarant, including but not limited to the following powers and duties, which may be exercised in its discretion:

(a) to enforce any covenants or restrictions which are imposed by the terms of this Declaration or which may be imposed on any part of the Property. Nothing contained herein shall be deemed to prevent the Owner of any Lot from enforcing any building restriction in its own name. The right of enforcement shall not serve to prevent such changes, releases or modifications of the restriction or reservations placed upon any part of the Property by any party having the right to make such changes, releases or modifications in the deeds, contracts, declarations or plats in which such restrictions and reservations are set forth; and the right of enforcement shall not have the effect of preventing the assignment of those rights by the proper parties wherever and whenever such right of assignment exists. Neither the Association nor the Board of Directors shall have a duty to enforce the covenants by an action at law or in equity if, in its or their opinion, such an enforcement is not in the Association's best interest. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association as herein provided for; provided, however, that the foregoing authorization to use the general fund for such enforcement proceedings shall not preclude the Association from collecting such costs from the offending Owner;

- (b) to provide such light as the Association may deem advisable on streets and the Common Area and to maintain any and all improvements, structures or facilities which may exist or be erected from time to time on the Common Area;
- (c) to build facilities upon the Common Area;
- (d) to use the Common Area and any improvements, structures or facilities erected thereon, subject to the general rules and regulations established and prescribed by the Association and subject to the establishment of charges for their use;
- (e) to mow and re-sow the grass and to care for, spray, trim, protect, plant and replant trees, shrubs and other landscaping on the Common Area and to pick up and remove from the Common Area all loose material, rubbish, filth and accumulation of debris; and to do any other thing necessary or desirable in the judgment of the Association to keep the Common Area in neat appearance and in good order;
- (f) to exercise all rights, responsibilities and control over any easements which the Association may from time to time acquire, including but not limited to those easements specifically reserved to the Association in the Articles entitled "Easements" herein;
- (g) to create, grant and convey easements and licenses upon, across, over and under all Common Area, including but not limited to easements for the installation, replacement, repair and maintenance of utility lines serving the Property;
- (h) to create subsidiary corporations in accordance with Virginia law;
- (i) to employ counsel and institute and prosecute such suits as the Association may deem necessary or advisable, and to defend suits brought against the Association;
- (j) to retain as an independent contractor or employee a manager of the Association and such other employees or independent contractors as the Board deems necessary, and to prescribe the duties of employees and scope of services of independent contractors;
- (k) to enter on any Lot to perform emergency repairs or to do other work reasonably necessary for the proper maintenance or protection of the Property;
- (l) to enter (or have the Association's agents or employees enter) on any Lot to repair, maintain or restore the Lot, all improvements thereon, and the exterior of the Dwelling Unit and any other improvements located thereon if such is not performed by the Owner of the Lot, and to assess the Owner of the Lot the costs thereof, such assessment to be a lien upon the Lot equal in priority to the lien provided for in the Article entitled "Creation of the Lien and Personal Obligation of Assessments" herein; provided,

however, that the Board of Directors shall only exercise this right after giving the Owner written notice of its intent at least fourteen (14) days prior to such entry;

(m) to resubdivide and/or adjust the boundary lines of the Common Area but only to the extent such resubdivision or adjustment does not contravene the requirements of zoning and other ordinances applicable to the Property;

(n) to adopt, publish and enforce rules and regulations governing the use of the Common Area and facilities and with respect to such other areas of responsibility assigned to it by this Declaration, except where expressly reserved herein to the Members. Such rules and regulations may grant to the Board of Directors the power to suspend a Member's voting rights and the Member's right to use recreational facilities or non-essential services for non-payment of assessments and to assess charges against Members for violations of the provisions of the Declaration or rules and regulations, as provided for in the Virginia Property Owners Association Act; and

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

Section 2. Mandatory Powers and Duties. The Association shall exercise the following powers, rights and duties:

(a) to accept title to the Common Area and to hold and administer the Common Area for the benefit and enjoyment of the Owners and occupiers of Lots, and to cause the Common Area and facilities to be maintained in accordance with the standards adopted by the Board of Directors;

(b) to transfer part of the Common Area to or at the direction of the Declarant, for the purpose of adjusting boundary lines or otherwise in connection with the orderly subdivision or development of the Property, but only to the extent such resubdivision or adjustment does not contravene the requirements of zoning and other ordinances applicable to the Property;

(c) after the termination of the Class B membership, to obtain and maintain without interruption liability coverage for any claim against a director or officer for the exercise of its duties and fidelity coverage against dishonest acts on the part of directors, officers, trustees, managers, employees or agents responsible for handling funds collected and held for the benefit of the Association. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in place. The fidelity bond coverage shall, at a minimum, be equal to the sum of three (3) months' Annual Assessment of all Lots in the Property plus the Association's reserve funds, if any;

(d) to obtain and maintain without interruption a comprehensive coverage of public liability and hazard insurance covering the Common Area and easements of which the Association is a beneficiary, if available at reasonable cost. Such insurance policy shall contain a severability of interest clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location and use. Further, the public liability insurance must provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence;

