

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration"), made this 1ST day of DECEMBER, 1998, by GREAT FALLS WOODS, L.P., a Virginia limited partnership, for itself, its successors, grantees and assigns other than the purchasers of a Lot (herein called the "Declarant").

Section 1. Submission to the Declaration. Declarant hereby submits the land which is more particularly described on *Exhibit "A"* hereto, together with the buildings and improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto (the "Property"), to the terms, conditions and provisions of this Declaration.

Section 2. Definitions. The following terms when used herein and in the By-Laws shall have the meanings ascribed to them by this Section 2.

(a) **"Assessments"** shall mean those assessments payable by the Owners upon notification by the Association as provided herein. Each Assessment shall be separate and payable by the Owner of the Lot against which the Assessment is levied.

(b) **"Association"** shall mean Great Falls Woods Homeowners Association, a Virginia non-profit corporation, being an association of all Owners and the Declarant while it owns a Lot subject to this Declaration.

(c) **"Board of Directors"** shall mean a group of individuals who shall manage and administer the business affairs and operation of the Association on behalf of the Members.

(d) **"By-Laws"** shall mean the governing rules and procedures for the operation of the Association.

(e) **"Common Expenses"** shall mean the expenses for which all of the Owners may be liable pursuant to this Declaration or the By-Laws.

(f) **"Common Receipts"** shall mean the funds collected from Owners as Assessments and receipts designated as common by the provisions of this Declaration and the By-Laws.

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(g) "Common Surplus" shall mean the excess of all Common Receipts over all Common Expenses.

(h) "Community" shall mean the development known as Great Falls Woods which includes the Property.

(i) "Common Area" shall include the open space areas, including but not limited to Common Area, storm water retention, detention and drainage areas and any other facilities which the Association may hereafter own, acquire or construct.

(j) "Lot" shall mean the separate and subdivided parcel of land which is shown on the filed and recorded subdivision Plat for the Property, and all other structures which are or will be erected thereon.

(k) "Members" shall mean Class A and Class B Members of the Association, as these terms are defined in the Declaration and By-Laws.

(l) "Owners" shall mean the record owner of any Lot, excluding those persons having an interest merely as security for the performance of an obligation and excluding the Declarant. Multiple Owners of a single Lot shall together be deemed one Owner for the purposes of this Declaration.

(m) "Participating Builder" shall mean and refer to a person or entity owning a Lot(s) and designated as such by the Declarant.

(n) "Property" shall mean the land described in *Exhibit "A"* hereto as well as any additional land which may be annexed to this Association pursuant to Section 28.

Section 3. Applicability; Membership in the Association.

(a) This Declaration shall be applicable to the Property. All Owners of Lots and their tenants, guests, or invitees, and any other persons who shall be permitted to use the Common Area, shall be subject to this Declaration, the By-Laws and any rules and regulations promulgated by the Board of Directors.

(b) All Owners upon acceptance of the deed to their Lots shall become Members of the Association and shall be obligated to pay all Assessments levied by the Association. Membership in the Association shall be limited to the Owners of Lots subjected

to this Declaration and the Declarant. Except as set forth herein, the affairs of the Association shall be governed by the By-Laws.

(c) There shall be two classes of Members in the Association: Class A Members and the Class B Member.

(i) Class A Members shall be all Owners. Class A Members shall be entitled to one (1) vote for each Lot they own in the Community.

(ii) The Class B Member shall be the Declarant which shall have three (3) votes for each Lot it owns. Class B Membership shall terminate and become converted to Class A membership upon the happening of the earlier of the following:

(a) When the total number of votes outstanding among Class A Members equals the total number of votes outstanding in the Class B Membership; or

(b) The expiration of five (5) years from the initial recordation of this Declaration.

(c) At an earlier date than stated in (a) or (b) at the discretion of the Declarant.

(iii) Notwithstanding the foregoing, in the event of annexation of any additional properties, Class B membership shall be revived with respect to all Lots owned by the Declarant on the annexed property so that the Declarant has three (3) votes per Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

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

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

(d) Notwithstanding any other provision of this Declaration or the By-Laws, no action shall be taken or adopted by the Association which would in any way affect any of the rights, privileges, powers or options of the Declarant (including, but not limited to, development of the Property or the marketing program of the Declarant) without the prior written approval of the Declarant.

