

2666

DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

FOR

//  
CAMERON STATION  
COMMUNITY ASSOCIATION, INC.

*Return To*  
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THIS DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS is made as of 20th JANUARY, 1998 by Cameron Associates L.L.C., a Virginia limited liability company. /

### RECITALS

Cameron Associates L.L.C. is the owner of certain real estate in the City of Alexandria, Virginia, on which it intends to create a planned community to be known as Cameron Station. In order to provide for the preservation and enhancement of property values, the maintenance and care of common areas and other amenities, and the orderly development and enjoyment of Cameron Station, Cameron Associates L.L.C. desires to subject the real property described on Exhibit A attached hereto, together with such additions thereto as may be made in the manner provided hereinafter, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which are for the benefit of Cameron Associates L.L.C. and Cameron Station.

NOW, THEREFORE, Cameron Associates L.L.C. hereby declares that the real property described on Exhibit A attached hereto, together with such additional real property (otherwise called "Additional Area") as it (or its successors and assigns) may add pursuant to Article II hereof, is and shall be used, held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, as the same may be amended or supplemented from time to time.

### ARTICLE I

#### DEFINITIONS

Section 1.1 General Provisions Definitions. As used herein, the terms listed below shall have the indicated meanings unless otherwise required by the context.

(a) "Additional Area" shall have the meaning set forth in Article II of this Declaration.

(b) "Approved Lots" shall mean at any specified time the sum of (i) all Lots (other than Multifamily Rental Sections) and all Multifamily Rental Units then subject to this Declaration, (ii) all Lots (other than Multifamily Rental Sections) and all Multifamily Rental Units on the Additional Area or portion thereof not then subject to this Declaration, and (iii) all other dwelling units which may be developed on the Additional Area or portion thereof not then subject to this Declaration pursuant to the Master Plan for Cameron Station attached hereto as Exhibit B, as the same from time to time may be amended and as the same from time to time shall be deemed amended by site plans from time to time approved by the City, all in accordance with all zoning ordinances, rules and regulations

of the City applicable to the Property, as from time to time amended, supplemented, varied or waived.

(c) "Architectural Review Committee" shall have the meaning set forth in Section 6.5 of this Declaration.

(d) "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.

(e) "Association" shall mean Cameron Station Community Association, Inc., a Virginia nonstock corporation, its successors and assigns, designed to serve as a property owners association with all of the powers and duties set forth in the Property Owners Association Act and Non-Stock Corporation Act of the Virginia Code and the Project Documents.

(f) "Board of Directors" or "Board" shall mean the executive and administrative body established by Article VIII of the Articles.

(g) "Builder" shall mean an entity (or person) which (or who) in the regular course of business purchases Lots or raw land of the Property or the Additional Area solely for the purpose of constructing improvements for resale or rental.

(h) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

(i) "City" shall mean the City of Alexandria, Virginia.

(j) "Clerk's Office" shall mean the Clerk's Office of the Circuit Court of the City of Alexandria, Virginia.

(k) "Cluster Housing Section" shall mean each discrete parcel or section of the Property for which a subdivision plat approved by the City has been recorded in the Clerk's Office subdividing the parcel or section into lots for townhouses, zero lot line residences, two-family residential units and/or other types of attached or cluster housing.

(l) "Cluster Housing Lot" shall mean each Lot within a Cluster Housing Section.

(m) "Condominium Section" shall mean each discrete parcel or section of the Property for which Condominium Instruments pursuant to the Virginia Condominium Act (VA. CODE §55-79.39 et seq.) have been recorded in the Clerk's Office providing for the development of the parcel or section as a residential condominium.

(n) "Condominium Unit" shall mean each dwelling unit within a Condominium Section and each residential dwelling unit within a Non-Residential Section for which Condominium

Instruments pursuant to the Virginia Condominium Act (VA. CODE §55-79.39 et seq.) have been recorded in the Clerk's Office.

(o) "Common Area(s)" shall mean, except as and to the extent otherwise provided herein, all portions of the Property other than Lots and Condominium Sections. Notwithstanding the foregoing, "Common Areas(s)" shall include (i) all real estate specifically designated as "Common Area" or as "Open Space" on recorded plats of the Property, or in this Declaration, any Supplemental Declaration or other amendment to this Declaration, or in any other instrument executed by Declarant and recorded in the Clerk's Office for the purpose of designating a Common Area, (ii) the portions of the Property designated for "buffers", "scenic easements" or similar purposes on recorded plats of the Property, and (iii) all other real property and improvements and facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of the Owners.

(p) "Declarant" shall mean Cameron Associates L.L.C., a Virginia limited liability company, or any party to which Cameron Associates L.L.C. assigns all or any portion of its rights hereunder by instrument(s) recorded in the Clerk's Office as provided in Section 13.5.

(q) "Declarant Control Period" shall mean the period of time from the date of recordation of this Declaration in the Clerk's Office until the Class C Membership in the Association terminates pursuant to the Articles.

(r) "Declaration" shall mean this instrument, as from time to time amended or supplemented.

(s) "Design and Maintenance Standards" shall mean the architectural standards or guidelines for the construction, alteration or maintenance of buildings or other improvements on Lots to be developed in accordance with Section 6.2.

(t) "Development Period" means the period of time that the Declarant or Builders are engaged in development or sales of Lots or Sections, or activities related thereto, anywhere on the Property or any portion of the Additional Area (whether or not all or any portion of the Additional Area is subjected to this Declaration). The Development Period shall end when the Declarant and Builders convey all Approved Lots to Owners other than a Builder.

(u) "Duly Called Meeting" shall mean a meeting of the Members of the Association for which the Association gives notice in accordance with the Bylaws.

(v) "Lot" shall mean (i) each Single Family Lot, (ii) each Cluster Housing Lot, (iii) each Condominium Unit, (iv) each Multifamily Rental Section, and (v) each Non-Residential Unit

from time to time a part of the Property. The term "Lot" shall not include Common Areas, private streets and property or improvements dedicated and accepted by a public authority.

(w) "Mortgage" shall mean each deed of trust or mortgage recorded against the title of any portion of the Property.

(x) "Mortgagee" shall mean the holder, insurer or guarantor of a Mortgage.

(y) "Multifamily Rental Section" shall mean each discrete parcel or section of the Property constructed as a multifamily residential rental project, and each portion of a Non-Residential Section constructed as residential rental unit(s), in each instance for which temporary or final certificates of occupancy have been issued for the rental units.

(z) "Multifamily Rental Unit" shall mean each rental unit within a Multifamily Rental Section.

(aa) "Non-Residential Use" shall mean primarily non-residential use and shall include, without limitation, office, retail and restaurant uses.

(bb) "Non-Residential Section" shall mean each discrete parcel or section of the Property intended for Non-Residential Use or for mixed residential and Non-Residential Use.

(cc) "Non-Residential Unit" shall mean each portion of a Non-Residential Section intended for Non-Residential Use, including rental units and condominium units.

(dd) "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" may be used interchangeably with the term "Member".

(ee) "Project Documents" shall mean this Declaration, any Amended or Supplemental Declaration, the Articles, the Bylaws, and any other documents incorporated therein by reference.

(ff) "Property" shall mean that certain real property described in Exhibit A attached hereto and such additions thereto as may hereafter be subjected in whole or in part to this Declaration by Declarant pursuant to Article II hereof.

(gg) "Section" shall mean any of the Single Family Sections, Cluster Housing Sections, Condominium Sections, Multifamily Rental Sections, and Non-Residential Sections.



(hh) "Single Family Section" shall mean each discrete parcel or section of the Property for which a subdivision plat approved by the City has been recorded in the Clerk's Office subdividing the parcel or section into lots for single family, detached dwelling units.

(ii) "Single Family Lot" shall mean each Lot within a Single Family Section.

(jj) "Supplemental Declaration" shall have the meaning set forth in Section 2.4 of this Declaration.

(kk) "Upkeep" means care, inspection, maintenance, operation, repair, repainting, remodelling, restoration, improvement, renovation, alteration, replacement and reconstruction.

(ll) "Virginia Code" shall mean the Code of Virginia (1950), as amended, and in effect as of the date of recordation of this Declaration and as amended from time to time thereafter. If any sections of the Virginia Code referred to in this Declaration are hereafter repealed or recodified, each such reference herein shall be deemed to apply to the section of the Virginia Code that is the successor to the previous section referred to herein, or, if there is no successor section because the code section has been repealed, such reference herein shall be interpreted as if the section had been repealed.

## Section 1.2 Construction of Project Documents.

(a) Pronouns and Captions. Unless the context indicates otherwise, words in the singular number shall be deemed to include words in the plural number and vice versa, and words in one gender shall be deemed to include the other gender. The table of contents, titles to articles, and section headings are for convenience only and neither limit nor amplify the provisions of the Project Documents.

(b) Severability. Each provision of the Project Documents is severable from every other provision, and the invalidity of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any Court of law finds any provision of the Project Documents to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and the provisions shall be enforced to the extent practicable.

(c) Interpretation. If there is any conflict between the Project Documents, the Declaration shall control. If there is any conflict between the Declaration and the Virginia Code, the Virginia Code shall control, but the Declaration and the Virginia Code shall be construed in the most harmonious light

possible. Particular provisions in the Declaration shall control over general provisions and provisions which appear later shall control over provisions which appear earlier in the Declaration, should they be in conflict. All provisions shall be interpreted consistently with the intent of the Declarant to create a planned community with uniformity of appearance and organizational efficiency.

(d) Relationship of Project Documents and Incorporation By Reference. The Project Documents shall be construed together and shall be deemed to incorporate one another. Any requirements as to the content of one shall be deemed as satisfied if the deficiency can be cured by reference to any of the others.

### Section 1.3 The Association.

(a) Creation. Cameron Station Community Association, Inc. is a non-stock corporation organized and existing under the laws of the Commonwealth of Virginia, charged with the duties and vested with the powers prescribed by law and set forth in the Project Documents.

(b) Membership. Every Owner of a Lot shall be a member of the Association. Membership shall not be separated from ownership of any Lot. Upon the delivery of a deed at the closing of the sale of a Lot, the membership of the seller as to that Lot shall cease.

Upon acquiring title to a Lot, each new Owner shall immediately give written notice to the Association of his/her name and address and the number and address of the Lot. If the new Owner fails to give the Association such notice within thirty days after acquiring title to such Lot, then the Association may assess the Owner pursuant to Article VIII hereof for the costs it incurs to obtain this information.

(c) Classes of Members; Voting Rights. The classes of membership and the members' voting rights shall be as set forth in the Articles.

## ARTICLE II

### PROPERTY SUBJECT TO COVENANTS AND DEVELOPMENT OF PROPERTY BY DECLARANT

Section 2.1 Property Subject to Covenants. The real estate which is subject to this Declaration as of the first date of its recordation in the Clerk's Office is described in Exhibit A hereto. The Declarant contemplates the extension of this Declaration to certain additional portions of the real estate described in Exhibit B hereto and referred to in this Declaration as the "Master Plan."