(e) to provide for the maintenance of any and all (i) improvements, structures or facilities which may exist or be erected from time to time on the Common Area, including but not limited to street lights (including the payment of utility costs therefor), recreational facilities, entrance ways and entrance areas, (ii) easement areas of which the Association is the beneficiary and for which it has the maintenance responsibility, (iii) facilities, including but not limited to fences and signs authorized by the Association and erected on any easements granted to the Association, and (iv) street lights that may be constructed within the rights-of-way of any public streets within or adjacent to the Property and which the Commonwealth of Virginia or the County requires the Association to maintain (including the payment of utility costs therefor);

(f) to pay all proper bills, taxes, charges and fees on a timely basis;

(g) to maintain its corporate status; and

(h) to trim grassy areas in and around the storm water management pond on a regular basis, subject to approval by the Fairfax County Department of Public Works and Environmental Services, in accordance with Proffer 14.c of approved rezoning application RZ 2000-MD-048.

ARTICLE XII RIGHTS OF MORTGAGEES

All Mortgagees shall have the following rights:

Section 1. Notice. A Mortgagee shall be given written notice from the Association of the following:

(a) any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot that is the security for the indebtedness due the Mortgagee;

(b) any default in the performance of any obligation under this Declaration or related Association documents by the Owner of a Lot that is the security for

the indebtedness due the Mortgagee which is not cured within sixty (60) days after the Owner's receipt of notice of the default;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association

(d) any proposed action that would require the consent of a specified percentage of Mortgagees.

Section 2. Unpaid Assessments. Any Mortgagee, who obtains title to a Lot pursuant to the remedies provided in its mortgage or deed of trust or foreclosure of the mortgage or deed of trust or deed in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the Mortgagee.

Section 3. Books and Records. A Mortgagee shall have the right to examine and copy at its expense the books and records of the Association during normal business hours and upon reasonable notice to the Association.

Section 4. Notice. As set forth in this Article, Mortgagees shall have the right, upon request, to receive notice of (a) the decision of the Owners to abandon or terminate the Planned Unit Development (as defined by the Federal National Mortgage Association); (b) any material amendment to the Declaration, the By-Laws or the Articles of Incorporation; and (c) if professional management has been required by a Mortgagee, the decision of the Association to terminate such professional management and assume self-management.

Section 5. Rights. Provided that improvements have been constructed in the Common Area and provided that a Mortgagee gives written notice to the Association that it has relied on the value of the improvements in making a loan on a portion or all of the Property, then such Mortgagee shall be further entitled to the following rights:

(a) Subject to the right of the Declarant to annex additional areas as provided in the Article entitled "General Provisions" herein, unless at least sixty-seven percent (67%) of the total allocated votes in the Association and Mortgagees representing at least fifty-one percent (51%) of those Lots that are subject to mortgages or deeds of trust have given their prior written approval, the Association shall not:

(i) fail to maintain fire and extended coverage insurance on insurable parts of the Common Area or other Association property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value, based on current replacement costs, not including land value;

(ii) use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement or reconstruction of such property;

(iii) add or amend any material provision of this Declaration or related Association documents concerning the following:

- (1) voting rights of any Member;
 - (2) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens;
 - (3) reductions in reserves for maintenance, repair and replacement of those parts of the Common Area that may be replaced or require maintenance on a periodic basis;
 - (4) insurance or fidelity bonds;
 - (5) responsibility for maintenance and repair of the Property;
 - (6) annexation or withdrawal of property to or from the Property (other than annexation or withdrawal of those properties referred to in the Article entitled "General Provisions" herein);
 - (7) imposition of any restriction on the leasing of Dwelling Units;
 - (8) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey its property;
 - (9) restoration or repair of the Property after damage or partial condemnation;
 - (10) reallocation of interests in the Common Area or rights to its use, except as provided in the Articles entitled "Voting Rights" and "Property Rights" herein;
 - (11) termination of the legal status of the Association after substantial destruction or condemnation of the subdivision occurs; and
 - (12) any provisions that are for the express benefit of Mortgagees.
- (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. The resubdivision and/or adjustment of boundary lines of the Common Area and the granting of easements by the Association shall not be deemed a transfer or subdivision within the meaning of this clause.

(v) by act or omission waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Dwelling Units and their appurtenances, the exterior maintenance of Dwelling Units and their appurtenances, the maintenance of the Common Area, common fences and driveways and the upkeep of lawns and plantings in the Property.

An addition or amendment to this Declaration or related Association documents shall not be considered material if it is for the purpose of clarification or correcting errors. A Mortgagee who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days of receipt of such request shall be deemed to have approved such request.

(b) A Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The Mortgagee making such payments shall be owed immediate reimbursement therefor from the Association.

(c) In the event that there is a condemnation or destruction of the Common Area or other Association property, to the extent practicable, condemnation or insurance proceeds shall be used to repair or replace the condemned or destroyed property.

(d) Should there be excess insurance or condemnation proceeds after the renovation, repair or reconstruction called for herein, such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot; subject, however, to the priority of a Mortgagee with regard to the proceeds applicable to the Lot securing said Mortgagee and in accordance with Virginia law.