(e) Only those Class A Members in good standing and entitled to vote shall be considered in determining whether, as to Class A Members, a quorum is present at a meeting of the Association or for determining the percentage of Class A Members voting on a matter. A Class A Member shall be deemed to be "in good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all Assessments made or levied against him or against his Lot by the Board of Directors as hereinafter provided, together with all interest, costs of collection, attorneys' fees, penalties and other expenses, if any, properly chargeable to him or against his Lot, at least ten (10) days prior to the date fixed for the annual or special meeting and has not violated any of the covenants and conditions contained in this Declaration, the By-Laws or rules and regulations.

(f) In the event a Member shall lease or permit another to occupy his dwelling in accordance with the provisions of this Declaration, the tenant or occupant shall be permitted to enjoy the Common Area but shall not vote in the affairs of the Association, except when the Member shall permit the tenant or occupant to exercise the proxy vote of the Member.

(g) Every lawful transfer of title to a Lot shall include membership in the Association and, upon making this transfer, the previous Owner's membership shall automatically terminate. Except as otherwise expressly provided, membership in the Association may not be assigned or transferred without the transfer of legal title to a Lot and any attempt at assignment or transfer thereof shall be void and of no effect.

Section 4. Construction, Management, Operation, Maintenance and Dedication of the Common Area.

(a) The Declarant shall transfer to the Association and the Association shall accept ownership of the Common Area. After transfer by the Declarant, the management, operation and maintenance of the Common Area shall be the responsibility of the Association, which responsibilities the Association may delegate to a professional manager or agent.

(b) The Common Area which is open space shall be preserved in its natural state with no removal of vegetation unless it is dead or diseased. Any disturbance of the area requires permission of Fairfax County.

(c) The Declarant reserves the right to modify or alter the size, number and location of the Lots, as well as the improvement(s) thereon, as it deems

necessary or desirable in conjunction with the development of the Community. Without limiting the generality of the foregoing, the Declarant reserves the right to resubdivide all or a portion of the Community, to modify the site plans, to construct improvements on the Common Area, and to take whatever other action with respect to the Common Area and the Lots.

Section 5. Owners' Easement of Enjoyment. Every Owner shall have the right of ingress, egress and regress over and the right of enjoyment in and to the Common Area, which right shall be appurtenant to each Lot and shall pass with title to every Lot, subject to (a) the right of the Association to establish rules and regulations governing their use, and (b) the easements described elsewhere in this Declaration and the following:

(a) The right of the Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves until the sale of all the residential Lots within the Properties; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the Common Area or any facilities thereon;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be situated on the Common Area.

(c) The right of the Association to regulate parking on the Common Area through the granting of easements or promulgation of rules and regulations.

(d) The right of the Association, acting by and through its Board of Directors, to enter into agreements whereby the Association requires leaseholds, membership or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association.

Section 6. Easements.

(a) All the Property shall be subject to an easement for the present and future installation and maintenance of electric service, master and cable television service, telephone service, water service, storm water and sanitary sewage service, gas service and other utility services, and the facilities and appurtenances necessary to the same. This easement shall run at all times in favor of the Declarant, the Association and the entity or entities owning or operating the utilities, and the Declarant and the Board of Directors shall

have the right to grant additional utility easements in connection with the supply of utilities to the Community.

(b) The Declarant and/or the Association and their agents and employees shall have the irrevocable right and easement of access to each Lot as necessary for: (i) the inspection, maintenance, repair or replacement of the Common Area accessible therefrom; or (ii) the abatement of any violation of any laws or orders of any governmental authorities having jurisdiction over the Property; or (iii) grading, re-grading or any other reasonable activity as may be required in connection with construction on any Lot or Common Area. Any damage caused to any Lot as a result of such easement shall be repaired by the Declarant and/or Association at no cost to the Owner of the Lot. The cost of any repairs made to any Lot at the request of the Owner shall be chargeable to the Owner of the Lot.

(c) All of the easements described in this Declaration shall run with the land and inure to the benefit of and be binding upon the Declarant, the Association, each Owner and each tenant, occupant or other person having any interest in any Lot or in the Common Area.

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

(e) The Declarant and Association reserve the right and easement to the use of all Common Area, and any Lot or any portion thereof, as may be needed for repair, maintenance or construction on such Lot or any Lot or on any Common Area. The Declarant reserves the right to create such easements over the Property as may be required by any governmental authority as part of the development of the Property. The Association may grant easements over the Common Area as requested or required.

(f) The Association has an easement for access to Outlot C over adjacent lots for the purpose of maintenance.