Section 2.2 Development of Property by Declarant. The Declarant contemplates the extension of this Declaration to certain additional portions of the real estate described in Exhibit B hereto and the possible extension of this Declaration to other real estate from time to time hereafter owned by the Declarant and located within a one-half (0.5) mile radius of the real estate described in Exhibit A or Exhibit B (the real estate described in Exhibit B and such other real estate hereafter owned by Declarant and within such one-half mile radius being collectively referred to as the "Additional Area"); however, the Declarant shall not be obligated to bring all or any part of the Additional Area within the scheme of development established by this Declaration, and no negative reciprocal easement shall arise out of this Declaration so as to benefit or bind any portion of the Additional Area until the Declarant expressly subjects such portion of the Additional Area to the provisions of this Declaration in accordance with Section 2.3 below and then such portion of the Additional Area shall be subject to any additions, deletions and modifications as are made pursuant to Section 2.3.

Section 2.3 Right to Subject Additional Area to Declaration. The Declarant reserves the right exercisable in the sole discretion of the Declarant (and without the joinder or consent of any other Owner, any Mortgagee or any other person or entity) at any time and from time to time prior to the twentieth (20th) anniversary of the recordation of this Declaration, to subject the Additional Area, or such portions thereof as Declarant shall determine, together with improvements thereon and easements, rights and appurtenances thereunto belonging, to the provisions of this Declaration in whole or in part. Any portion of the Additional Area which is not, on or before twenty (20) years from the date hereof, subjected to the provisions of this Declaration in whole or in part pursuant to this Section 2.3 and thereby constituted a part of the "Property", shall cease to be "Additional Area". Each of the additions authorized pursuant to this Section 2.3 shall be made by Declarant's executing and recording in the Clerk's Office an Amended Declaration describing the portion(s) of the Additional Area subjected to this Declaration. However, no negative reciprocal easement shall arise out of any additions, deletions or modifications to this Declaration made in the instruments subjecting the Additional Area to this Declaration except as to the real estate expressly subject to such additions, deletions and modifications.

Section 2.4 Supplemental Declarations. In furtherance of the unilateral right of the Declarant to subject Additional Area to this Declaration as provided in Section 2.3, the Declarant may, in its discretion, execute and record one or more supplemental declarations (each a "Supplemental Declaration") for the purpose of establishing certain additional or different covenants, conditions, restrictions and easements applicable to a specific Section or Sections. However, no negative reciprocal easement shall arise out of any Supplemental Declaration so as to bind any Section not expressly subjected thereto.

Section 2.5 Power Not Exhausted by One Exercise, Etc. No exercise of the power granted Declarant hereunder as to any portion of the Additional Area shall be deemed to be an exhaustion of such power as to other portion(s) of the Additional Area not so subjected to the provisions hereof or to the provisions of a Supplemental Declaration. The discretionary right of Declarant to subject the Additional Area to the provisions of this Declaration or a Supplemental Declaration is not conditioned upon or subject to the approval of any other Owner, Mortgage or other person or entity, and, therefore, the requirements set forth in Section 13.4 for amendments to this Declaration shall be inapplicable to this Article II. The failure of Declarant to extend the provisions of this Declaration to the Additional Area or any portion(s) thereof shall not be deemed to prohibit the establishment of a separate scheme of development (including provisions substantially similar or identical to those contained herein) for such portion(s) of the Additional Area to which this Declaration is not extended.

Section 2.6 Development of Additional Area. The portion(s) of the Additional Area subjected to the provisions of this Declaration may contain additional Common Areas and facilities to be owned and/or maintained by the Association.

Section 2.7 Master Plan. The term "Master Plan" shall refer to Exhibit B attached hereto and is a graphic depiction of the Approved Lots for Cameron Station. Nothing therein shall be deemed to constitute a representation by Declarant to the Association or any Owner that Cameron Station shall be developed exactly as depicted on the Master Plan, and the Declarant hereby reserves the unilateral right to amend the Master Plan until the end of the Development Period at any time and from time to time in its sole discretion and without the joinder or consent of any other Owner, any Mortgagee or other person or entity.

### ARTICLE III

#### EASEMENTS

##### Section 3.1 Development Easements.

###### (a) Easements Reserved to the Declarant.

(1) Easement to Facilitate Development. The Declarant hereby reserves blanket easements over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, and the reasonable means of access thereto, including without limitation, (i) temporary slope and construction easements, (ii) drainage, erosion control, and storm and sanitary sewer easements (including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that any disturbed portions of the Property shall be restored as near as practicable to its original

condition, (iii) easements for the storage (in a sightly manner) of reasonable supplies of building materials and equipment necessary to complete the improvements, and (iv) easements for the construction, installation and Upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

(2) Easement to Facilitate Sales. The Declarant hereby reserves an easement to (i) use any Lots owned or leased by the Declarant, any other Lot with the written consent of the Owner thereof, or any portion of the Common Area or the common elements of any Condominium Section or any intended public area of a Multifamily Rental Section or a Non-Residential Section (including any improvement(s) thereto), as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas (provided, however, that the Declarant shall remain responsible for the operating expenses of any portion of the Property used for the foregoing purposes), (ii) place and maintain in any location on any Lot and on the Common Area, and the common elements of any Condominium Section, street and directional signs, temporary promotional signs, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; provided, however, that all signs shall comply with applicable governmental regulations, and (iii) relocate, alter or remove all or any of the above from time to time at the Declarant's sole discretion.

(3) Easement for Utilities and Related Services.

(i) The Declarant hereby reserves a blanket easement over the Property for ingress, egress, installation, operation and Upkeep to provide any portion of the Property or the adjacent real estate, with any utilities, including without limitation, water, sewer, drainage, gas, electricity, telephone and other telecommunications service, and cable television service, whether public or private, together with reasonable rights of access. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated only where permitted by the Declarant or contemplated on any site plan or subdivision plat approved by or recorded by the Declarant. Such utilities or services may be installed above ground during periods of construction if approved by the Declarant. The person installing or providing Upkeep of the utility or service shall use such person's best efforts to install or provide Upkeep without disturbing the Owners, complete all installation or Upkeep as promptly and expeditiously as possible, and restore any disturbed portions of the Property to substantially its original condition as soon as practicable.

(ii) If the person installing the utility or providing service pursuant to the easement hereby created

requests a specific easement by separate recordable document, then the Declarant hereby reserves the right to grant all such specific easements, rights-of-way and licenses over and through all portions of the Property and the Additional Area, including (1) Common Areas; (2) the common elements of any Condominium Section; (3) any property conveyed to a Builder prior to subdivision; and (4) all Lots, for the installation of, reasonable means of access to, and Upkeep of, equipment for the purpose of providing to any portion of the Property, the Additional Area or any adjacent property any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone and television service, whether public or private, or for any other purpose necessary or desirable for the orderly development of the Property or the Additional Area, or for the benefit of adjacent property.

(4) Dedications and Easements Required by Governmental Authority. The Declarant hereby reserves the right to make any dedications and to grant any easements, rights-of-way and licenses required by any government or governmental agency over and through all or any portion of the Common Area owned in fee simple by the Association.

(5) Landscaping Easements; Community Trails. The Declarant hereby reserves landscaping easements over and through the Common Areas, the common elements of any Condominium Section, the Lots, and all portions of the Additional Area, for the purpose of construction, installation, irrigation and maintenance of landscaping features, including without limitation, plants, trees, earth berms and other ground contouring, including reasonable rights of access thereto. The Owner of any Lot (or the condominium association of any Condominium Section and any owner of any portion of the Additional Area) burdened by the foregoing easement shall not construct any improvements within the easement area without the permission of the Architectural Review Committee. Through separate agreement, an Owner (condominium association or owner of any portion of the Additional Area, as the case may be) may be required to maintain that portion of easement area located on such Owner's Lot (or such associations' common elements or such owner's portion of the Additional Area). In the absence of such an agreement, the Upkeep of all such easement areas shall be performed by the Association as an expense of the Association.

In addition to the foregoing, the Declarant reserves the right to grant trail easements and install trails over all portions of the Property (including, over and across Lots, common elements of Condominium Sections and Non-Residential Sections) as from time to time established on subdivision plats and site plans for the Property or otherwise by the Declarant, in each instance without the prior permission or approval of any other Owner or Mortgagee or other person or entity, and to grant to the Association and each Owner an easement for access and enjoyment over and across such trails. Any such trails shall be available

for the use of all Owners and shall be deemed a part of the Common Area notwithstanding that such trail(s) may be located within the boundaries of any Lot or a Condominium Section or Non-Residential Section. Upkeep of the trails shall be performed by the Association as an expense of the Association.

(6) Storm Water Management Easement. The Declarant hereby reserves an easement over and through the Property for the construction and Upkeep of storm water management facilities, including storm water retention areas, together with reasonable rights of access, all for the benefit of the Property and, in the discretion of the Declarant pursuant to City approvals, for the benefit of any adjacent and/or neighboring properties, subject, however, to the obligation of the owners of such properties to bear an equitable portion of the expense of Upkeep for such storm water management facilities as from time to time may be determined by the Declarant.

(7) Access to Adjacent Roof. The Declarant hereby reserves an easement to access the roof of any improvements at any time built on any Lot or any other portion of the Property for the purpose of inspecting or repairing any damage or possible damage to an improvement resulting from roof leakage.

(8) Storm Water Runoff. In certain cases, storm water runoff from the roof of improvements to be built on a Lot may be directed or piped over, upon or under adjacent Lots, Common Area or other portions of the Property. In such cases, the Declarant hereby reserves an easement to the area so affected for Upkeep to enable the uninterrupted direction and flow of water, and piping, and any affected Owner and the Association, and any of their designees, employees or agents shall have the right, with notice and at reasonable hours, to enter upon such Lot, the Common Area or any other such portion of the Property for the purposes of such Upkeep.

(9) Easement to Correct Drainage. The Declarant hereby reserves an easement over, through and under the Common Areas, the common elements of any Condominium Section located within the Property or the Additional Area, and the Lots and Non-Residential Sections, for the purpose of maintaining and correcting surface water drainage, which right expressly shall include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other similar action reasonably necessary; provided, that any disturbed portion of the Property shall be restored to its original condition to the extent practicable. The Declarant shall give to all affected Owners reasonable prior notice of entry, unless in the judgment of the Declarant an emergency exists, in which case such entry may be immediate and without notice.

(b) Further Assurances. All conveyances of all portion of the Property are subject to the easements reserved in

this Section 3.1 and otherwise in this Declaration. Upon written request of the Declarant, the Association and each Owner shall promptly execute, acknowledge and deliver to the Declarant further assurances of such easements as the Declarant may request.

(c) Duration and Assignment of Development Rights.  
The Declarant shall have the perpetual right (but not the obligation) to exercise the easements reserved in this Article III. During the Development Period, the Declarant shall have the right to assign and to further grant and convey all or any of the easements reserved under this Article to, or share such rights with, one or more other persons or entities, exclusively, simultaneously or consecutively.

Section 3.2 Association Authority to Exercise Easements.  
The easements reserved to the Declarant in clauses 3.1(a)(2)(ii) and (iii), and in paragraphs 3.1(a)(3) through 3.1(a)(9), inclusive, hereby also are reserved for the perpetual benefit of the Association acting through its Board of Directors (and its respective successors and assigns). The Association shall have the unilateral right to exercise, assign and further grant such easements after the expiration of the Development Period and, during the Development Period, the Association must obtain the written consent of the Declarant before it lawfully may exercise, assign or further grant any such easement. If the Declarant or any Owner requests the Association to exercise its powers under this Section, subject to the foregoing limitation on the authority of the Association during the Development Period, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

Section 3.3 Easement for Upkeep.

