

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION, made on the date hereinafter set forth by The Goodman Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, by Instrument recorded in Deed Book 3612 at page 654 among the land records of Fairfax County, Virginia, Declarant subjected certain property described therein to certain covenants, conditions and restrictions.

WHEREAS, Declarant, sole owner of the said property, does hereby amend the said Declaration as herein set forth and does hereby vacate any provision of the aforesaid Declaration inconsistent herewith.

WHEREAS, Declarant is the owner of certain property in the County of Fairfax, State of Virginia, which is described as:

7.2823 acres, more particularly described in Schedule "A" attached hereto.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Waterford Homeowners Association, Inc., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, more particularly described in Schedule "B" attached hereto.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to The Goodman Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

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

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of member agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or

contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

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

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

- (a) when the total votes outstanding in the Class A equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1975.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital

improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and Fifty Dollars (\$150.00) per Lot except that any vacant lot or any lot superimposed with an unoccupied, home owned by the declarant shall be 25 percent (25%) of the assessment of Class A members.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be had more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates
The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment

-6-

period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration including changing of colors therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, 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 of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes

the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator; and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII'

Parking

Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign one vehicle parking spaces for each dwelling.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no

wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded, and approved by the appropriate Fairfax County, Virginia, authorities.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of more than two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership the following actions will require prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 18th day of December 1972.



The Goodman Corporation

Declarant

The Goodman Corporation

By:

Richard D. Goodman

Richard D. Goodman
President

STATE OF VIRGINIA
AT LARGE, to-wit

I, RICHARD T. HORAN, a Notary Public for the State aforesaid, whose commission expires on the 20th day of April, 1974, do certify that RICHARD D. GOODMAN, whose name as President is signed to the foregoing and hereunto annexed deed, bearing date on the 18 day of December, 1972, has this day acknowledged the same before me in my State aforesaid as the act and deed of said Corporation, and made oath that the Corporate Seal thereto affixed is the true Corporate Seal of said Corporation and has been thereunto affixed by due authority.

GIVEN under my hand this 19th day of December, 1972.

Richard T. Horan
Notary Public

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION of WATERFORD HOMEOWNERS ASSOCIATION, INC. made this 26th day of April, 1996 by WATERFORD HOMEOWNERS ASSOCIATION, INC., which is designated GRANTOR and GRANTEE herein for purposes of indexing.

RECITALS

R-1. By Deed of Dedication dated April 28, 1972, and recorded in Deed Book 3612 at page 665 among the land records of Fairfax County, Virginia, the Subdivision known as Section 1, Waterford was duly established subject to a certain Declaration of Covenants, Conditions and Restrictions (the "Initial Declaration") dated April 28, 1972, and recorded in Deed Book 3612 at page 654 among the aforesaid land records.

R-2. By Declaration of Covenants, Conditions and Restrictions (the "Amended Declaration") dated December 18, 1972, recorded in Deed Book 3751 at page 338 among the aforesaid land records, the Initial Declaration applicable to Section 1, Waterford was amended.

R-3. By Deed of Dedication dated April 12, 1973, and recorded in Deed Book 3814 at page 588 among the aforesaid land records, the Subdivision known as Section 2, Waterford was duly established subject to the Amended Declaration.

R-4. By Deed of Dedication dated January 11, 1974, and recorded in Deed Book 4038 at page 692 among the aforesaid land records, the Subdivision known as Section 3, Waterford was duly established subject to the Amended Declaration.

R-5. By Deed of Dedication dated July 16, 1976, and recorded in Deed Book 4439 at page 387 among the aforesaid land records, the Subdivision known as Section 4, Waterford was duly established subject to the Initial Declaration.

R-6. By various Deeds found in the chain of title of the four sections of Waterford, certain resubdivisions, modifications and conveyances have been made.

R-7. The Waterford Homeowners Association, Inc. (the "Association") is a Virginia Non-stock Corporation formed for the purpose of exercising the powers and privileges and performing the duties and obligations of the Association set forth in the Initial Declaration and the Amended Declaration as well as those set forth in the Articles of Incorporation of the Association and the Amendments thereto.

NOW, THEREFORE, the undersigned President of the Association pursuant to the Virginia Property Owners' Association Act,

TAX MAP NOS.: 48-1 ((11)) 1-120, 121A-127A,
128-150, A, B, C-1 & D-1 and
48-1 ((15)) 1-30 & E

GRANTEES ADDRESS:
P.O. Box 702
Vienna, VA 22183

RETURN TO: Waterford Homeowners Association, Inc.
P.O. Box 702
Vienna, VA 22183

96 MAY 30 P 3: 13

Schedule A

DESCRIPTION OF THE LAND OF RAYMOND F. CRIST, III,
TRUSTEE PROVIDENCE DISTRICT, FAIRFAX CO. VA.