Section 7. Owners' Assessment Obligation. Each Owner other than a Participating Builder, by acceptance of the deed, whether or not it shall be so expressed in his deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (in addition to any other charges or costs levied by the Association pursuant to this Declaration) all Assessments, including, but not limited to the following: (a) regular

Assessments due and payable on a monthly basis or as determined by the Board of Directors, based upon the budget of the Association (the "Base Assessment"); (b) special Assessments fixed, established and collected from time to time as provided in this Declaration (the "Special Assessment"); and (c) any interest charges, attorneys' fees, penalties or fines levied by the Board of Directors for non-payment of Assessments or for non-compliance with the terms and provisions of the Declaration, the By-Laws or any rules or regulation created by the Board of Directors. The Association shall have the right to assess charges (herein referred to as "Limited Charges") against any one or more Lots for the repair and maintenance of the Lot after the Owner has failed to maintain or repair his Lot. No Owner may exempt himself from contributing toward these expenses by waiver or by abandonment of the lot owned by him or by set off or counterclaim.

Section 8. Participating Builder. The Association shall levy against any Participating Builder, at the time the Declarant conveys a Lot or Lots to said Participating Builder, an assessment equal to 100 percent of the Assessments for each Lot thereby conveyed by the Declarant to said Participating Builder. The Participating Builder shall be responsible for all Assessments during its period of ownership.

Section 9. Special Assessment. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto or for any area of Association responsibility provided for in this Declaration or in the Bylaws. Any special assessment may be rescinded by a majority vote in person or by proxy, at a meeting of the Members convened within sixty (60) days of notice of the special assessment.

Section 10. Time of Payment. Except as otherwise provided in this Declaration, payment of Assessments by the Owner shall be made at the discretion of the Board of Directors; provided that all regular and special Assessments shall be declared by the Board of Directors and made due and payable on a regular basis. The failure of the Board of Directors to formally declare any regular Assessment shall result in the regular Assessment for the immediately preceding year being the regular Assessment applicable to and due and payable for the next year.

Section 11. Maximum Assessments.

(a) Until January 1 of the year following the conveyance of the first Lot to an Owner who is not a Participating Builder, the maximum Base Assessment imposed in any

fiscal year of the Association as to each Lot shall not exceed seven hundred fifty dollars (\$750.00).

(b) As to each of the fiscal years of the Association from and after January 1, 1999, the Board of Directors may increase the Maximum Base Assessment provided for above by the greater of (i) a factor of not more than ten percent (10%) of the Maximum Annual Assessments for the current fiscal year of the Association or (ii) the percentage increase, if any, in the Consumer Price Index, or equivalent, published by the United States Department of Labor for the Metropolitan Washington Area over the twelve (12) month period ending five (5) months prior to the end of the current fiscal year of the Association.

(c) From and after January 1 of the year immediately following the commencement of Assessments the Maximum Base Assessment may be increased above the amounts which could be set by the Board of Directors with the assent of (i) 66 2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and (ii) the Class B Member voting in person or by proxy in such a meeting.

(d) Written notice of any meeting called for the purpose of taking any action authorized under this Section shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement and the required quorum at the subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meetings. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 12. Lien for Assessments, Personal Obligation. All Assessments and Limited Charges chargeable to any Lot, including all fines, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees), and penalties levied for non-compliance with this Declaration, the By-Laws and any rules and regulations of the Association shall be the personal obligation of the Owner who was the Owner of the Lot at the time when the Assessment or Limited Charge became due. This lien shall be effective from and after the time the Assessment or Limited Charge became due and shall be evidenced by the recording in the public records of the county in which the Community is situate of a claim of lien pursuant to Section 55-516 of the Property Owners Association Act. Upon full payment of all sums secured by the lien and payment of a preparation fee, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at his sole expense.

Section 13. Effect of Non-Payment of Assessments. Any Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or a higher rate permitted by law. The Board of Directors may assess fines, late charges of twenty percent (20%) of the amount due, and costs of collection (including attorneys' fees) in addition to the interest charged thereunder.

Section 14. Method of Enforcing Collection of Assessments. Any Assessment charged against a Lot, may be enforced by a lawsuit brought by the Board of Directors on behalf of the Association in an action at law or equity against the Owner personally obligated to pay the same, or by executing the lien described in Section 9 available at law or in equity. In addition, the Association shall have the right to revoke the rights of an Owner in the Association, including the right to vote and the right to use the Common Area; provided the Association shall provide written notice of this revocation and an opportunity for the defaulting Owner to be heard before the Board of Directors. The decision of the Board of Directors shall be final.