(a) Association Access. The Declarant hereby grants a right of access over and through any portion of the Property (excluding any occupied dwelling) to the Association, the managing agent and any other person authorized by the Board of Directors to make inspections, correct any condition originating in a Lot or in the Common Area (or any common element of a Condominium Section) which threatens another Lot or Common Area (or any such common element), correct drainage, perform installations or Upkeep of utilities, landscaping or other improvements located on the Property for which the Association is responsible for Upkeep (including driveway aprons appurtenant to private streets serving all of the Property other than Multi-family Rental Sections and Condominium Sections), or correct any condition which violates the Project Documents. The agents, contractors, employees, officers and directors of the Association may enter any portion of the Property (excluding any occupied dwelling) in order to utilize or provide for the Upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for any costs incurred by the Association and rendered necessary by



any act, neglect, carelessness or failure to comply with the Project Documents for which such Owner is responsible pursuant to Article VIII hereof, and the costs incurred by the Association may be assessed against such Owner's Lot in accordance with Articles V and VIII hereof.

(b) Easement for Entry. If the Declarant or the Association requires entry to a dwelling unit or other improvement pursuant to this Section, a written notice of intent for entry shall be made in advance and such entry shall be made, to the extent practicable, at a time reasonably convenient to the Owner (or where the improvement is used for commercial purposes, during normal business hours). In the case of an emergency, however, such right of entry to any improvement may be immediate and without notice.

#### Section 3.4 Limitations on Exercise of Rights and Easements.

(a) These easements created in this Article III are subject to all easements and encumbrances of record (including those created by this Declaration).

(b) The Declarant, the Association and every other person or entity, as appropriate, when exercising any easement granted by this Article, shall: (i) give reasonable prior notice to all affected Owners, unless an emergency exists in which event no notice shall be required; (ii) minimize any economic or aesthetic injury to affected Lots, the Common Area or any other portion of the Property; and (iii) not unreasonably interfere with the affected Owners' use, enjoyment and benefit from such Owners' Lots, the Common Area or any other portion of the Property.

(c) If an easement is relocated at the request of an Owner or Builder, the cost of such relocation shall be paid by the party requesting the relocation.

(d) Any damage resulting from the exercise of any easement created in this Article III shall be promptly repaired and the site restored to the extent practicable by the Declarant or the Association, as the case may be, or at the option of the Declarant or the Association, as the case may be, the party responsible for such damage. If any such responsible party shall be an Owner, the Board of Directors may specially assess such Owner the costs of restoration.

Section 3.5 Easements for Encroachments. If any improvement on the Property now or hereafter encroaches on any other portion of the Property by reason of (1) the original construction thereof, which shall include, but not be limited to, any driveway which encroaches over a boundary line for a Lot, (2) deviations within normal construction tolerances in the Upkeep of any improvement, or (3) the settling or shifting of any land or

improvement, an easement is hereby granted to the extent of any such encroachment for the period of time the encroachment exists. The Owner of the encroaching improvement shall also have an easement for the limited purpose of Upkeep 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 3.6 Easement for Support. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.

Section 3.7 Emergency Access. The Declarant hereby grants an easement (1) to all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies and (2) to the Association over and through all Lots and the common elements of Condominiums Sections if emergency measures reasonably are required. The Association is hereby authorized but not obligated to take any such measures.

Section 3.8 Easement for Use of Common Area.

(a) Use and Enjoyment. Each Owner and each person lawfully occupying a Lot is hereby granted a non-exclusive right and easement of use and enjoyment in common with others over the Common Area for their reasonably intended purposes, subject to any rules and regulations or policies as may be established by the Board. Such right and easement of use and enjoyment shall be appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant shall be void.

(b) Vehicle and Pedestrian Access.

(1) Property. Each Owner and each person lawfully occupying a Lot is hereby granted non-exclusive easements over all streets, walks and paths on the Common Area (including any portion of the Common Area located within Lots and Condominium Sections) for the purpose of vehicular and/or pedestrian access, ingress and egress, as appropriate, to any portion of the Property to which such person has the right to go, subject to any rules and regulations or policies as may be established by the Board. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such right and easement are appurtenant shall be void. Each Owner and each person lawfully occupying a Lot is also hereby granted a non-exclusive easement for egress and ingress over the Common Area to the extent necessary to provide vehicle and pedestrian access to such

Lot, subject to any rules and regulations or policies which may be established by the Board. Such easement for ingress and egress shall not be extinguished by termination of the Declaration or conveyance of the Common Area unless alternative access is provided, if necessary, and the Owner of such Lot consents in writing to the termination of the easement.

(2) Additional Area. During the Development Period, the Declarant also reserves to itself and its successors and assigns the right to grant to each person lawfully occupying any portion of the Additional Area not subjected to this Declaration a non-exclusive easement over all streets, walks and paths on the Common Area, as may be necessary for vehicular and/or pedestrian ingress and egress across such Common Area from a public right-of-way to any portion of the Additional Area that would not otherwise have access to a public right-of-way, and the right to use and enjoy any recreation facilities from time to time a part of the Common Area, subject, however, to the obligation of the owners of such portion(s) of the Additional Land to bear an equitable portion of the expense of Upkeep for such streets, walks and paths, and any such recreation facilities, as may be determined by the Declarant.

(c) Limitations. The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the other Project Documents) to Section 4.5 hereof and to all other rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of the Project Documents.

(d) Delegation. Subject to the rules and regulations or such other restrictions as adopted by the Board of Directors, any Owner having the right to use and enjoy the Common Area may delegate such rights to members of such Owner's household, and to such Owner's guests and tenants and to such other persons as may be permitted by the Association. But in all cases, the Owner shall be legally responsible to ensure that his/her delagee shall comply with all of the Association's rules and regulations and policies.

(e) Additional Area; Shared Utilities. During the Development Period, the Declarant hereby reserves the right to grant to each person lawfully occupying any portion of the Additional Area not subjected to this Declaration a non-exclusive right and easement of use and enjoyment in common with others of the Common Area and shared utilities. The rights and easements granted by the Declarant pursuant to this subsection shall be subject to all rights and powers of the Association, when exercised in accordance with the applicable provisions of the Project Documents (in addition to any easements granted or reserved in this Declaration or pursuant to other Project

Documents). The persons benefitted by the forgoing easements shall have the obligation to pay to the Association annual assessments levied exclusively for a share of the costs of management and Upkeep of the Common Area or shared utilities, and for services and facilities related thereto, in each instance equal to the amount that would be payable if such portion of the Additional Area were subjected to the Declaration.

#### ARTICLE IV

##### COMMON AREAS

Section 4.1 Title to Common Area. Declarant shall convey the Common Areas in each Section of the Property to the Association in fee simple, free and clear of all liens, but subject to this Declaration and all other easements, conditions and restrictions of record, as soon as practical after the Section is subjected to this Declaration. The Association shall accept title to any portion of the Property or the Additional Area offered to the Association by the Declarant or as directed by the Declarant.

Section 4.2 Transfer of Responsibility for Upkeep; Bond Release. If the Declarant shall convey a Common Area to the Association which is subject to a bond with the City, the Association shall assume the responsibility for the Upkeep of such Common Area at such time as such Common Area is made available by the Declarant for the use and enjoyment of owners and occupants of the Property, provided, that the party obligated under the bond shall be responsible for the obligations imposed by the City thereunder until the time such bond shall be released by the City. In furtherance of the foregoing, the Declarant reserves the right and authority to make any portion(s) of the Common Area generally available for the use and enjoyment of Owners, provided that, after the expiration of the Declarant Control Period, the Declarant shall give to the Association no less than 30 days advance written notice of effective date any such Common Area shall be made so available to Owners.

Section 4.3 Maintenance Obligations of the Association. Subject to the provisions of Section 4.2 concerning the transfer of responsibility for Upkeep, the Association shall be responsible for the maintenance, management, operation and control of the Common Areas and all improvements thereon (including fixtures, personal property and equipment related thereto). The Association shall keep the Common Area in good, clean and attractive condition as determined by the Board of Directors. The Association shall be responsible for the mowing of all grass within the Property in order to promote an attractive and uniform appearance, and for that purpose only, all unenclosed front, side and rear yards located within individual Single Family Lots and Cluster Lots, and common areas of

Condominium Sections and intended common areas of Multifamily Rental Sections and Non-Residential Sections at the option of the Association shall be considered a part of the Common Area.

Section 4.4 Rights of Enjoyment and Use of Common Areas. As provided in Section 3.8, every Owner and each person lawfully occupying a Lot shall have a right of enjoyment and use in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot.

Section 4.5 General Limitations on Rights. The rights of enjoyment in and to the Common Areas shall be subject to the following:

(i) Any restriction expressly stated in this Declaration, any Supplemental or Amended Declaration, the Articles, or Bylaws;

(ii) the power of the Board of Directors to establish reasonable rules, regulations and policies concerning the Common Area and to charge reasonable admission and other fees for the use of the Common Areas;

(iii) the power of the Board of Directors to suspend the right of an Owner or any person occupying a Lot to the use or benefit of any recreation facilities or other nonessential portion(s) of the Common Areas for any period during which any assessment against such Owner's Lot is delinquent;

(iv) the power of the Board of Directors to suspend the right of an Owner or any person occupying a Lot to the use or benefit of any recreation facilities or other nonessential portion(s) of the Common Areas for any period during which any other infraction by such Owner or person under this Declaration, a Supplemental Declaration or the rules and regulations or policies of the Association remains uncorrected after the last day of a period established for correction;

(v) the power of the Association to mortgage any or all of the Common Areas for the purpose of financing improvements or repairs thereto;

(vi) the power of the Declarant or, subject to Section 3.2, the Association, to grant exclusive permits, licenses and easements across the Common Areas for utilities, roads and other purposes such as reserved parking;

(vii) subject to Section 3.2, the power of the Association to dedicate or transfer all or any part of the

Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by the Board of Directors;

(viii) to the restriction that the Common Areas may be used only for the purpose or purposes for which they are reasonably intended and to any and all applicable restrictions under law; and

(ix) all of the other easements, covenants and restrictions provided for in this Declaration applicable to the Common Areas.

(x) the power of the Association to establish rules and regulations which restrict or prohibit Owners of Non-Residential Units from use of the Association's recreational amenities.

Section 4.6 Delegation of Use. Any Owner may delegate such Owner's right of enjoyment in and to the Common Area to members of such Owner's family resident within the Property and to such Owner's guests and tenants and their respective families and guests, subject, however, to such rules and regulations and fees as may be established from time to time by the Association. The delegation of such rights shall not relieve an Owner from the responsibility to ensure that the party to whom such Owner delegates such rights shall comply with all of the Association's Project Documents.