(e) The Association must provide an audited financial statement for the preceding fiscal year to a Mortgagee upon its written request, at the Mortgagee's expense.

(f) Eligible Mortgagees representing at least sixty-seven percent (67%) of the votes of the mortgaged Lots must consent to the termination of the legal status of the Association for reasons other than substantial destruction or condemnation of the Property.

(g) The Association shall cause the immediate repair, reconstruction or renovation of any damage to the Common Area unless a decision not to repair, reconstruct or renovate is approved by a majority of the Mortgagees.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration or other Association documents unless such right is specifically limited. Failure by the Association or by any Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or an Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association or any Owner pursuant to any term, provision, covenant or condition of the Declaration 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 privileges as may be granted to such party by this Declaration or at law or in equity.

Section 2. Severability; Headings; Conflict. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect. Titles of paragraphs are for convenience only and are not intended to limit or expand the covenants, rights or obligations expressed therein. In the case of any conflict between the Articles of Incorporation and this Declaration, the Articles of Incorporation shall control; in the case of any conflict between this Declaration and the By-Laws, this Declaration shall control.

Section 3. Duration; Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, unless such right is specifically limited, for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants and restrictions of this Declaration shall be automatically extended for successive periods of twenty (20) years each. The covenants and restrictions of this Declaration may be amended in whole or in part with the assent of at least sixty-seven percent (67%) of the Members. Any amendment must be properly executed and acknowledged by the Association (in the manner required by law for the execution and acknowledgment of deeds) and recorded among the appropriate land records.

Section 4. Special Amendment. Notwithstanding anything herein to the contrary, the Declarant may unilaterally amend this Declaration for any reason prior to the first conveyance of a Lot to an Owner other than the Declarant and thereafter may make any amendment required by any of the federal mortgage agencies, such as the Veterans Administration, Federal Housing Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, or by the County, as a condition of the

approval of this Declaration, by the execution and recordation of such amendment following notice to all Members.

Section 5. Waiver. The Declarant, as the present most interested party in maintaining the high quality of development which by these covenants is sought to be assured for the Property, hereby expressly reserves unto itself (so long as these restrictions are in effect), the unqualified right to waive or alter from time to time such of the herein contained restrictions as it may deem best, as to any one or more of the Lots, which waiver or alteration shall be evidenced by the mutual written consent of the Declarant and the then-Owner of the Lot as to which some or all of said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded among the land records of Fairfax County, Virginia.

Section 6. Annexation of Additional Property. The Association may annex additional areas and provide for maintenance, preservation and architectural control of Lots and Common Area within such areas, and so may add to its membership under the provisions of the Article entitled "Membership" herein, with the written consent of at least sixty-seven percent (67%) of each class of Members. Provided, however, that during the seven (7) year period commencing with the date of recordation of this Declaration, no such consent is required for the annexation by the Declarant of all or any part of the real property adjacent to the Property or separated from it only by a public street.

Section 7. Withdrawable Real Estate.

(a) The Declarant shall have the unilateral right, without the consent of the Class A Members or any Mortgagee, to execute and record an amendment to this Declaration withdrawing any portion of the Property on which Dwelling Units have not been constructed; provided, however, that not more than five (5) years have lapsed since the date of the recordation of this Declaration.

(b) Upon the dedication or the conveyance to any public entity or authority of any portion of the Property for public street purposes, this Declaration shall no longer be applicable to the land so dedicated or conveyed.

Section 8. Management Contracts. For such time as the Declarant has Class B membership status, the Declarant shall have the right to enter into professional management contracts on behalf of the Association for the management of the Property for terms not to exceed one (1) year; provided, however, that the Association shall have the right to terminate such contracts, with or without cause, upon thirty (30) days' written notice to the other party and without payment of a termination fee.

Section 9. Dissolution. The Association may be dissolved with the assent given in writing and signed by at least two-thirds (2/3) of each class of Members and in accordance with Title 13.1, Chapter 10, Article 13 of the Code of Virginia. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets

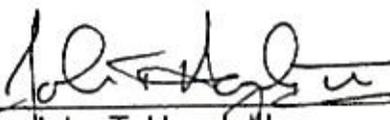
of the Association, both real and personal, shall be offered to an appropriate public agency to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association. In the event that such offer of dedication is refused, such assets shall be then offered to be granted, conveyed or assigned to any non-profit corporation, trust or other organization devoted to similar purposes and in accordance with Virginia law. Any such dedication or transfer of the Common Area shall not be in conflict with then-governing zoning ordinances or the designation of the Common Area as "open space".

Section 10. Conservation covenant. In accordance with Proffer 13.c of approved Rezoning Application RZ 2000-MD-048, construction of residences, sheds, pools, fences and denuding shall be prohibited, with the exception of that required for trail construction and maintenance and subdivision construction access, in the southern and eastern open space areas. This restriction shall run to the Association and shall become effective upon the completion of grading, trail construction and utility work in the southern and eastern open space areas.