Section 15. Transfer of a Lot. Upon the transfer of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and Limited Charges which are charges against the Lot as of the date of transfer. This joint and several liability shall be without prejudice to the right of the grantee to recover from the grantor in the amount of any unpaid Assessments provided, however, that any person who shall have entered into a written agreement to purchase a Lot shall be entitled to obtain a written statement from the Treasurer of the Association setting forth the amount of unpaid Assessments charged against the Lot, and if the statement does not reveal the full amount of the unpaid Assessments as of that date it is rendered, neither the purchaser nor the Lot after the transfer thereof shall be liable for the payment of the amount in excess of the unpaid Assessments shown on the statement.

Section 16. Mortgage Foreclosure. If a Lot is acquired as a result of foreclosure or deed in lieu of foreclosure of a first lien mortgage, the acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or other charges by the Association pertaining to the Lot or chargeable to the former Owner which accrued prior to acquisition of title. The unpaid share of the charges shall be a Common Expense collectible from all Owners including the acquirer of the Lot by foreclosure.

Section 17. Declarant's Assessment Obligations. The Declarant shall not be liable for any charges or Assessments levied by the Association against Lots owned by the Declarant. However, the Declarant agrees to satisfy any budget deficit or shortage that the Association may incur until the date the Class B membership terminates. The Declarant may provide an "in-kind" contribution of services or materials to maintain the Common Area in lieu of payment of budget deficits. Notwithstanding the foregoing, the Declarant shall have

the obligation to pay Assessments in accordance with the provisions of Section 7 above on any Lot owned by the Declarant upon which there is located a completed Dwelling Unit which is occupied as a residence.

Section 18. Owners' Negligence. Each Owner shall be obligated to reimburse the Association for any expenses incurred by the Association in repairing or replacing any part or parts of the Common Area damaged by such Owner's act, omission or negligence or by the act, omission or negligence of its tenants, agents or guests promptly upon the receipt of the Association's statement therefore.

Section 19. Surplus Funds. Any Common Surplus of the Association remaining after payment of or provision for Common Expenses and any payment of reserves may be used by the Association as determined by the Board of Directors, used for future expenses, or, to the extent not used, may be credited to the Owners to reduce their future Assessments.

Section 20. Transfer of Lots. Any Owner may transfer all of his ownership in the Lot (which must include his membership in the Association) at any time to any other person, and it shall not be necessary to secure the prior consent of the Association, Board of Directors or any other Owner.

Section 21. Initial Working Fund. The Board of Directors shall levy an "initial" assessment at settlement against the Owner of a Lot (other than a Participating Builder) who is a Class "A" member at the time of conveyance. Such initial assessment shall be in the amount of two (2) months of the current Base Assessment, and shall be used for commencing the business of the Association or any other purpose established by the Board of Directors.

Section 22. Mandatory Disclosure to Lot Purchaser. An Owner who sells his Lot shall provide his purchaser all documents required by Section 55-512 of the Property Owners Association Act.

Section 23. Architectural Control.

(a) **Building Restrictions.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. Under no circumstances shall an Owner install a fence past the rear plane of the dwelling unit (i.e., front and side yard fencing is prohibited).

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

(i) Review and approve, modify or disapprove, within forty-five (45) days, all written applications of Owners for improvements or additions to Lots or for modifications and changes to the improvements to the Lots. All applications not acted upon within forty-five (45) days shall be deemed approved;

(ii) Periodically inspect the Property for compliance with architectural standards and approved plans for alteration;

(iii) Adopt procedures for the exercise of its duties;

(iv) Maintain complete and accurate records of all actions taken.

(v) Established guidelines for Owners.

(c) Declarant Exempt. Notwithstanding any provision of the Declaration to the contrary, the provisions of this Section 23 shall not be applicable to the Declarant, any Participating Builder, or any part of the Property owned by the Declarant or any Participating Builder.

Section 24. Use Restrictions. The following restrictions shall apply to each Lot in the Community, which restrictions may not be amended or revoked without Declarant's consent until such time as Declarant conveys to the last Lot in the Community owned by Declarant.

(a) Residential Purposes. The Lots shall be used for residential purposes only, provided, however, that Declarant and any successor or assign holding title to a Lot for the purposes of home building, shall have the right to maintain construction or sales office, signs, specialty fencing, specialty lighting and other displays, and to otherwise use any Lot in the Community, for so long as Declarant or its successor or assign holds title to the Lot.