Section 4.7 Damage or Destruction of Common Area by Owner. Owners may use the Common Areas only for the purpose or purposes for which the Common Areas reasonably are intended and subject to any applicable restrictions under law. Any Common Area which has not been improved for a particular use is intended to remain in its natural condition unless or until so improved, and any use thereof by an Owner shall not damage or disturb such natural condition or the enjoyment thereof by other Owners. If any Common Area or improvement thereon is damaged or destroyed by an Owner, or such Owner's tenants, guests, licensees, agents or family members, the Association may repair such damage at the Owner's expense. The Association shall repair such damage in a good and workmanlike manner either in conformance with the original plans and specifications of the area or improvement involved or, in the discretion of the Board of Directors, as the Common Area or improvement may have been modified or altered in accordance with the Project Documents. The Board may specially assess the cost of any such repairs against such Owner's Lot, and such special assessment shall constitute a lien upon such Owner's Lot and be collectible in the same manner as other assessments set forth herein.

Section 4.8 Rights in Common Areas Reserved by Declarant. Until such time as Declarant conveys a portion of the Common Area to the Association or the use and enjoyment thereof (and, thereafter, until such time as any bonding obligations with respect to any such Common Area shall have been released by the City), the Declarant shall have the right as to that parcel, but not the obligation, (i) to construct such improvements thereon as it deems appropriate for the common use and enjoyment of Owners, including, without limitation, directional signs, nature trails, and recreational facilities, (ii) maintain such portion in neat condition and repair, including mowing and removing underbrush and weeds, and (iii) to use the Common Area for other purposes not inconsistent with the provisions of this Declaration.

Section 4.9 Boundary Adjustments. During the Development Period, the Declarant, and thereafter, the Association acting through its Board of Directors, has the authority at any time and from time to time in accordance with applicable City law, to reasonably adjust the boundaries of the Common Areas and transfer property to abutting Lots for the purpose of promoting the orderly subdivision, development and management of the Property, provided that such adjustment is authorized under Section 7.13 hereof, and the consent of all affected Lot Owners is obtained in advance on a Deed of Boundary Adjustment.

## ARTICLE V

### ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation for Assessments. For each Lot owned, the Declarant hereby covenants, and each Owner of any Lot whether or not it shall be so expressed in his deed, is deemed to covenant, to pay to the Association assessments as set forth in this Declaration, any Supplemental Declaration and in the Bylaws, provided, that, with respect to each Condominium Section, each condominium unit owners' association shall serve as collection agent for each Condominium Unit Owner, shall collect the Association's assessments and fees from all such Condominium Unit Owners as a common expense of the Association, and shall disburse such assessments to the Association. Assessments hereunder, together with interest thereon, late charges and costs of collection including attorney's fees (irrespective of whether any legal action in court is ever commenced or fully prosecuted), shall be a continuing lien upon the title of the Lot (other than Condominium Units) against which each such assessment is made in order to secure payment thereof and also shall be the personal obligation of the Owner of such Lot (other than Condominium Units) at the time the assessment fell due and, with respect to Condominium Sections, shall be a continuing lien upon the common elements of such condominium and also shall be the personal obligation of such unit owners' association. No Owner may waive

or otherwise avoid liability for the assessments provided herein by nonuse of the Common Areas or abandonment of a Lot, nor claim any offset.

Section 5.2 Purpose of Assessments. Assessments levied by the Association shall be used at the reasonable discretion of the Board of Directors for the effective management of the Association, for the Upkeep of the Common Areas and the improvements thereon, and any other property at any time owned or acquired by the Association of whatsoever nature, for common services of the Project in the nature of trash collection, the provision of water, electric or other public utility, landscaping, cable television, telecommunication service or otherwise (to the extent not inconsistent with the provisions of this Declaration), for the payment of all taxes and other levies and assessments against the income or property owned or acquired by the Association, for the procurement of insurance by the Association as more particularly described in the Bylaws, for the establishment of reserves to set aside funds for the replacement or preventive maintenance of the Association's property, for the discharge of such other obligations as may be imposed upon or assumed by the Association pursuant to its Articles or Bylaws or this Declaration or any Supplemental Declaration, and for such other purposes as may be authorized by or pursuant to the Articles or Bylaws or applicable law.

Section 5.3 Regular Assessments. Regular assessments (i.e., all assessments other than those provided for in Section 5.4 or Section 5.5) shall be established and increased or decreased from time to time by the Board of Directors of the Association pursuant to the Bylaws.

Section 5.4 Special Assessments. In addition to its power to establish regular assessments, the Board of Directors may levy a special assessment against all Owners or all affected Owners if it finds such action is in the best interests of the Association; however, before levying any such special assessment, the Board of Directors shall call and conduct an informational meeting of the membership in order to explain the purpose and the amount of the proposed special assessment. Should the Board vote to levy a special assessment after such meeting, it shall send a Notice of Special Assessment to each Member. Within 60 days of receipt of a Notice of Special Assessment, Members shall have the right to submit a petition to the Board of Directors for a Special Meeting at which a vote may be taken for the purpose of repealing, reducing or increasing such special assessment. The vote of a majority vote of the Members present at a Duly Called Meeting of the Members at which a quorum shall have been obtained shall be binding on the Association, provided, that if a quorum shall not be obtained at such meeting the special assessment first proposed by the Board of Directors shall be deemed ratified by the Members.



Section 5.5 Individual Assessments. The Board of Directors shall have the power to assess an Owner of a Lot, individually: (i) for the amount of any costs incurred by the Association pursuant to Article VIII; and (ii) for any other costs incurred by the Association due to any act or omission for which such Owner is responsible under the Project Documents. Each such Assessment shall be due ten days after notice thereof is given to the Owner unless the notice specifies a later date.

Section 5.6 Builder Assessments. In lieu of an obligation for regular assessments, for the period a Builder shall own a Lot, a Builder shall pay to the Association at the time of acquisition of a Lot by a Builder a one-time assessment of One Hundred Fifty Dollars (\$150.00) per Lot (other than Multifamily Rental Sections) and One Hundred Fifty Dollars (\$150.00) per Multifamily Rental Unit. The Declarant reserves the power to increase or decrease Builder assessments.

Section 5.7 Owner Assessments; Declarant Assessments. Owners shall be obligated to pay regular annual assessments and special assessments in amounts established by the Board of Directors, and allocated among the Owners (other than the Declarant and Builders) as follows:

(a) Each Single Family Lot and Cluster Housing Lot will bear an annual assessment established by the Board of Directors (the "Full Rate");

(b) Each Condominium Unit will bear an annual assessment rate of 80% of the Full Rate;

(c) Each Multifamily Rental Unit will bear an annual assessment rate of 80% of the rate assessed against Condominium Units;

(d) Each 1,000 square feet of gross floor area contained within each Non-Residential Unit will bear an annual assessment rate equal to 100% of the Full Rate (in each instance, subject to proration for any portion of a Non-Residential Unit which is not an exact multiple of 1,000).

The Declarant shall be obligated to pay regular annual assessments and special assessments at a uniform rate of 25% of the rate otherwise assessable with respect to each Lot (or Multifamily Rental Unit) owned by the Declarant. In addition, for each Lot (other than Multifamily Rental Sections) and for each Multifamily Rental Unit conveyed by the Declarant to a Builder, the Declarant shall pay a \$35 assessment to the Association at the time of settlement for deposit in the replacement reserve account for the Association. Such \$35 assessment and shall be credited against the Declarant's

obligation to pay regular and special assessments to the Association hereunder.

Section 5.8 Date of Commencement of Regular Assessment; Due Dates. Regular assessments provided for herein shall commence as to all Lots within a specified Section on the day when either the first Lot in such Section is conveyed by deed to a Class A Member, or occupancy of a Multifamily Rental Unit or Non-Residential Unit is accepted by a Class A Member. Payment of the prorated portion of any assessment not collected at settlement from any party shall be due on the date when the next regular installment payment is due.

Section 5.9 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments and liens created herein: (i) all properties dedicated and accepted by a public authority; (ii) all Common Areas; and (iii) all properties wholly exempt from real estate taxation by state or local governments upon the terms and to the extent of such legal exemption.

## ARTICLE VI

### ARCHITECTURAL CONTROL

Section 6.1 Development and Use of the Property. In order to assure a harmonious, well-balanced community and high quality architectural and landscape design, each Owner shall be required to ensure that all new construction and later improvements are constructed only after prior approval is obtained from the appropriate Committee and in accordance with the Design and Maintenance Standards and other architectural guidelines provided in or referenced by this Declaration.

Section 6.2 Design and Maintenance Standards. The Declarant shall prepare a separate set of Design and Maintenance Standards for the Class A and Class B Members, as well as for the Non-Residential Sections(s).

Section 6.3 Revision of Design and Maintenance Standards. The Design and Maintenance Standards for the Class A Members may be revised, supplemented or deleted from time to time by the Board of Directors or by the Declarant during the Development Period. The Design and Maintenance Standards for the Class B Members may be revised, supplemented or deleted from time to time by the Declarant. The Design and Maintenance Standards for the Non-Residential Lots may be revised, supplemented, or deleted from time to time only by the Declarant at any time during the Development Period, and thereafter (a) by the Board of Directors after a majority of the Non-Residential Owners submit a petition requesting a specific change(s) to the Design and Maintenance Standards, or (b) the vote of at least 75% all of the Class A

Members voting in person or by proxy at a Duly Called Special Meeting for that purpose.

Revisions to any of the Design and Maintenance Standards must be in writing, dated, signed, published, and enforced prospectively. The Design and Maintenance Standards shall have the force of law, shall be construed in favor of the enforcement of a well-ordered, planned community, and shall be considered to be incorporated by this reference into the covenants of title of each Lot within the community.

Section 6.4 New Construction Committee. The Declarant shall establish a New Construction Committee for the purpose of acting on all applications for the approval of new construction on Lots and Multifamily Rental Sections and modifications of Non-Residential Units. The New Construction Committee shall be composed of no less than 3 persons and shall take formal action on all completed applications within 45 days of receipt, provided, that any failure of the New Construction Committee to reject or object to any completed application within such 45 day period shall constitute an approval of such application. The Declarant shall appoint all members of the New Construction Committee and shall have the power of removal and substitution of all committee members. The New Construction Committee shall continue in existence throughout the Development Period unless terminated by the Declarant, in the discretion of the Declarant, upon notice to the Architectural Review Committee. Effective as of the termination of the New Construction Committee, the Architectural Review Committee shall assume the responsibilities of the New Construction Committee. Unless stated otherwise herein or in the Design and Maintenance Standards for Builders or Non-Residential Lots, the New Construction Committee shall function in the same manner as the Architectural Review Committee and shall have the same general powers, and Builders shall be required to follow the same procedures as Owners.

Section 6.5 Architectural Review Committee. The Declarant shall establish an Architectural Review Committee for the purpose of acting on all applications for the approval of modifications or improvements to any Lot owned by a Class A member (with the exception of Owners of Non-Residential Units, who shall have the option of submitting an application to the New Construction Committee during its tenure). The Declarant shall appoint at least 3 persons to the Architectural Review Committee, which shall take formal action on all applications submitted by Class A Members within 45 days of receipt of the completed application; otherwise, the application shall be deemed approved by waiver. During the Development Period, the Declarant shall have the authority to appoint all members of the Architectural Review Committee, with the power of removal and substitution. After the Development Period shall terminate or, in the discretion of the Declarant, earlier upon no less than thirty (30) days prior

notice given to the Board, the Declarant shall transfer its control of the Architectural Review Committee to the Board of Directors.