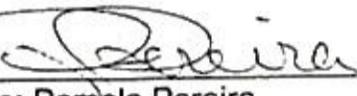
[SIGNATURE PAGE FOLLOWS]

WITNESS the following signatures and seals:

VALE / WEST OX INVESTMENT, LLC
a Virginia limited liability company

By:  (SEAL)
Name: John T. Hazel, III
Title: President

CLIFTON GROVE HOMEOWNERS ASSOCIATION
a Virginia non-stock corporation

By:  (SEAL)
Name: Pamela Pereira
Title: President

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 19th day of November, 2001 by John T. Hazel, III as President of Vale/West Ox Investment, LLC.


Notary Public

My commission expires: 12/31/02

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was sworn to and acknowledged before me this 16th day of November, 2001 by Pamela Pereira as President of Clifton Grove Homeowners Association.


Notary Public

My commission expires: 5/31/03

Sto\Pulte\Clifton Grove\Declaration X (11/14/01)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, November 14, 2001

This is to Certify that the certificate of incorporation of

Clifton Grove Homeowners Association

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: November 14, 2001



State Corporation Commission

Attest:

Joel H. Beck

Clerk of the Commission

CLIFTON GROVE HOA Budget

INCOME	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
Quarterly Assessment	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Assessment Income (1)	\$ 13,600.00	\$ 21,970.00	\$ 24,978.80	\$ 25,871.87	\$ 26,008.75	\$ 27,063.02	\$ 29,102.34	\$ 30,200.43	\$ 31,477.09	\$ 32,729.17
Homeowner Lots (100%)	\$ 2,530.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deceased Lots (25%)	\$ 3,988.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Working Fund Contributions (2)	\$ 20,117.33	\$ 23,970.00	\$ 24,978.80	\$ 25,871.87	\$ 26,008.75	\$ 27,063.02	\$ 29,102.34	\$ 30,200.43	\$ 31,477.09	\$ 32,729.17
TOTAL INCOME	\$ 20,117.33	\$ 23,970.00	\$ 24,978.80	\$ 25,871.87	\$ 26,008.75	\$ 27,063.02	\$ 29,102.34	\$ 30,200.43	\$ 31,477.09	\$ 32,729.17
ADMINISTRATIVE EXPENSES	\$ -	\$ 175.00	\$ 182.00	\$ 182.00	\$ 188.28	\$ 198.85	\$ 204.70	\$ 212.91	\$ 221.43	\$ 230.29
Tax Return Preparation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Income Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Master Insurance Policy	\$ 600.00	\$ 800.00	\$ 832.00	\$ 832.00	\$ 855.28	\$ 899.59	\$ 935.89	\$ 973.32	\$ 1,012.26	\$ 1,052.75
Directors and Officers Liability Policy	\$ 500.00	\$ 800.00	\$ 838.00	\$ 838.00	\$ 873.44	\$ 1,012.38	\$ 1,052.87	\$ 1,094.59	\$ 1,138.78	\$ 1,184.34
Management Contract (3)	\$ 2,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal/Annual Reports	\$ 300.00	\$ 300.00	\$ 312.00	\$ 312.00	\$ 324.48	\$ 337.48	\$ 350.88	\$ 365.00	\$ 379.50	\$ 394.78
Administrative Bank Charges	\$ 300.00	\$ 205.00	\$ 258.40	\$ 258.40	\$ 269.28	\$ 279.59	\$ 289.41	\$ 298.75	\$ 307.62	\$ 316.04
TOTAL ADMINISTRATIVE EXPENSES	\$ 5,000.00	\$ 2,460.00	\$ 2,268.40	\$ 2,268.40	\$ 2,391.04	\$ 2,507.20	\$ 2,578.97	\$ 2,663.57	\$ 2,761.01	\$ 2,871.61
OPERATING EXPENSES	\$ 8,000.00	\$ 12,000.00	\$ 12,480.00	\$ 12,480.00	\$ 12,979.20	\$ 13,488.37	\$ 14,038.30	\$ 14,589.83	\$ 15,183.83	\$ 15,791.18
Grounds/Common Area/Trail Maintenance (4)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Snow Plowing/Sanding (5)	\$ 3,150.00	\$ 5,460.00	\$ 6,878.40	\$ 6,878.40	\$ 6,805.54	\$ 6,141.70	\$ 6,287.43	\$ 6,042.92	\$ 6,008.04	\$ 7,164.89
Trash Removal	\$ 1,150.00	\$ 1,748.00	\$ 1,818.00	\$ 1,818.00	\$ 1,889.50	\$ 1,960.00	\$ 2,030.00	\$ 2,100.00	\$ 2,170.00	\$ 2,240.00
TOTAL OPERATING EXPENSES	\$ 4,300.00	\$ 7,208.00	\$ 8,696.40	\$ 8,696.40	\$ 8,695.04	\$ 8,102.70	\$ 8,317.43	\$ 8,142.92	\$ 8,178.04	\$ 9,404.89
RESERVE FUNDING	\$ 4,000.00	\$ 4,000.00	\$ 4,160.00	\$ 4,160.00	\$ 4,226.40	\$ 4,488.66	\$ 4,679.43	\$ 4,896.01	\$ 5,081.28	\$ 5,263.73
Replacement Reserves (6)	\$ 167.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Operating Reserves	\$ 4,167.00	\$ 4,000.00	\$ 4,160.00	\$ 4,160.00	\$ 4,226.40	\$ 4,488.66	\$ 4,679.43	\$ 4,896.01	\$ 5,081.28	\$ 5,263.73
TOTAL RESERVE FUNDING	\$ 4,167.00	\$ 4,000.00	\$ 4,160.00	\$ 4,160.00	\$ 4,226.40	\$ 4,488.66	\$ 4,679.43	\$ 4,896.01	\$ 5,081.28	\$ 5,263.73
TOTAL EXPENSES	\$ 20,317.33	\$ 23,970.00	\$ 24,877.33	\$ 25,871.87	\$ 26,807.15	\$ 27,581.67	\$ 29,181.77	\$ 30,286.46	\$ 31,477.09	\$ 32,735.00
NET SURPLUS (LOSS)	\$ -									