BEGINNING at a point in the northerly line of BLAKE LANE (ROUTE # 655)
said point being the southeasterly corner of the land of MCDONALD;

THENCE departing the northerly line of BLAKE LANE and running with the easterly
line of MCDONALD and continuing with the easterly line of the land of
FRANKLIN N 04° 30' 15" E 709.03 feet to a point, said point being the
northeasterly corner of FRANKLIN;

THENCE running with the northerly line of FRANKLIN S 74° 39' 32" W
8.88 feet to a point and S 78° 35' 55" W 306.59 feet to a point in the
easterly line of EDGELEA ROAD (ROUTE # 701), said point being the northwesterly
corner of FRANKLIN;

THENCE running with the easterly line of EDGELEA ROAD N 13° 03' 47" W
163.20 feet to a point, said point marking the intersection of the easterly line of
EDGELEA ROAD and the southerly line of ROUTE # 1281;

THENCE running with the southerly line of ROUTE # 1281 N 75° 22' 56" E
1237.06 feet to a point in a westerly line of the land of the COUNTY SCHOOL
BOARD of Fairfax County, Virginia (Oakton High School);

THENCE running with the westerly line of said SCHOOL BOARD S 04° 48' 18" E
175.89 feet to a point;

THENCE running with a northerly line of said SCHOOL BOARD and continuing with
a northerly line of the land of HARRIS S 75° 06' 32" W 149.40 feet to a point
and S 74° 51' 16" W 234.45 feet to a point, said point being the northwesterly
corner of HARRIS;

THENCE running with the westerly line of HARRIS and continuing with the westerly
line of the land of WISE S 05° 48' 35" E 478.36 feet to a point and S 05° 51'
37" E 401.63 feet to a point in the aforementioned northerly line of BLAKE LANE,
said point being the southwest corner of WISE;

THENCE running with the northerly line of BLAKE LANE the following courses and dis-
tances: with the arc of a curve to the left, whose radius is 612.96 feet, a distance of
64.80 feet to a point,
N 84° 54' 55" W 63.98 feet to a point,
S 05° 05' 05" W 25.00 feet to a point,
N 84° 52' 17" W 291.41 feet to a point, and
N 84° 58' 20" W 220.74 feet to the point of beginning containing 15.3422 ACRES.

RUNYON & HUNTLEY
February 3, 1972

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia MAY 9 1972 at 2:56 PM
This instrument was received and, with the
certificate annexed, admitted to record

Tests:



Clerk

Virginia Code Title 55, Chapter 26. hereby records among the land records of Fairfax County, Virginia, the county in which Sections 1, 2, 3 and 4, Waterford Subdivision are located, as a Supplement to the Initial Declaration and Amended Declaration, true and correct copies of the following corporate organizational documents which impose on the Association maintenance and operational responsibility for the common area in an amount in excess of \$150 per year per lot as a regular annual assessment and/or creates the authority in the Association to impose on lots, and on the owners of such lots, the mandatory payment of money in an amount in excess of \$150 per year per lot as a regular annual assessment in connection with the provision of maintenance and/or services for the benefit of the lots, the owners and occupants of the lots and the common area:

- Exhibit 1 Articles of Incorporation of Waterford Homeowners Association, Inc., dated April 15, 1972 with Certificate of Incorporation of the Waterford Homeowners Association, Inc., dated April 17, 1972;
- Exhibit 2 Articles of Amendment of the Waterford Homeowners Association, Inc., dated August 28, 1972 with Certificate of Amendment dated January 12, 1973;
- Exhibit 3 Articles of Amendment of the Articles of Incorporation of the Waterford Homeowners Association, Inc., dated February 28, 1976 with Certificate of Amendment dated March 8, 1976.

EXECUTED in the name of the Waterford Homeowners Association, Inc. by its President and attested to by its Secretary.

THE WATERFORD HOMEOWNERS ASSOCIATION, INC.

By: Caryn Balamaci
Caryn Balamaci
President

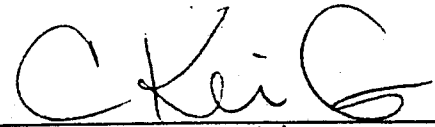
ATTEST:

Lee Jankus
Lee Jankus, Secretary

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX to wit:

I, C Kevin Gray, a Notary Public for the aforesaid jurisdiction, do certify that Caryn Balamaci, whose name as president is signed to the foregoing and hereunto annexed Supplemental Declaration, bearing date on the 26th day of April, 1996, has this day acknowledged the same before me in my jurisdiction aforesaid as the act and deed of said corporation.

Given under my hand this 26th day of April, 1996.



Notary Public

My Commission expires: 1/31/98