Section 6.6 Plans to be Submitted. Before commencing the construction, erection or installation of any building, fence, wall, animal pen or shelter, exterior lighting, sign, mailbox or mailbox support, or other structure or improvements (each of the foregoing being hereinafter referred to as an "Improvement") on a Lot, including any site work in preparation therefor, and before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated, other than an improvement or an alteration of an improvement which the Design and Maintenance Standards expressly authorize without a requirement for specific approval, each Owner must submit to the Architectural Review Committee a proposed construction schedule and at least two sets of plans and specifications of the proposed construction, erection, installation, alteration, enlargement, demolition or removal, which plans and specifications must include (unless waived by the Architectural Review Committee): (i) a site plan showing the size, location and configuration of all improvements, including driveways and landscaped areas, and all setback lines, buffer areas and other features required under applicable law, (ii) as to improvements initially constructed on a Lot, landscaping plans showing the trees to be removed and to be retained and shrubs, plants and ground cover to be installed and (iii) architectural plans of the Improvements showing exterior elevations, construction materials, exterior colors, driveway material and such other information as the Architectural Review Committee in its discretion shall require (collectively, the "Plans").

The Architectural Review Committee shall not be required to accept any Plans for review unless and until the Plans contain all of the foregoing items. The 45 days within which the Architectural Review Committee must take formal action begins to run when the application is accepted by the Architectural Review Committee as "complete." "Formal action" by the Architectural Review Committee shall be defined as the act of rendering approval, disapproval, or referral of the application to the Board. In the latter event, the Board of Directors must rule on the application within 45 days of the date of the decision of the Architectural Review Committee to refer the application; otherwise, the application shall be deemed approved by waiver.

Owners must submit their Plans and the proposed construction schedule to the Architectural Review Committee at the address of Declarant in the same manner as notices are to be sent to Declarant pursuant to Section 13.3, for so long as all of the members of the Architectural Review Committee are appointed by

Declarant. Thereafter, Owners must submit their Plans and the proposed construction schedule to the Architectural Review Committee at the address of the Association in the same manner as notices are to be sent to the Association pursuant to Section 13.3.

Section 6.7 Consultation with and Appointment of Architects, etc.; Administrative Fee. In connection with its discharge of its responsibilities, the Architectural Review Committee, with the consent of the Board of Directors, may engage or consult with architects, engineers, planners, surveyors, attorneys and other professionals. The Architectural Review Committee reserves the right to require any person seeking the approval of the Architectural Review Committee to pay all or some of the fees thus incurred by the Architectural Review Committee and any reasonable administrative fee to the Architectural Review Committee in such amount as the Architectural Review Committee may from time to time establish. The payment of such fees may be established as a condition to the approval or disapproval by the Architectural Review Committee of any Plans, and the commencement of review of any Plans may be conditioned upon the payment of the Architectural Review Committee's estimate of such fees.

The Declarant and the Board of Directors (upon assuming the appointment power for the composition of the Architectural Review Committee) reserve the discretionary authority to appoint professional consultants to serve as members of the Architectural Review Committee at the expense of the Association.

Section 6.8 Approval of Plans. After termination of the Development Period (or after any earlier transfer of control of the Architectural Review Committee from the Declarant to the Board of Directors), the Architectural Review Committee shall not have the power to approve the Plans for any Improvement that would violate any of the express provisions of this Declaration, of any Supplemental Declaration applicable thereto, or any provision of the Design and Maintenance Standards without the express approval of the Board of Directors. In all other respects, the Architectural Review Committee may exercise its sole discretion in determining whether to approve or disapprove any Plans, including, without limitation, the location of an improvement on a Lot.

Section 6.9 No Structures to be Constructed, etc. Without Approval. It shall be a violation of these covenants for any Owner to construct, erect, install or maintain an improvement on any Lot without the prior, written approval of the Architectural Review Committee. This regulation shall apply to any alteration, enlargement, demolition, removal or any change whatsoever which alters the exterior appearance (including paint color) of the improvement or of the Lot on which it is situated, unless the Design and Maintenance Standards for the Architectural Review

Committee expressly authorize the same without requiring specific approval.

After the Architectural Review Committee issues an approval for a set of Plans, Owners must construct, erect, install, maintain, alter, enlarge, demolish or remove the changes to their Lot strictly in accordance with the approved Plans. Upon commencing the construction, erection, installation, alteration, enlargement, demolition or removal of an improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatch and in accordance with the construction schedule approved by the Architectural Review Committee. Unless stated expressly otherwise in the notice of approval, Owners must complete construction within 30 days of commencement of work.

Section 6.10 Limitation of Liability. The approval by the Architectural Review Committee of any Plans, and any requirement by the Architectural Review Committee that the Plans be modified, shall not constitute a warranty or representation by the Architectural Review Committee of the adequacy, technical sufficiency, or safety of the Improvements described in such Plans, as the same may be modified. Owners hereby expressly release the Architectural Review Committee from all liability whatsoever for the failure of the Plans or the improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the Architectural Review Committee have any liability whatsoever to an Owner, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Architectural Review Committee's approval, disapproval or conditional approval of any Plans.

Section 6.11 Other Responsibilities of Architectural Review Committee. In addition to the responsibilities and authority provided in this Article VI, the Architectural Review Committee may recommend and enforce maintenance standards and shall have such other powers, authority and responsibilities as may be provided elsewhere in the Project Documents or as established by the Board of Directors.

## ARTICLE VII

### RESTRICTIONS

Section 7.1 Special Use Permit Restrictions. The City Council of Alexandria required the incorporation of the below-listed use restrictions ((a) through (f)) in the Project Documents, which neither the Association nor the Declarant may amend without the prior approval of the City Council. These restrictions shall control over any other provision in the

Project Documents to the extent they conflict with any other provision:

(a) The principal use of the individual garages shall be for passenger vehicle storage only. Owners may not store boats, trailers, buses, campers, recreational vehicles, utility trailers, commercial vehicles, oversized vehicles or any other type of equipment, material, machinery or goods in their garage which prevents the Owner from parking a passenger vehicle in the garage.

(b) Exterior building improvements by Owners, including above ground decks not included on the approved plans or different from the approved plans, shall require the approval of the Director of Planning and Zoning or City Council, as determined by the Director.

(c) Owners shall be prohibited from parking vehicles in the emergency access easements or in any other manner which encroaches upon any such access easement or upon adjacent pedestrian walkways.

(d) No decks, balconies, bay windows, or any other improvements shall encroach into the space above an emergency vehicle easement.

(e) Parking spaces designated for visitor parking shall be restricted to visitor parking use only.

(f) All required landscaping and screening, including landscaping in the median and traffic circles areas in the proposed right-of-ways, shall be maintained by the Association in good condition.

Section 7.2 General Restrictions. Owners may use the Property in general and Lots in particular only for the purposes permitted by applicable law, the Project Documents, and any rules and regulations, and policies applicable thereto established by the Board of Directors. The Property is intended to be a peaceful, orderly residential community. All restrictions herein apply regardless of the identity of the occupants. For purposes of this Section, the term "Owner" shall extend and apply to tenants, guests, agents, invitees, contractors and any other person on the Property at the invitation or with the permission or sufferance of the Owner. Each Owner is responsible to ensure that his or her property is used and occupied in accordance with the terms of these restrictions. The Board of Directors reserves the power to enforce these restrictions by the promulgation of reasonable rules and regulations and interpretive policy standards which shall be in writing, signed, dated, published and enforced prospectively.

Section 7.3 Quiet Enjoyment. No Owner may engage in any obnoxious or offensive activity anywhere upon the Property which violates the right of any other Owner or resident to his or her right of quiet enjoyment of property.

Section 7.4 Appearance. All Owners are required to maintain their Lot and any improvements thereon in a good, clean, attractive condition, order and repair consistent with a high quality development. The Board of Directors and its designated committees may establish written standards for maintenance which must be followed by all Owners.

Section 7.5 Offstreet Parking. Each Owner shall comply with such parking restrictions of the City or the State of Virginia as may apply to any public road within the Property, as these parking restrictions are incorporated herein and are privately enforceable by the Association. Each Owner shall comply with such parking restrictions applicable to any private right-of-way within the Property as may be established by this Declaration, any Supplemental Declaration, or other amendment to this Declaration, or by any rules or regulations or policies from time to time adopted by the Association.

Section 7.6 Dumping. Without the approval of the Board of Directors of the Association, no Owner shall dump or otherwise dispose of or place trash, garbage, debris or any unsightly or offensive materials on any Lot or the Common Areas, (or the common elements of any Condominium Section) nor shall any Owner permit any family member or any of guest, tenant, licensee or agent to do so.

Section 7.7 Residential Use. Subject to the terms and conditions of this Declaration, all portions of the Property (other than Non-Residential Units) shall be used only for residential purposes. No Lot (and no Condominium Section) may be used for a group home, halfway house, or similar facility in which the residents are under the supervision or care of an unrelated person (excluding, however, a senior citizen or retirement facility within any Condominium Section or Multifamily Rental Section and further excluding a primary care provider for an Owner in the nature of a nurse or companion). A private office may be maintained on any Lot, but no such office may be open to the public unless it complies with applicable law and is expressly authorized in writing by the Board of Directors after the Board considers the impact upon the residential character of the Property and the traffic, noise, and liability exposure such office may generate. No other nonresidential use shall be permitted on any portion of the Project other than Non-Residential Sections or as otherwise provided in Section 7.8 below. For purposes hereof, the operation of any day care service for children shall be considered a non-residential use.



Section 7.8 Lease of Lots. Owners may not lease a Lot or to a tenant for a period of less than 6 months. All tenancies are subject to these restrictions as though they were expressly incorporated into the lease, and all regulations of the City concerning occupancy limitations are incorporated herein. Any failure on the part of a lessee to comply with the Association's restrictions shall constitute a default under the lease and grounds for termination therefor, which shall be enforceable by the Association. All costs and attorneys fees shall be assessed against the landlord-Owner. The Board reserves the power to require Owners to submit a copy of any lease which they may have in effect.

Section 7.9 Model Homes and Sales Office. Notwithstanding anything contained in this Declaration to the contrary, the Declarant may use any Lot or Multifamily Rental Unit as a model home and/or as a sales office and may grant permission to any Builder to use of such Builder's Lot or Multifamily Rental Unit as a model home, subject to such rules and regulations as Declarant may impose in its sole discretion.

Section 7.10 Completion of Dwelling Units. No use or occupancy may be made of a dwelling unit under construction without the written consent of the Declarant.

Section 7.11 Construction Trailers, Etc. During the Development Period, no Builder or Owner shall place a construction trailer or other temporary shelter on the Property before or during construction of improvements, except with the prior written consent of the Declarant. After the termination of the Development Period, no such construction trailer or other temporary shelter shall be placed on the Property except with the prior written consent of the Architectural Committee. Any such approved construction trailer or temporary shelter shall be promptly removed after completion of the intended construction. Except during construction activities in accordance with this Section, in no event may a mobile home or any other temporary shelter be placed or maintained on a Lot.