(1) Based upon the following scheduled settlements:
 Jan-April (2 per month), May-Aug. (3 per month), Sep-Nov. (2 per month)
 (2) Assumes that each purchaser will pay at settlement a fee equal to the assessment for two months.
 (3) Assumes that the Association self-insures effective October 1, 2002.
 (4) Assumes that the maintenance of the SWM pond will be the responsibility of the County.
 (5) Assumes that the Declarant will reimburse the streets until they are accepted by VDOT.
 (6) For the future repair and replacement of the entrance markers, benches, gazebos, picnic tables, arbor, etc., located in the park area.

CLIFTON GROVE HOA
 Subscription Schedule

January (2002)	2	Settled
February	2	
March	2	
April	2	
May	3	
June	3	
July	3	
August	3	
September	2	
October	2	
November	2	

DEED OF SUBDIVISION

THIS DEED OF SUBDIVISION is made as of _____, 2001 by and between VALE / WEST OX INVESTMENT, LLC, a Virginia limited liability company, its successors and assigns (the "Owner"), Grantor; JERRY D. MEDLOCK, TRUSTEE and JAMES C. GULICK, TRUSTEE, either of whom may act (the "Trustees"), Grantor; MERCANTILE-SAFE DEPOSIT & TRUST COMPANY (the "Lender"), Grantor; the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, its successors and assigns (the "County"), Grantee; the FAIRFAX COUNTY WATER AUTHORITY, a body corporate and politic, its successors and assigns (the "Authority"), Grantee; and CLIFTON GROVE HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation, its successors and assigns (the "Association"), Grantee.

DRIVEWAY EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner creates and establishes easements for ingress and egress over and across the Property (pipestem driveway easements) as more particularly bounded and described on the Plat, for the benefit of the individual lots served thereby, subject to the following covenants and conditions which shall run with the land:

1. "Driveways", as referred to herein, shall mean the area within the easements for ingress and egress as more particularly bounded and described on the Plat.
2. Driveways shall be used exclusively for the purpose of ingress and egress to the individual lots served thereby and there shall be no parking within the Driveways at any time except for delivery and/or emergency vehicles.
3. The cost of the reasonable repair, rebuilding, maintenance and snow removal of the Driveways shall be shared equally by the owners of the lots using each Driveway, irrespective of whether one owner may make greater use of the Driveway. Any owner who uses a Driveway may make reasonable repairs, rebuild, provide for maintenance and snow removal, and if the other owners thereafter make use of the Driveway, they shall contribute equally to the cost of the maintenance, rebuilding, repair and snow removal.
4. No acts shall be performed by any owner of a lot, its tenants, guests or agents, which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other owner in and to the Driveway or such owner's lot.
5. In the event a Driveway is damaged or destroyed through the act of any owner, its tenants, guests or agents, it shall be the obligation of that owner to rebuild and repair the Driveway without cost to the other owners of the lots served by the Driveway.
6. In the event of any dispute arising concerning the use, repair and maintenance of the Driveways as set forth herein which cannot be resolved by the owners of the lots served thereby, such dispute shall be resolved by the Association in the manner prescribed by the Association's Board of Directors.

DEED OF SUBDIVISION

THIS DEED OF SUBDIVISION is made as of _____, 2001 by and between VALE / WEST OX INVESTMENT, LLC, a Virginia limited liability company, its successors and assigns (the "Owner"), Grantor; JERRY D. MEDLOCK, TRUSTEE and JAMES C. GULICK, TRUSTEE, either of whom may act (the "Trustees"), Grantor; MERCANTILE-SAFE DEPOSIT & TRUST COMPANY (the "Lender"), Grantor; the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, its successors and assigns (the "County"), Grantee; the FAIRFAX COUNTY WATER AUTHORITY, a body corporate and politic, its successors and assigns (the "Authority"), Grantee; and CLIFTON GROVE HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation, its successors and assigns (the "Association"), Grantee.

