ARTICLE I

DEFINITIONS

Section 1. "Approval" shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights, or a formal letter stating "no objection."

Section 2. "Assessable Unit" shall mean and refer to any real property within the Properties which is subject to assessments, as provided in Article V.

Section 3. "Association" shall mean and refer to the Fair Woods Homeowners Association, its successors and assigns.

Section 4. "Common Area" shall mean and refer to all real property and improvements thereon owned or leased by the Association for the use and enjoyment of the Members.

Section 5. "Declaration" shall mean and refer to the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

Section 6. "First Mortgagee" shall mean and refer to an Institutional Lender who holds the first deed of trust on a Lot or Living Unit and who has notified the Association of its holdings.

Section 7. "Governing Documents" shall mean and refer collectively and severally to the Articles of Incorporation, the Declaration, Bylaws, ARB Guidelines, and the Rules and Resolutions, as such may be amended from time to time.

Section 8. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured a loan of such a lender, or any combination of any of the foregoing entities.

<u>Section 9.</u> "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a Single Family.

<u>Section 10.</u> "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of Common Area.

<u>Section 11.</u> "Members" shall mean and refer to members of the Association which shall consist of all Owners.

<u>Section 12.</u> "Outlots" shall mean and refer to Lots for which a building permit for a residence may not be obtained.

<u>Section 13.</u> "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one or more persons or entities, including contract sellers; the term shall exclude those having such interest merely as security for the performance of an obligation.

<u>Section 14.</u> "Properties" shall mean and refer to all real property which is hereby subjected to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

<u>Section 15.</u> "Single Family" shall mean and refer to a single housekeeping unit which includes not more than three adults who are legally unrelated.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. The Properties. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Fairfax, Commonwealth of Virginia and is more particularly described in Exhibit A.

Section 2. Additions to the Properties. Additional property may become subject to this Declaration upon approval of Owners of not less than sixty percent (60%) of the Lots.

Section 3. Merger. In accordance with its Articles of Incorporation, the property, rights, and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes or, alternatively, the property, rights, and obligations of an association similar in corporate nature and purposes may by operation of law be added to the property, rights, and obligations of the Association as a surviving operation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidations, however, shall affect any revocation, change, or addition to the covenants established by this Declaration within the Properties except as hereinafter provided. Such merger or consolidation shall have the assent of Owners of not less than sixty percent (60%) of the Lots.

ARTICLE III

FAIR WOODS HOMEOWNERS ASSOCIATION

Section 1. Organization.

(a) The Association. The Association is a nonprofit non-stock corporation organized and existing under the laws of Virginia charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents, other than this Declaration shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Subsidiary Corporations. The Association shall have the right to form one or more subsidiary corporations, for any purpose or purposes deemed appropriate by a majority vote of the Board of Trustees (the "Board"). Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for the operation and maintenance of any specific area or to perform any function within the Properties; however, such subsidiary corporation shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Members.

Section 2. Membership.

(a) Basis. Membership shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except as provided in the Governing Documents.

(b) Member's Rights and Duties. Each Member shall have the rights, duties, and obligations set forth in the Governing Documents.

(c) Voting Rights. The Association shall have one class of voting membership. Members shall be entitled to one vote for each Lot owned.

(d) Exercise of Vote. The vote for any Lot which is held by more than one Owner may be exercised by any one of them, unless any objection or protest by any Owner of such Lot is made prior to the completion of a vote, in which case the vote for such Lot shall not be counted. Only one Owner of the Lot needs to sign any proxy, ballot, or any other document exercising the vote of that Lot.

Section 3. Board of Trustees.

(a) Composition. The number of Trustees and method of selection shall be as provided in the Bylaws.

(b) Extent of Power.

(1) The Board shall have all powers for the conduct of the affairs of the Association which are enabled by law or the Governing Documents which are not specifically reserved to Members.

(2) The Board shall exercise its powers in accordance with the Governing Documents.

(c) Powers and Duties. Without limiting the generality thereof, the Board shall have the power and obligation to perform the following duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer, or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging, or disposal of Common Area and/or improvements shall be subject to the provisions of Articles II and IV, respectively.