Section 7.12 Boats, Trailers, Etc. No Owner may maintain a boat, trailer, bus, camper, recreational vehicle, utility trailer, commercial vehicle, or oversized vehicle in their garage or anywhere else on the Property.

Section 7.13 Subdivision of Lots. No Owner shall be permitted to subdivide any Lot (other than Non-Residential Units) into two or more Lots, nor shall the boundary lines of any such Lot(s) be changed, without the prior consent of the Board of Directors, except as otherwise provided in this Section. Notwithstanding the foregoing, (a) the Declarant hereby reserves the right to resubdivide one or more Lots owned by it and thereby combine or reconfigure such Lots or otherwise modify the boundary

lines thereof in accordance with applicable law, (b) a declarant of a Condominium Section shall have the right to combine and reconfigure Condominium Units in accordance with the condominium documents establishing such Condominium Section and applicable law, and (c) boundary line adjustments with respect to the Common Areas shall be permitted as provided for in Section 4.9 hereof.

Section 7.14 Animals. Owners may not keep or maintain any non-domesticated animals, livestock or poultry of any kind on any Lot or inside any dwelling unit. Further, Owners may keep not more than one domesticated household pet on any Lot or inside any dwelling unit without the prior written consent of the Board of Directors. Under no circumstances may any Owner keep or maintain any household pets on the Lot or anywhere on the Property for commercial purposes. Further, Owners shall be legally responsible for the behavior of their pets while the pet is on the Property. No Owner shall allow any dog, cat, or household pet to remain unleashed outside at any time except when inside a fenced area within the Owner's Lot.

Section 7.15 Antennas. Owners may not erect or maintain on the exterior of any Lot any television antenna, satellite dish, or other type of antenna or receiver greater than one meter in dimension. Antennas, dishes and other receivers one meter or less in dimension may be permitted by the Architectural Review Committee in accordance with applicable federal law.

Section 7.16 Clothes Lines. No Owner may install or place outside of the dwelling any clothes lines or other clothes drying apparatus, nor may any Owner place any clothes or other washed materials outside of any building.

Section 7.17 Signs. Owners may not erect or maintain on any portion of the Property any signs except for (i) signs required by law (such as a building permit), (ii) one unlighted sign not greater than two feet by three feet advertising for sale any Single Family Lot, Cluster Family Lot or Condominium Unit, and (iii) such for rent signs within Multifamily Rental Sections as from time to time may be approved by the Architectural Review Committee in the exercise of their reasonable judgment, and (iv) signage within Non-Residential Sections as from time to time may be approved by the Architectural Review Committee in the exercise of their reasonable judgment. Signage advertising security services shall be permitted, subject to the power of the Architectural Review Committee to promulgate and enforce standard design criteria for security signs within the Property.

Section 7.18 Trees.

(a) Owners may not remove any trees measuring six inches or more in diameter at a point two feet above ground level from any portion of the Property without the prior approval of

the Architectural Review Committee. In addition, Owners may not remove or replace any trees on any portion of the Property other than in conformance with site plans approved by the City of Alexandria. No Owner shall alter by removal, excavation, fill or any other means any ground surface of the Property without the prior approval of the Architectural Review Committee.

(b) Owners must obtain the prior written approval of the Architectural Review Committee before planting any tree within 10 feet of a Lot boundary which may grow over a height of 6 feet.

Section 7.19 Underground Utility Lines. Owners must bury or shield all utility lines, wires and pipes to the extent feasible.

Section 7.20 Trash Receptacles and Collection. Owners must keep all trash cans and other trash receptacles out of public view, within an enclosed or screened area so as not to be visible from any street or Single Family Lot or Cluster Housing Lot and, otherwise, in location(s) from time to time specified or approved by the Board of Directors. Owners are responsible to take all appropriate measures to ensure that their trash does not become litter anywhere in the Property, and the Association hereby is granted the authority, exercisable at the option of the Board of Directors, to contract with one or more trash collection companies exclusively to serve some or all of the portions of the Property (including Condominium Sections, Multifamily Residential Sections and Non-Residential Sections) and the costs thereof may be assessed equitably among Owners.

Section 7.21 Fixtures. No Owner may affix or add to the exterior of any building or structure a fixture such as a basketball hoop, awning, or deck without the prior approval of the Architectural Review Committee.

Section 7.22 Swimming Pools. No Owner may construct or use any portable swimming pools or other types of swimming pools at any location on a Lot, except those designed for infants and toddlers and except as may be approved for Condominium Sections or Multifamily Rental Sections in site plans from time to time approved by the City and by the Architectural Review Committee.

Section 7.23 Alterations in Common Areas, etc. Without the prior approval of the Board of Directors, no Owner may remove, construct, enlarge, demolish or alter any vegetation, landscaping, structure, or other improvements in a Common Area or a street right of way.

Section 7.24 Use of Non-Residential Units. Nothing in this Declaration shall be deemed to restrict the right of Owners of Non-Residential Units from adopting maintenance and operating

standards and guidelines not inconsistent with this Declaration or any Supplemental Declaration or other amendment of this Declaration, and the affirmative vote of a majority in interest of all Owners of Non-Residential Units shall be binding on all such Owners.

## ARTICLE VIII

### COMPLIANCE AND DEFAULT

Section 8.1 Relief. Each Owner shall be obligated to comply with all of the terms of the Project Documents and the rules and regulations promulgated by the Board of Directors as they may be amended from time to time. A breach by an Owner shall entitle the Association, acting through its Board of Directors or through the managing agent, to the following relief:

(a) Additional Liability. Each Owner shall be liable to the Association and to any affected Owner for the expense of all Upkeep rendered necessary by such Owner's intentional act or omission or negligence regardless of any insurance coverage carried by the Association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs or legal fees incurred by the Association as a result of an Owner's failure to comply with the Project Documents or the rules and regulations may be assessed against such Owner's Lot.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged breach by an Owner of the terms of this Declaration, the Association shall be entitled to recover the costs of such proceeding and reasonable attorney's fees which shall constitute a lien against such Owner's Lots.

(c) No Waiver of Rights. The failure of the Association, the Board of Directors or an Owner to enforce any right, provision, covenant or condition which may be granted by the Project Documents shall not constitute a waiver of the right of the Association, the Board, or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Project Documents 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 other privileges as may be granted to such party by the Project Documents, the Act or at law or in equity.

(d) Interest and Late Fees. If a default by any Owner in paying any sum assessed against such Owner's Lot, or condominium unit owners association in paying any amount to be collected from such condominium unit owners association, continues for a period in excess of ten days, interest from the due date at a rate not to exceed the lesser of the maximum permissible interest rate which may be charged under then current law or eighteen percent per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid. Each assessment that is not paid within 10 days of its due date shall incur a monthly late charge equal to Ten Dollars (\$10) or such greater or lesser amount as from time to time may be determined by the Board of Directors in accordance with then applicable law and pursuant to prior published resolution.

(e) Abating and Enjoining Violations. The violation of any of the rules and regulations adopted by the Board of Directors or the breach of any other provision of the Project Documents shall give the Board of Directors the right, in addition to any other rights set forth in the Project Documents: (1) to enter the portion of the Property (excluding any occupied dwelling) on which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Project Documents or the rules and regulations, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass or destruction of property; (2) to use self-help to remove or cure any violation of the Project Documents or the rules and regulations on the Property (including without limitation the towing of vehicles); or (3) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted. The Board of Directors shall follow the due process procedures set forth in this Declaration.

(f) Legal Proceedings. Failure to comply with any of the terms of the Project Documents or the rules and regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the Project Documents and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, or, if appropriate, by any aggrieved Owner and shall not constitute an election of remedies.

(g) Other Remedies. The Board of Directors may suspend an Owner's voting rights pursuant to Section 6.4 of the

Articles. The Board may also suspend the right of an Owner or other resident, and the right of such person's household, guests, employees, customers, tenants, agents and invitees, to use the Common Area as set forth in Section 4.5(iii) and 4.5(iv) hereof.

(h) Charges and Suspension of Rights. The Board of Directors may also impose special charges or suspend other rights of membership in the case of a condominium unit owners association located within the Property found to be responsible for a violation of the Project Documents. No suspension of rights or imposition of special charges shall be imposed until the person charged with such a violation has been given notice and an opportunity for a hearing as set forth in (i) below. After the evidentiary phase of the hearing, the Board may deliberate in closed session, but shall vote in open session. Charges may not exceed \$50 (or statutory maximum) for each separate violation. The Board retains the power to characterize any separate violation as a continuing violation if the Owner fails to correct the violation after written notice. In such cases, the Board may charge \$10 a day for every day in which the violation continues, provided that such charge may be increased or decreased as from time to time may be determined by the Board of Directors in accordance with then applicable law and pursuant to prior published resolution. Special charges are assessments, and shall be collectible as such and shall also constitute a lien against a Lot in accordance with Section 5.1 hereof to the extent permissible under Virginia law.

(i) Due Process. Before imposing any special charge or before taking any enforcement action affecting one or more specific Owner, the Board shall afford such person the following basic due process rights:

(1) Notice. The Owner shall be afforded prior written notice of any action (except when an emergency requires immediate action) and, if notice is of default or violation, an opportunity to cure which is reasonable under the circumstances, prior to the imposition of any sanction.

If the Board or its Committee intends to impose monetary charges against an Owner, the Board or Committee must notify the Owner in writing of its intent to do so. The Owner may request a hearing in writing; however, the Board may establish a reasonable deadline within which the Owner's written request must be made. If so, the Board or its Committee shall schedule a hearing. Notice of any hearing shall be mailed by registered or certified mail, return receipt requested, to the Owner's address of record at least fourteen days prior to such hearing.

(2) Hearing. The Board or its Committee may establish a time frame within which Owners may request a hearing

and any such request shall be in writing. If the Owner fails to request a hearing within the deadline established by the Board or its Committee, the Owner's omission shall constitute a waiver of the Owner's opportunity to be heard. If an Owner requests a hearing in writing before the deadline established by the Board, then the imposition of the charge or sanction shall be suspended until the Owner has an opportunity to be heard at a hearing at which the Board of Directors or Committee, as appropriate, discusses such charge or action. The Board or Committee may establish procedures and rules for such hearings.

(3) Appeal. All rulings of Committees are appealable to the Board by any Owner, provided that the written appeal is filed within 10 days of the date when the Owner received notice of the Committee's ruling. The Board may modify or reverse any action taken by any Committee.

## Section 8.2 Lien for Assessments.

(a) Lien. The total annual assessment of each Owner, including regular assessments, special assessments, individual assessments or any other sum duly levied (including without limitation charges, interest, late charges, charges under contract etc.), made pursuant to the Project Documents, is hereby declared to be a lien levied against any Lot owned by any Owner. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. With respect to regular assessments, the lien is effective on the first day of each fiscal year of the Association and, as to special assessments, individual assessments and other sums duly levied, on the first day of the next payment period which begins more than ten days after the date of notice to the Owner of such assessment or levy. The Board of Directors may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien. The lien created by this Section shall be prior to all liens and encumbrances hereafter recorded except as provided in Section 8.3 hereof, and except for real estate taxes and other charges levied by governmental authority and made senior as a matter of law. The personal obligation of the Owner to pay such assessment shall, in addition, remain such Owner's personal obligation and a suit to recover a money judgment for non-payment of any assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure the same.