RECITALS:

A. The Owner is the owner of property located in Fairfax County, Virginia (the "Property") and shown on the plat entitled "PLAT OF SUBDIVISION, CLIFTON GROVE" [RPA-4928], dated August, 2001 and prepared by Dewberry & Davis LLC, which is attached hereto as Exhibit A and incorporated herein by reference (the "Plat"), having acquired the Property by deed recorded in Deed Book 12311 at Page 1288 among the Fairfax County, Virginia land records (the "Land Records").

B. It is the desire and intent of the Owner to subdivide the Property into lots and a parcel and to dedicate to public use the streets and thoroughfares as shown on the Plat.

C. It is the desire and intent of the Owner to grant and convey unto the County, the Authority and the Association the easements in the locations shown on the Plat, all as hereinafter provided.

D. It is the desire and intent of the Owner to create and establish ingress and egress easements for common driveways (pipestem driveways) in the locations shown on the Plat and as hereinafter provided.

E. It is the desire and intent of the Owner to provide for the preservation of the values of the community, and to this end the Owner wishes to subject the Property to the Declaration of Covenants, Conditions and Restrictions for Clifton Grove Homeowners Association, which is attached hereto as Exhibit B and incorporated herein by reference (the "Declaration"), it being intended that the easements, covenants, restrictions and conditions shall run with said real property and shall be binding on all persons or entities having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

G. It is the desire and intent of the Owner to grant and convey **Parcel A** unto the Association.

H. The Property is subject to the lien of the deed of trust recorded in Deed Book 12311 at Page 1293 among the Land Records (the "Deed of Trust"), which conveyed the Property to the Trustees to hold in trust for the benefit of the Lender.

I. The Trustees, either of whom may act, Lender and Owner desire and intend that the Trustees and the Lender release Parcel A and that portion of the Property dedicated to public street purposes from the lien of the Deed of Trust, subordinate the lien of the Deed of Trust to the easements created herein, and consent to the subjection of the Property to the Declaration.

SUBDIVISION

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner subdivides the Property to be known as Lots 1 through 26 and Parcel A, CLIFTON GROVE in accordance with the Plat.

STREET DEDICATION

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys to the County in fee simple and dedicates for public street purposes the 1.76005 acres of land labeled on the Plat as "HEREBY DEDICATED TO PUBLIC STREET PURPOSES", in accordance with the statutes made and provided therefor.

STORM DRAINAGE

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the County storm drainage easements for the purpose of constructing, operating, maintaining, adding to or altering present or future storm drainage facilities, sewers and appurtenances for the collection of storm drainage and its transmission through and across the Property, said easements being more particularly described on the Plat and subject to the following conditions:

1. All storm drainage and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the County.
2. The County and its agents shall have full and free use of said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way, including the right of access to and from the rights-of-way

and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County and its agents shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said easements; provided, however, that the County, at its own expense, shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to make any use of the easements which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named, provided, however, that no use shall be made of the easements which would interfere in any way with the natural drainage.

RESTRICTIVE PLANTING EASEMENT

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the County a restrictive planting easement for the purposes of promoting the stability of the dam and/or regulating plant growth within the easement area of the dam as further described on the Plat as "RESTRICTIVE PLANTING EASEMENT" and subject to the following terms and conditions:

1. The Owner, its successors and assigns, shall not place any structure, bulb, plant, tree or other object within the easement, except for grasses, without the written permission of the County.

2. The Owner, its successors and assigns, agrees to maintain the easement area by mowing, cutting and/or trimming all permitted planting. The County shall have the right, but not the obligation, to enter the property in order to perform such maintenance if, in the County's sole judgment, the Owner fails to perform such maintenance. The costs of such maintenance shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

3. No clearing or grading shall be permitted, and the easement area shall not be denuded, defaced or otherwise disturbed in any manner, without prior written approval of the appropriate agency or department of Fairfax County. The Owner otherwise reserves the right to make any use of the easement area that will not be inconsistent with the terms and conditions of this easement.

MAINTENANCE ACCESS EASEMENT

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the County permanent maintenance access easements for the purpose of ingress and egress by County maintenance vehicles through and across the Property, in the locations labeled on the Plat as "20' MAINTENANCE ACCESS EASEMENT", subject to the following conditions:

1. All facilities installed in the easements and rights-of-way shall be and remain the property of the County.
2. The County and its agents shall have full and free use of the said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easements and rights-of-way including the right of reasonable access to and from the rights-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.
3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, maintenance or enjoyment of the trails or sidewalks; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.
4. The Owner reserves the right to construct and maintain roadways over said easements and to make any use of the easements herein granted which

may not be inconsistent with the rights herein conveyed, or interfere with the use of the easements by the County for the purposes named, provided, however, that the Owner shall not erect any building or other structure, excepting a fence running parallel to the easements, on the easements, without obtaining the prior written approval of the County.