(b) No Nuisances. No noxious or offensive activity shall be carried on a Lot(s), nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No trash, garbage, metal, scrap or other waste may be placed or stored upon a Lot, except in approved sanitary containers which may be placed outside only on scheduled collection days.

(c) Vehicles. No trailer, boat, camper, commercial vehicle, unlicensed vehicle or disabled vehicle may be parked on the Property without written consent of the Board of Directors.

(d) No Livestock and Poultry; Restrictions on Domestic Animals. No livestock, including, without limitation, horses, poultry or reptiles of any kind shall be kept or bred in any Lot. Fairfax County requires that pets must be leashed while on the Property and all pet waste collected and disposed by the Owner.

(e) No Signs. No signs of any kind shall be displayed to the public view on any Lot or inside the dwelling except for real estate "For Sale" or "For Rent" signs not to exceed six (6) square feet in size.

(f) Trees. Existing trees on Lots may not be removed by Lot Owners without permission of the Board of Directors.

(g) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in Section 6. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct, redirect or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(h) Structural Additions. No Owner shall erect or permit to be erected on any Lot any fence or structural addition or improvement, without the prior written consent and design approval of the Board of Directors. The grading of any Lot shall not be changed in any manner that will cause an adverse effect on any adjacent Lots.

(i) No Television and Radio Towers or Antenna. No radio, television or other tower, pole, satellite dish, antenna or similar structure shall be erected on any part of any Lot or dwelling, including but not limited to radio or television made antennas. Provided, however, a satellite dish not greater than two feet (2') in diameter may be installed on a Lot if no part of the satellite dish is visible from the street on which the house fronts.

(j) Leases. No Owner shall lease to another his Lot or part thereof unless such lease shall be in writing for a term of not less than six (6) months and shall expressly provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, Bylaws, Articles of Incorporation and Rules and Regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a

default under such lease. No Lot may be subleased without the prior written consent of the Board of Directors. All leases will be provided to the Association, upon its request.

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

(l) Towing. The Board of Directors shall have the right to tow any junk vehicle or other vehicle on which current registration plates are not displayed, which is within any Lot or on any part of the Common Area upon forty-eight (48) hours notice. The repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out on any of the Lots or Common Areas.

(m) Trash, Clotheslines. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets on the rear of the Lot by a fence or appropriate screen approved by the Board of Directors. In no event shall a fence or screen to shield such storage be placed on a front or side yard of a Lot. Any equipment or units required for utilities which service a dwelling may be located in the side yard of a Lot, in which event any screen or fence shielding such equipment may be located on such side yard. Nothing herein shall be deemed to apply to the storage on the Property by Declarant or Participating Builder of building materials during, and for use in, the construction of the improvements on the Property.

Section 25. Compliance and Default.

(a) The Board of Directors shall have the power to adopt, amend and enforce compliance with any reasonable rules and regulations relative to the operation, use and occupancy of the Lots and the Common Area consistent with the provisions of this Declaration. Any rules and regulations adopted or amended by a resolution duly approved by the Board of Directors in accordance with the By-Laws shall be binding upon all Owners and occupants of Lots.

(b) Failure of an Owner to comply with any provision of this Declaration or the By-Laws or any rules and regulations adopted pursuant thereto shall entitle the Association or any aggrieved Owner to the remedies provided in this Declaration and in

Section 55-513 of the Property Owners Association Act and also to the following relief, none of which shall be exclusive of any other remedies:

(i) Suits. Failure to comply with the terms of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto, as they may be amended from time to time, shall entitle the Association or any aggrieved Owner to sue for the recovery of damages or for injunctive relief, or both. The relief shall not be exclusive of other remedies provided by law.

(ii) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees; provided, however, that no costs or attorneys' fees may be recovered against the Board of Directors in any action unless the court shall first expressly find that the Board of Directors acted in bad faith.

(iii) No Waiver of Rights. The failure of the Declarant, or the Board of Directors, or any Owner to enforce any covenant, restriction or other provision of this Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

Section 26. Complaint and Hearing Procedure; Actions by Owners. No Owner or occupant shall have the right to object, challenge or commence any suit at law or in equity or take any other actions under any act, power or authority now in force or hereafter to be enacted except after following procedures established by the Board of Directors by rule or regulation consistent with the provisions of the By-Laws.

Section 27. Amendments.

(a) Subject to the other provisions of this Declaration relative to amendment, this Declaration may be amended in the following manner:

(i) Before Any Conveyances: Prior to the transfer of any Lot by the Declarant to an ultimate Owner, the Declarant may amend this Declaration in any legal fashion which the Declarant may deem appropriate. After the first transfer of title, the terms of the following Subsection shall apply.