(2) Rule Making. To establish rules and regulations for the use of property as provided in Articles IV and VI and to review, modify, and approve architectural standards adopted by the Architectural Review Board (the “ARB”); and

(3) Assessments. To fix, levy, and collect assessments as provided in Article V; and

(4) Easements. To grant and convey easements to the Common Area as may become necessary and as provided in Article X; and

(5) Employment of Agents. To employ, enter into contracts with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct, and perform the business obligations and duties of the Association; and

(6) Mergers/Consolidations. To participate in mergers and consolidations with other corporations as provided in Article II; and

(7) Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Governing Documents, subject to any appeal which may be filed and is pending. In addition, the Board shall have the right to assess charges against Members for any violation of the Governing Documents in compliance with and to the maximum extent permitted under section § 55-513 of the Virginia Property Owners' Association Act (the "Act").

Section 4. The Architectural Review Board.

(a) Composition. The ARB shall consist of at least three members appointed by the Board.

(b) Powers and Duties. The ARB shall regulate the external design, appearance, and location of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the ARB shall:

(l) Review and approve, modify, or disapprove written applications of Members for improvements or additions to Lots, Living Units, or Common Areas.

(2) In accordance with the Governing Documents, monitor Lots for compliance with architectural standards and approved plans for alteration; and

(3) Adopt architectural standards subject to the confirmation of the Board; and

(4) Adopt procedures for the exercise of its duties.

(c) Failure to Act. In the event the ARB fails to approve, modify, or disapprove in writing a correctly filed application within forty-five (45) days, approval will be deemed granted. If the ARB requests additional information, documentation or other items to assist in the review of an application, the application shall automatically be denied and the forty-five (45) day time frame starts running when the additional items are submitted. Total or partial disapproval will include the reason(s) for such disapproval.

(d) Appeal. An applicant may appeal an adverse ARB decision to the Board, which may affirm, reverse or modify such decision.

ARTICLE IV

COMMON AREA

Section 1. Obligations of the Association. The Association subject to the rights of the Members set forth in this Declaration, shall be responsible for the management and control for the benefit of the Members of the Common Area conveyed to it and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair in compliance with standards contained in the Governing Documents.

Section 2.	Common Areas. Subject to the provisions herein, every Member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment to the Common Area.

Section 3.	Extent of Members' Easement. The Members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable admission and other fees for the use of the Common Areas;

(b) The rights of the Association to suspend the right of a Member to use the recreational facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice until such default has been remedied;

(c) The right of the Association to suspend the right of a Member to use the recreational facilities for a period not to exceed sixty (60) days for any infraction of the Governing Documents;

(d) The right of the Association to mortgage any or all of the Common Area with the assent of Owners of not less than sixty percent (60%) of the Lots. In the event of a default upon any mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored;

(e) The right of the Association to convey, or transfer all or any part of the Common Area, subject to the prior approval of Fairfax County and assent of Owners of not less than sixty percent (60%) of the Lots;

(f) The right of the Association to license portions of the Common Area to Members. Such assignment does not need to be done on a uniform, non-preferential basis.

(g) The right of the Association to regulate the use of the Common Area, including parking rules and regulations, which may include the assignment of parking spaces, for the benefit of Members.

Section 4. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual and Special Assessments as are established herein and paid in the manner hereinafter provided. All such assessments, together with interest, late fees, legal fees and costs of collection thereon as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, late fees, legal fees and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Assessable Unit.

Section 2. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgagee or first deed of trust. Sale or transfer of any Assessable Unit shall not affect the assessment lien. However, the sale or transfer of any Assessable Unit pursuant to foreclosure of by a First Mortgagee or any first deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Assessable Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Method of Assessment. All assessments shall be levied by the Association against Assessable Units and collected and disbursed by the Association. The Board shall fix the amount of the assessments as provided hereinafter and set the dates such assessments shall become due.

Section 4. General Assessments.

(a) Purpose. The General Assessment shall be used exclusively to promote the health, safety and welfare of the Members and in particular to improve, maintain, and operate the Common Area and facilities, including funding of appropriate reserves for future repair and replacement.

(b) Basis for Assessment. For General Assessment purposes, there shall be one class of Assessable Units, all of which shall be assessed at a uniform rate.

(c) Maximum. As of January 1, 2020, the maximum annual General Assessment shall be $1,152.00.