SANITARY SEWER EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the County sanitary sewer easements and rights-of-way for the purposes of constructing, operating, maintaining, adding to or altering present or future sanitary sewer lines, plus necessary manholes, sanitary sewer facilities, and any other appurtenant facilities for the collection of sewage and its transmission through and across the Property, said easements being more particularly described on the Plat and subject to the following terms and conditions:

1. All sewers, manholes, inlet structures and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the County.
2. The County and its agents shall have full and free use of said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way, including the right of access to and from the rights-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.
3. The County and its agents shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said easements; provided, however, that the County, at its own expense, shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.
4. The Owner reserves the right to construct and maintain roadways over the sewer easements and to make any use of the easements which may not

be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named, provided, however, that the Owner shall not erect any building or other structure, excepting a fence, on the easements without obtaining the prior written approval of the County.

SIGHT DISTANCE EASEMENTS

THIS DEED WITNESSETH that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys to the County sight distance easements through and across the Property, said easements being more particularly bounded and described on the Plat and subject to the following conditions:

1. The Owner shall not place any structure, plant or object within the easements more than two (2) feet in height.
2. The Owner agrees to cut and trim all plants in order to maintain the height limit. The County shall have the right, but not the obligation, to enter the Property in order to maintain the height limit if the Owner fails to do so at any time. The cost of such work shall be reimbursed to the County by the Owner upon demand.
3. The Owner reserves the right to make any use of the Property that will not be inconsistent with the easements.
4. The Owner agrees that the agreements and covenants stated in this Deed are not covenants personal to the Owner but are covenants running with the land which are and shall be binding upon the Owner, its heirs, personal representatives, successors and assigns.

TRAIL EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the County trail easements for the purpose of constructing, operating and maintaining public trails through and across the Property, said easements being more particularly bounded and described on the Plat, subject to the following conditions:

1. All facilities installed in the easements and rights-of-way shall be and remain the property of the County.

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

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, maintenance or enjoyment of the trails; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

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

INGRESS/EGRESS EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the County ingress and egress easements for the purpose of ingress and egress by County emergency, maintenance and police vehicles and equipment over and across **Parcel A** and the area on the Plat labeled "24' INGRESS EGRESS EASEMENT", subject to the following conditions:

1. All streets, service drives, trails, sidewalks and driveways and all appurtenant facilities installed in the easements and rights-of-way shall be and remain the property of the Owner, who shall properly maintain the Property and said facilities.

2. The County and its agents shall have full and free use of the easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way, including the right, but not the obligation, to perform, if the Owner fails to do so, such repairs and maintenance as the County may deem necessary. The cost of such repairs and maintenance shall be reimbursed to the County by the Owner upon demand.

The Owner agrees that the agreements and covenants stated in this Deed are not covenants personal to the Owner but are covenants running with the land which are and shall be binding upon the Owner, its heirs, personal representatives, successors and assigns.

FCWA EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the Authority easements and rights-of-way for the purposes of constructing, operating, maintaining, adding to, altering or replacing present or future water mains, including fire hydrants, valves, meters, building service connections and other appurtenant facilities for the transmission and distribution of water through, upon and across the Property, said easements being more particularly bounded and described on the Plat, subject to the following conditions:

1. All water mains and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the Authority.
2. The Authority and its agents shall have the full and free use of the easements and rights-of-way for the purposes named and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way, and the right to use abutting land adjoining the easement where necessary, provided, however, that its right to use abutting land shall be exercised only during periods of actual construction or maintenance and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.
3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other facilities in or abutting the easements being conveyed deemed by it to interfere with the proper and efficient construction, operation and maintenance of said water mains and

appurtenant facilities; provided, however, that the Authority, at its own expense, shall restore as nearly as possible to their original condition, all land or premises included within or abutting said easements which are disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, repaving, the replacement of fences, the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery, structures and other facilities located without the easements, but not the replacement of structures, trees, and other facilities within the easements.

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

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

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

PRIVATE INGRESS AND EGRESS EASEMENT

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner creates and establishes an ingress and egress easement for the benefit of **Lot 6** over and across **Lots 5 and 7** in the location labeled "24' INGRESS EGRESS EASEMENT" on the Plat, for ingress and egress and use as a driveway, provided, however, no vehicles shall be parked within the easement area. The owner of Lot 6 shall maintain the driveway in a safe and attractive condition.

PRIVATE SANITARY SEWER EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner creates and establishes private sanitary sewer easements for the benefit of Lots 3 and 6 over and across Parcel A in the locations labeled on the Plat as "10' PRIVATE SANITARY LATERAL EASEMENT" and "10' PRIVATE SANITARY SEWER EASEMENT", respectively. The owners of Lots 3 and 6 shall maintain the sanitary sewer lines and facilities in their respective easements.