(b) Acceleration. In any case where an assessment against an Owner is payable in installments, upon a default by

such Owner in the timely payment of any installment, the maturity of the remaining total of the unpaid installments of such assessment may be accelerated, at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full.

(c) Enforcement. The Association may enforce the lien for assessments in any manner permitted by the laws of Virginia. During the pendency of any such action to enforce the lien, the Association may assess the Owners a reasonable rental fee for the Lot for any period prior to sale. The Association shall have the power to bid on the Lot at foreclosure auction or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Lot.

(d) Remedies Cumulative. The Association may maintain a suit to recover a money judgment for unpaid assessments without waiving its right to foreclose its lien and it may maintain a foreclosure action without waiving its right to file a suit to recover a money judgment.

Section 8.3 Subordination and Mortgagee Protection. Notwithstanding any other provision hereof to the contrary, including without limitation Article X hereof, the lien of any assessment levied pursuant to the Project Documents upon any Lot (and any charges, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure sale or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the holder of the Mortgage or the purchaser of the Lot at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein. The effect of this provision may not be altered by amendment and may be altered only by Virginia law.

## ARTICLE IX

### PARTY WALLS AND FENCES

Section 9.1 Laws of Virginia to Apply: Easement. All matters arising in connection with any wall which would constitute a party wall at common law shall, to the extent consistent with the provisions of this Article, be subject to the common law of Virginia as modified by statute from time to time and as modified by this Article. If the centerline of a party wall now or hereafter fails to coincide with the boundary between Lots served, an easement for any resulting encroachment is



granted in accordance with Section 3.5 hereof, unless the failure is a result of a lack of maintenance by the Owner. If a party wall serves three or more Lots, each segment of it serving two Lots shall be treated for the purposes of this Article as a separate party wall.

Section 9.2 Upkeep. The Owners served by a party wall shall provide for the Upkeep of the party walls and shall share equally the cost of its Upkeep except as otherwise provided in this Article. No Owner shall impair the structural integrity of any party wall nor diminish the fire protection afforded by any party wall.

Section 9.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the following procedures shall be followed in order to restore such party wall.

(1) Either Owner served by the party wall shall notify the other Owner served by the party wall of any proposal to repair the wall. If within ten days after such notice (or in an emergency, within twenty-four hours after such notice or a bona fide attempt to give such notice) the other Owner has not responded to the notice, then the Owner giving notice may proceed with the repairs. Such repairs must be substantially similar to the original construction and installation and of first class quality, but may be made with contemporary materials.

(2) If the other Owner served by the party wall responds to the notice, the Owners shall act together to repair the party wall. If the Owners are unable to agree upon the action to be taken, they shall submit the issue to arbitration in accordance with Section 9.5 hereof.

(3) If any Owner restores a party wall in accordance with this section, then the other Owner shall contribute one-half of the cost thereof. An Owner may, however, demand a larger contribution from the other Owner or refuse to contribute one-half of such costs, under any rule of law or equity regarding liability for negligent or willful acts or omissions.

(4) To the extent that any failure to repair a party wall affects the use and enjoyment of the Common Area or appearance of the Property, the Association may participate in the repair of the party wall and, in an emergency situation threatening life or property, may make such repair without notice to the Owners. The Association may assess the cost of such repair against the Owners responsible for the damage or benefiting from the repair pursuant to Section 4.7 hereof.

Section 9.4 Liability. Any Owner who by a negligent or willful act or omission causes or permits a party wall to be

damaged shall pay the cost of restoring such party wall to its condition prior to such damage.

Section 9.5 Arbitration. In the event of any dispute between Owners concerning a party wall, the Owners on each side shall each select one arbitrator, and the arbitrators thus selected shall select one additional arbitrator. Arbitrators shall be qualified by experience and education to serve as such. Once selected, the arbitrators shall promptly agree upon and notify the parties of the discovery procedures and rules of evidence to be used in the arbitration. The arbitrators shall be requested to reach a decision within twenty days after their appointment. The decision of a majority of the arbitrators shall bind the Owners and their successors in interest. The cost of arbitration shall be paid by the losing party unless the arbitrators determine that the cost should be otherwise allocated between the parties, in which case that allocation shall be binding.

Section 9.6 Fences and Other Barriers. The provisions of this Article pertaining to party walls shall also govern any fence, other barrier or shared improvement originally installed by the Declarant or Builder (except for fences or barriers installed in connection with construction activities) and to any replacement thereof authorized by the Board of Directors or the Architectural Review Committee; otherwise, the Upkeep of any fence, other barrier or improvement shall be the responsibility of the Owner installing such fence, barrier or improvement unless different arrangements are agreed to by the adjoining Owners.

Section 9.7 Right to Contribution Runs With Land. Rights and duties of contribution set forth in this Article and any such rights and duties arising under the laws of Virginia shall run with the land and bind successors in interest. This Article shall not prejudice any right of a successor in interest to recover any amount from a predecessor in title for which such predecessor was liable. Any rights of contribution set forth in this Article shall constitute a lien in favor of any Owner entitled to contribution against any Owner obligated to pay such contribution. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. The lien created by this section shall be prior to all liens and encumbrances, except Mortgages, real estate taxes and other charges levied by governmental authority made superior as a matter of law, and the Association's lien established in Section 8.2 hereof.

## ARTICLE X

## MORTGAGEES; QUALIFIED MORTGAGEES

Section 10.1 Notice to Board of Directors. Upon request, an Owner who mortgages such Owner's Lot shall notify the Board of Directors of the name and address of the Mortgagee. No Mortgagee shall be entitled to any Mortgagee rights under the Project Documents unless such Mortgagee holds a Mortgage which constitutes a first lien on a Lot and notifies the Board of its address as required by Section 10.2 below and requests all rights under the Project Documents (a "Qualified Mortgage").

Section 10.2 Notices to Mortgagees. Any Qualified Mortgagee who desires any notice from the Association shall notify the Association to that effect by certified or registered United States Mail. Any such notice shall contain the name and address (including post office address) of such Mortgagee and the name of the person to whom notices from the Association should be directed. The Board of Directors shall notify Qualified Mortgagees of the following:

- (1) Any default of an Owner of a Lot, upon which the Qualified Mortgagee has a Mortgage, in paying assessments (which remains uncured for sixty days) or any other default, simultaneously with the notice sent to the defaulting Owner;
- (2) Any casualty, if required by Section 10.2 hereof;
- (3) All actions taken by the Association with respect to reconstruction of the Common Area or a Lot upon which the Qualified Mortgagee has a Mortgage;
- (4) Any termination, lapse or material modification of an insurance policy held by the Association;
- (5) Any taking in condemnation or by eminent domain of the Common Area and the subsequent actions of the Association;
- (6) Any proposal to terminate the Declaration, at least fifty days before any action is taken to terminate the Declaration; and
- (7) Any proposal to amend materially the Articles of Incorporation, this Declaration or the Bylaws, at least seven days before any action.

Section 10.3 Other Rights of Mortgagees. All Mortgagees or their representatives shall have the additional right to request to receive notice of and to attend and to speak at meetings of the Association. All Mortgagees shall have the right to examine the Project Documents and financial books and records of the

Association, including its audited financial statement for the preceding fiscal year of the Association. After fourteen days written notice to the Association, a Mortgagee may, jointly or singly, pay taxes or other charges levied against the Common Area and may pay overdue premiums or hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The Mortgagee or Mortgagees giving such notice and making such payments shall be reimbursed by the Association.

## ARTICLE XI

### CONDEMNATION

Section 11.1 Definition. For the purposes of this Article, "Taking" means an acquisition of all or any part of the Common Area owned in fee simple by the Association or of any interest therein or right accruing thereto as a result of, in lieu of or in anticipation of the exercise of the right of condemnation or eminent domain, or a change of grade caused by the action of a governmental entity affecting the value of the Common Area or any part thereof so severely as to amount to condemnation.

Section 11.2 Taking of Common Area. If there is a Taking of all or any part of the Common Area owned in fee simple by the Association, the Board of Directors shall act on behalf of the Association in connection therewith and no Owner shall have any right to participate in the proceedings incident thereto. The award made for such Taking shall be payable to the Association, to be disbursed as follows. If the Taking involves a portion of the Common Area on which improvements have been constructed, then the Association shall restore or replace such improvements so taken on another portion of the Common Area, to the extent land reasonably is available therefor, in accordance with plans approved by the Board of Directors, unless within sixty days after such Taking, the Declarant (during the Declarant Control Period) or the Members by a Sixty-seven Percent Vote (after the Declarant Control Period) shall otherwise agree. The provisions of Article XII hereof regarding the disbursement of funds following damage or destruction shall apply.

## ARTICLE XII

### RECONSTRUCTION AND REPAIR

#### Section 12.1 When Reconstruction or Repair Required.

(a) Common Area. Except as otherwise provided in Section 12.4 hereof, if all or any part of any improvement located on the Common Area is damaged or destroyed by fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration thereof. The

Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of improvements located on the Common Area for purposes other than the repair, replacement or reconstruction of such improvements except in accordance with Section 12.4.

(b) Lots. If a building or other major improvement located on a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or other major improvement substantially in accordance with original construction as to all structural conditions, exterior perimeters, party walls and exterior appearance and finishing materials, or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Architectural Review Committee approves a different time period, the Owner must commence such repair or reconstruction within six months after the casualty and substantially complete such repair or reconstruction within eighteen months after the casualty.

#### Section 12.2 Procedure for Reconstruction and Repair of Common Area.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any portion of any improvement located on the Common Area, the Board of Directors shall obtain reliable and detailed estimates of the cost of restoring and repairing such improvement (including without limitation any floor coverings, fixtures and appliances) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of any improvement located on the Common Area, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible provided, however, that other action may be taken if approved in accordance with Section 12.4.

#### Section 12.3 Disbursement of Construction Funds for Common Area.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of a casualty and the sums received by the Board of Directors from the collection of assessments against the Owners pursuant to Subsection 12.3 (b) hereof or any Owner pursuant to Subsection 8.1(a) hereof, shall constitute a construction fund which the Board shall

disburse in payment of the costs of reconstruction and repair of the Common Area in the following manner:

(1) If the estimated cost of reconstruction and repair is less than ten percent of the total annual assessment for Common Expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors.

(2) If the estimated cost of reconstruction and repair is ten percent or more of the total annual assessment for Common Expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Virginia and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, sub-contractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating that: (i) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested. The Board of Directors shall be entitled to rely on such certificate.

(b) Shortfalls. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds or shall be deemed an assessment therefor and shall be levied subject to Section 5.4 hereof.

(c) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds. If, after payment of the costs of all reconstruction and repair, and the refund of any excess payments made by Owners pursuant to Subsection 12.3(b) hereof in proportion to their contributions or the refund of excess payments by any Owner pursuant to Subsection 8.1(a) hereof, there remains any surplus fund, such fund shall be paid first to the Association for the purpose of replenishing reserves, and the balance, if any, shall be held or disbursed as the Board of Directors, in the exercise of its discretion, may deem advisable in accordance with this Project Documents.