(ii) By Resolution: An amendment may be proposed by either the Board of Directors or by at least twenty percent (20%) of either class of Members. No proposed amendment shall be effective unless it has been adopted by the affirmative vote or

written agreement of at least fifty-one percent (51%) of the Members. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered, and shall be served upon all Owners in the manner hereinafter provided for service of notices.

(b) No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers or options of the Declarant unless the Declarant shall join in the execution of the amendment. As long as the Declarant owns any portion of the Property, the Declarant may amend this Declaration or the By-Laws in any manner which the Declarant believes either is necessary or desirable for the development, marketing, administration or operation of the Property and will not materially or adversely affect the Owners.

(c) A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Association with the formalities of a deed. The amendment of the Declaration shall be effective when the certificate and copy of the amendment was recorded.

(d) If any amendment of this Declaration or the By-Laws is necessary in the judgement of the Board of Directors to change, correct or supplement anything appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in this Declaration or the By-Laws, or if any amendment is necessary to conform to the requirements of FNMA, FHLMC, HUD, or VA or other institutional purchaser, guarantors or insurers of first mortgage liens with respect to the Community or to the requirements of the municipality in which the Property is located, the Board of Directors may at any time and from time to time take effect an appropriate corrective amendment without the approval of the Owners upon receipt by the Board of Directors of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

Section 28. Annexation. Additional lots or property in the vicinity of the Property may be annexed to the Property by the Declarant without the consent of the Class A members of the Association, if any. Any annexations made pursuant to this Section, or otherwise, shall be made by recording a Supplementary Declaration among the land records of Fairfax County, which Supplementary Declaration shall extend the scheme of this Declaration to such annexed property or by the recordation of a deed of dedication or deed of subdivision for such additional property or any portion thereof which shall by its terms subject such additional property to the operation of the provision of this Declaration. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the consent of the Declarant.

All lots described in the Supplemental Declaration, deed of dedication or subdivision shall be assessed pursuant to the provisions of this Declaration.

Section 29. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term not to exceed twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years unless terminated, at least six (6) months before the commencement of any extension, by a vote of not less than seventy-five percent (75%) of the Members, evidence of which shall be recorded.

Section 30. By Unanimous Agreement. This Declaration may be terminated at any time by the unanimous agreement, in writing, in the form of a Deed of Revocation, executed by all of the Owners and all holders of mortgages or judgement or other liens affecting the Lots. This deed of revocation shall become effective upon being recorded.

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

Section 31. Notice. All notices required to be served upon Owners pursuant to this Declaration or the By-Laws shall be sufficient if delivered to the Lot or mailed to the Owner at the Lot mailing address by regular mail and if delivered or mailed to the Declarant at the business office of the Declarant. The effective date of a notice shall be the date of delivery to the Lot or the Declarant's business office in the case of actual delivery and a date of five (5) days after deposit in the mail in the case of notice sent by mail.

Section 32. Severability. If any provisions of this Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof, the By-Laws or any rules and regulations, all of which shall continue in effect as if the invalid provisions had been included herein.

Section 33. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

Section 34. Effective Date. This Declaration shall become effective when it has been duly entered of record.

Section 35. Binding. This Declaration shall inure to the benefit of and shall be binding on the Declarant's successors or assigns.

Section 36. Additional Covenants.

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

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

IN WITNESS WHEREOF, the Declarant has set its hand and seal the day and year first written above.

GREAT FALLS WOODS, L.P., a Virginia limited partnership

By: Toll VA GP Corp.
Its general partner

By: [Signature] V.P.
Name: John Elcano
Title: Vice President

STATE/Commonwealth OF Virginia :
COUNTY OF Fairfax :

On this, 1st day of December, 1998 before me a notary public, personally appeared John Elcano who acknowledged himself to be the Vice President of Toll VA GP Corp., General Partner of Great Falls Woods, L.P., a Virginia limited partnership, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires: Nov 30, 1999

BK 10694 1170

EXHIBIT A

To Declaration of Covenants for GREAT FALLS WOODS

Lots 1 through 21, and Outlots A, B and C, GREAT FALLS WOODS, as duly dedicated, platted and recorded immediately prior hereto in the Deed of Subdivision for Great Falls Woods, L.P.

JATOLLA8553\EXHIBA

DEC -8 98

RECORDED FAIRFAX CO VA

TESTE:

J. Frey
CLERK