DRIVEWAY EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner creates and establishes easements for ingress and egress over and across the Property (pipestem driveway easements) as more particularly bounded and described on the Plat, for the benefit of the individual lots served thereby, subject to the following covenants and conditions which shall run with the land:

1. "Driveways", as referred to herein, shall mean the area within the easements for ingress and egress as more particularly bounded and described on the Plat.
2. Driveways shall be used exclusively for the purpose of ingress and egress to the individual lots served thereby and there shall be no parking within the Driveways at any time except for delivery and/or emergency vehicles.
3. The cost of the reasonable repair, rebuilding, maintenance and snow removal of the Driveways shall be shared equally by the owners of the lots using each Driveway, irrespective of whether one owner may make greater use of the Driveway. Any owner who uses a Driveway may make reasonable repairs, rebuild, provide for maintenance and snow removal, and if the other owners thereafter make use of the Driveway, they shall contribute equally to the cost of the maintenance, rebuilding, repair and snow removal.
4. No acts shall be performed by any owner of a lot, its tenants, guests or agents, which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other owner in and to the Driveway or such owner's lot.
5. In the event a Driveway is damaged or destroyed through the act of any owner, its tenants, guests or agents, it shall be the obligation of that

owner to rebuild and repair the Driveway without cost to the other owners of the lots served by the Driveway.

6. In the event of any dispute arising concerning the use, repair and maintenance of the Driveways as set forth herein which cannot be resolved by the owners of the lots served thereby, such dispute shall be resolved by the Association in the manner prescribed by the Association's Board of Directors.

RESTRICTIVE COVENANTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner declares the real property described in this Deed of Subdivision and designated as **Lots 1 through 26 and Parcel A, CLIFTON GROVE** to be held, transferred, sold, conveyed and occupied subject to the Declaration which is for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

PARTIAL RELEASE AND SUBORDINATION

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Trustees, authorized to act by the Lender as evidenced by its signature hereto, release **Parcel A** and that portion of the Property dedicated to public street purposes from the lien of the Deed of Trust, consent to and subordinate the lien to the easements created herein, and consent to the subjection of the Property to the Declaration.

TO HAVE AND TO HOLD **Parcel A** and that portion of the Property dedicated for public street purposes unto the Owner, fully released and discharged from the lien and operation of the Deed of Trust.

It is expressly understood that this release and subordination shall not affect the lien of the Deed of Trust upon the other land conveyed by the Deed of Trust and not released hereby or subject to such easements, and the Deed of Trust shall remain in full force and effect as to that land conveyed and not released hereby, subject to said easements.

CONVEYANCE OF COMMON AREA

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys **Parcel A** in fee simple unto the Association, with Special Warranty of Title. The Parcel shall not be denuded, defaced or otherwise disturbed in any manner without the approval of the Director of the Department of Environmental Management, provided, however, that routine maintenance of the Parcel shall be permitted in accordance with Section 2-702.5 of the Fairfax County Zoning Ordinance.

THIS CONVEYANCE IS MADE SUBJECT TO all restrictions, rights-of-way, easements and conditions contained in the deeds forming the chain of title to this property.

THIS DEED OF SUBDIVISION is made in accordance with the statutes made and provided in such cases, with the approval of the proper authorities of Fairfax County, Virginia, as shown by the signatures on the Plat, and is with the free consent and in accordance with the desires of the owner, proprietors and trustees, if any, of the land embraced within the bounds of said subdivision.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals:

VALE / WEST OX INVESTMENT, LLC
a Virginia limited liability company

By: _____ (SEAL)
Name: John T. Hazel, III
Title: President

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged and sworn to before me this ___ day of _____, 2001 by John T. Hazel, III as President of Vale/West Ox Investment, LLC.

Notary Public

My commission expires: _____

CLIFTON GROVE HOMEOWNERS
ASSOCIATION
a Virginia non-stock corporation

By: _____ (SEAL)
Name: Pamela Pereira
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged and sworn to before me this ____ day
of _____, 2001 by Pamela Pereira as President of Clifton Grove Homeowners
Association.

Notary Public

My commission expires: _____

TRUSTEES:

_____(SEAL)
JERRY D. MEDLOCK, TRUSTEE

_____(SEAL)
JAMES C. GULICK, TRUSTEE

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to wit;

The foregoing instrument was acknowledged and sworn to before me this ____ day of _____, 2001 by Jerry D. Medlock, Trustee.

Notary Public

My commission expires: _____

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to wit;

The foregoing instrument was acknowledged and sworn to before me this ____ day of _____, 2001 by James C. Gulick, Trustee.

Notary Public

My commission expires: _____

MERCANTILE-SAFE DEPOSIT & TRUST COMPANY

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF _____,
CITY/COUNTY OF _____, to wit;

The foregoing instrument was acknowledged and sworn to before me this ____ day of _____, 2001 by _____ as _____ of Mercantile-Safe Deposit & Trust Company.

Notary Public

My commission expires: _____

APPROVED AS TO FORM:

(ASSISTANT) COUNTY ATTORNEY
FAIRFAX COUNTY, VIRGINIA

ACCEPTED on behalf of the Board of Supervisors of Fairfax County, Virginia, by authority granted by the said Board.

_____(SEAL)
Director, Office of Site Development Services

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged and sworn to before me this ___ day of _____, 2001 by _____, Director, Office of Site Development Services, on behalf of the Board of Supervisors of Fairfax County, Virginia.

Notary Public

My commission expires: _____

Sto\Pulte\Clifton Grove\DOS (12/10/01)