Section 12.4 When Reconstruction and Repair of Common Area Not Required. If destruction of the improvements located on the Common Area is insubstantial, the Board of Directors may elect not to repair such insubstantial damage. If damaged improvements are not repaired, then the Board of Directors shall remove all remnants of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Common Area and the balance of any insurance proceeds received on account of such damage shall be placed in the appropriate reserve account.

## ARTICLE XIII

### GENERAL PROVISIONS

Section 13.1 Covenants Running with the Property; Term of Declaration. The Declaration shall run with and bind all portions of the Property for a period of 30 years from the date of recordation of this Declaration, and thereafter shall be renewed for consecutive 10-year periods. After the expiration of the initial 30 year period, the Members may petition at any time to revoke the Declaration upon the affirmative vote of at least two-thirds of all Class A Members (including Declarant as to Class A votes held by Declarant) cast in person, by proxy or mailed ballot at a Duly Called Meeting.

Section 13.2 Amendments. Except as otherwise set forth in this Declaration and subject to the Bylaws, this Declaration may be amended or amended and restated only with (i) the consent of Declarant during the Period of Declarant Control and (ii) the affirmative vote of two-thirds of all Class A Members (including Declarant as to Class A votes held by Declarant) cast in person, by proxy or mailed ballot at a Duly Called Meeting. Notwithstanding the foregoing, during the Period of Declarant Control, Declarant shall have the unilateral right to amend this Declaration in any respect as may be necessary or appropriate, in Declarant's sole judgment, (i) in order for this Declaration or the Property to comply with the Virginia Property Owners' Association Act or other applicable laws now or hereafter enacted, as the same may be amended from time to time, (ii) in order to make any corrections in the description of the Property or to correct or cure any errors, ambiguities, inconsistencies or conflicts in or among this Declaration, the Articles or the Bylaws, (iii) in connection with subjecting portions of the Additional Area to this Declaration as provided in Section 2.2 and Section 2.3 or in connection with Supplemental Declarations as provided in Section 2.4, (iv) to the extent the amendment does not materially and adversely affect the rights and obligations of the Members in the Association under this Declaration, or (v) in order to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration

or other governmental or quasi-governmental entities, with respect to their purchase, guaranty or insurance of mortgage loans secured by Lots. Notwithstanding anything contained in this Declaration to the contrary, no amendment may be made to this Declaration without the Declarant's consent after the Period of Declarant Control if such amendment would adversely affect any of Declarant's rights, interests or privileges expressly reserved or granted hereunder (except to the extent that such rights have expired upon the termination of the Period of Declarant Control) or that would result in treating Declarant or portion(s) of the Property still owned by Declarant differently from other Owners or comparable portions.

If the Members vote to amend this Declaration, the Association and, during the Period of Declarant Control, the Declarant, shall execute and record in the Clerk's Office an instrument setting forth the amendment or restatement and shall certify therein that such amendment or restatement was approved by the affirmative vote of at least two thirds of all Class A Members (including Declarant as to Class A votes held by Declarant) cast in person, by proxy or mailed ballot at a Duly Called Meeting. If the Declarant amends this Declaration without the consent of any other Owners as provided in this Section, the Declarant shall execute and record in the Clerk's Office an instrument setting forth the amendment and shall certify therein that the amendment was authorized as provided above. The foregoing certification in the amendments or restatements may be relied upon by third parties for the correctness of the facts stated therein.

Section 13.3 Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall either be delivered in person or sent by U.S. first class mail, postage prepaid. Notices to the Declarant shall be sent to Cameron Associates L.L.C. at 8614 Westwood Center Drive, Suite 900, Vienna, Virginia 22182 or to such other address as the Declarant shall specify by executing and recording in the Clerk's Office an amendment to this Declaration, which amendment shall not require the approval of any other parties as provided in Section 13.3. Legal notices to the Association shall be sent to the address of the Association's registered agent any such other address as may be established by the Board of Directors. All such notices, demands, requests and other communications shall be deemed to have been given upon the earlier of (i) delivery at the appropriate address specified above, whether in person, by express courier or by mail or (ii) three business days after the postmark date of mailing. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request or other communication.



Section 13.4 Approvals and Consents. All approvals and consents required or permitted by this Declaration (other than approvals or consents given by Members of the Association in a vote taken at a Duly Called Meeting) shall be in writing, shall be signed by the party from whom the consent or approval is sought and, unless otherwise provided herein, may be withheld by such party in its sole discretion.

Section 13.5 Assignment of Declarant's Rights. Without limiting Section 3.1(d) hereof, any and all rights, powers, easements and reservations of Declarant set forth herein may be assigned in whole or in part, at any time or from time to time, to the Association, to another Owner or to any other party in Declarant's sole discretion. Each such assignment shall be evidenced by an instrument which shall be recorded in the Clerk's Office.

Section 13.6 Successors and Assigns. Subject to Sections 3.1(d) and 13.5 hereof, the provisions of this Declaration shall be binding upon and shall inure to the benefit of the Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns.

WITNESS the following signatures.

CAMERON ASSOCIATES, L.L.C.  
By: SDC V, Inc., Its Sole Manager

ATTEST:

By: C. H. Robinson  
Secretary

By: [Signature]  
Name: AHMAD ABDOUL-BAKI  
Title:

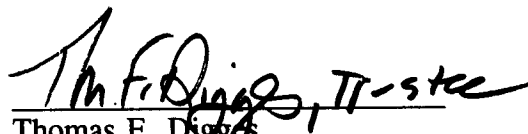
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 20th day of JANUARY, 1998, by Ahmad Abdul-Baki of SDC V, Inc., as sole manager of Cameron Associates, L.L.C., on behalf of Cameron Associates, L.L.C.

My commission expires 4-30-98

[Signature]  
Notary Public

The undersigned, as sole acting Trustee under that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Deed of Trust") made by Grantor to Alan L. Walker and Thomas F. Digges, Trustees, for the benefit of Lehman Brothers Holdings Inc. ("Lehman"), dated December 6, 1996 and recorded in the Clerk's Office for the Circuit court of the City of Alexandria, Virginia on December 9, 1996 in Deed Book 1588 at page 1880, having been directed to do so by Lehman, does hereby join in, consent to and subordinate the lien of the Deed of Trust to the foregoing Declaration of Covenants, Conditions and Restrictions; provided, however, that it is expressly understood that the foregoing consent shall not otherwise affect in any way the lien of the Deed of Trust and that the Deed of Trust shall remain in full force and effect.

  
 Thomas F. Digges  
 Sole Acting Trustee

STATE OF Virginia )

COUNTY OF FAIRFAX )

The foregoing has been acknowledged before me this 7<sup>th</sup> day of February, 1998, by Thomas F. Digges, sole acting Trustee.


[SEAL]

  
 Notary Public

My commission expires:

2/28/98

The undersigned, as sole acting Trustee under that certain Deed of Trust (the "Deed of Trust") made by Grantor to Marie Willard Berk, Trustee, for the benefit of Bank United, dated July 8, 1997 and recorded in the Clerk's Office for the Circuit court of the City of Alexandria, Virginia on July 10, 1997 in Deed Book 1607 at page 1398, having been directed to do so by Bank United, does hereby join in, consent to and subordinate the lien of the Deed of Trust to the foregoing Declaration of Covenants, Conditions and Restrictions; provided, however, that it is expressly understood that the foregoing consent shall not otherwise affect in any way the lien of the Deed of Trust and that the Deed of Trust shall remain in full force and effect.

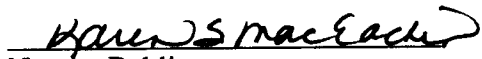
  
Marie Willard Berk.  
Sole Acting Trustee

STATE OF VIRGINIA )

COUNTY OF LOUDOUN )

The foregoing has been acknowledged before me this 28 day of January, 1998, by Marie Willard Berk, sole acting Trustee.

[SEAL]

  
Notary Public

My commission expires:

1/31/99

February 10, 1998

**EXHIBIT A  
DESCRIPTION OF  
CAMERON STATION PHASE 1  
CITY OF ALEXANDRIA, VIRGINIA**

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Lots 1 through 93, 98 through 124, 131 through 138, 223 through 279 and  
Parcels A through E, Cameron Station Phase 1 platted in Deed of Subdivision,  
Conveyance, Dedication and Easements recorded December 1, 1997 in Deed Book  
1621 at page 392 among the land records of the City of Alexandria, Virginia.

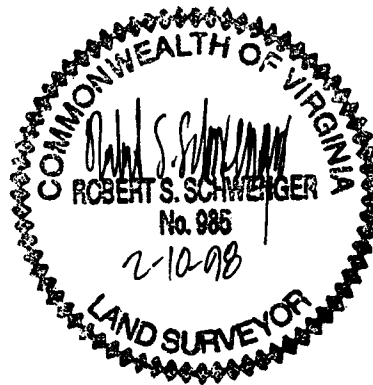


EXHIBIT B  
DESCRIPTION OF  
ADDITIONAL AREA  
CAMERON ASSOCIATES, L.L.C.  
CITY OF ALEXANDRIA, VIRGINIA

Beginning at a point on the northerly line of Norfolk Southern Railway said point marking the southeasterly corner of Parcel A, as shown on a plat recorded in Deed Book 1588, Pg. 1843 among the land records of the City of Alexandria; thence with the easterly lines of the said Parcel A and continuing with the lines of a street right-of-way dedicated therein and Parcel "E" as recorded in Deed Book 1588 at page 1869 among the said land records N 20° 25' 42"W, 900.80 feet to a point on the southerly line of Parcel 3452-03-02, Wapleton Section 2; thence with the southerly and easterly line of Wapleton, Section 2, N 70° 19' 18"E, 1707.94 feet and N 08° 18' 48"E, 1,591.17 feet to a point on the southerly line of Duke Street (Route 236); thence with the southerly line of Duke Street S 81° 45' 08"E, 185.56 feet to a point marking the northwesterly corner of Cameron Station, Phase 1 as recorded in Deed Book 1621 at page 392 among the said land records ; thence with the westerly and southerly lines of the said Cameron Station, Phase 1 the following courses: S 43° 32' 10"E, 39.38 feet; S 08° 18' 21"W, 129.86 feet; S 23° 30' 55"E, 770.22 feet; with a curve to the left, whose radius is 143.00 feet and whose chord is S 48° 47' 00"E, 284.50 feet, an arc distance of 478.54 feet and S 81° 41' 12"E, 471.39 feet to a point on the westerly line of Somerville Street (DB 1588 PG 1843); thence with the westerly line of Somerville Street and continuing with Parcel B as shown on the said plat recorded in Deed Book 1588 at page 1843 among the said land records S 08° 18' 48"W, 1018.80 feet to a point on the aforementioned northerly line of Norfolk Southern Railway; thence with the northerly line of Norfolk Southern Railway with a curve to the left whose radius is 11,559.00 feet and whose chord is S 73° 27' 44"W, 1,223.51 feet, an arc distance of 1,224.08 feet and S 70° 25' 43"W, 1468.24 feet to the point of beginning, containing 79.49543 acres of land.

Given under my hand this 10th day of February, 1998.