(d) Change in Maximum. The Board may increase the maximum each year by the greater of: (1) a factor of not more than five percent of the maximum for the current fiscal year or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U. S. Labor Department for the Metropolitan Washington area; such increase shall become effective the first day of the next fiscal year.

The maximum may be increased above the amount which can be set by the Board with the assent of Owners of not less than thirty-four percent (34%) of the Lots.

(e) Method of Assessment. By a vote of two-thirds of the Trustees, the Board shall fix the General Assessment at an amount not in excess of the current maximum for each assessment, provided, however, that the General Assessments shall be sufficient to meet the obligations imposed by the Declaration. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.

Section 5. Special Assessments.

(a) Capital Improvement Assessment. The Association may levy in any assessment year a Special Assessment against Assessable Units, applicable to that year and payable over not more than the next three (3) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of Owners of not less than thirty-four percent (34%) of the Lots.

(b) Restoration Assessment. The Association may levy a Restoration Assessment upon any Lot whose Owner fails to maintain such Lot, as provided in Article VI, Section 2. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration and the cost of collection thereof.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment installment not paid within thirty (30) days after the due date shall be delinquent and a late fee shall be assessed to the account, which amount shall be established by Board resolution. Thereupon, the Association shall provide notice of such delinquency and may: (a) declare the entire balance of such Annual or Special Assessment due and payable in full; (b) charge interest from the due date at a percentage rate no greater than the statutory maximum, such rate to be set by the Board for each Assessment period; and (c) charge for all costs reasonably incurred in the collection of the assessment, including attorney's fees and charges assessed by the managing agent charged with administering and/or collecting the assessment and late fee.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas; (3) all properties exempted from taxation by the state or county government upon the terms and to the extent of such legal exemption, provided that no property utilized for residential purposes shall be exempt; (4) Outlots as defined herein.

ARTICLE VI

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or be detrimental to the well-being of Members. Members and their guests, tenants, invitees, agents, etc. are required to follow all Federal, State and Local laws and ordinances.

(b) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments and provided that this shall not prohibit the division or combination of condominium units in accordance with law, or the creation of condominiums.

(c) Conditions for Architectural Control. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade, or other work which in any way alters the exterior of any Lot or Common Area or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this Declaration shall be made or done without the prior approval of the ARB. No building, residence, or other structure, fence, wall, or landscaping in lieu thereof, shall be commenced, erected, maintained, improved, altered, made, or done on such property without the prior written approval of the ARB.

(d) Lease of Lots and/or Living Units.

(1) No Lot, Living Unit or any part thereof, shall be leased unless such lease is in writing for an initial term of not less than three (3) months and shall expressly provide that the terms of such lease shall be subject in all respects to the Governing Documents, and that any

failure by the lessee to comply with the terms of such Governing Documents shall be a default under such lease. The Board shall be provided with copies of leases upon request.

(2) The Association shall have the authority to order any Owner to evict a tenant after the following conditions are met:

i. the tenant has been found, after a hearing with the Board, to have violated the Governing Documents;

ii. the tenant commits the same or additional violation(s) after the hearing;

iii. the Board meets with the Owner to review the situation and whether it can be resolved. If the Owner refuses to meet with the Board, this condition shall have been met; and

iv. after the meeting, the tenant(s) continue to engage in the violative behavior.

Hearings shall be held in compliance with the hearing requirements set forth in the Act for imposition of fines. The Association shall notify the Owner and give the Owner reasonable time (not to exceed 60 days) to initiate eviction proceedings at the Owner's expense.

(e) Home Based Businesses. Lots shall be used for residential purposes and may not be used for any commercial or business activity other than home based businesses which do not increase the rate of insurance maintained by the Association. Home based businesses shall follow current Fairfax County ordinances and standards contained in the Governing Documents. Home offices are permitted.

(f) Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common

Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board as provided herein;

(1) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(2) Parking of all commercial and recreational vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in the garages or screened enclosures approved by the ARB or in areas designated by the Association for such parking.

(g) Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

(h) Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the ARB.

(i) Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the ARB.

(j) Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the ARB.

(k) Trash Burning. Trash, leaves, and other similar material shall not be burned without the written consent of the Association.

(l) Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the ARB, except customary name and address signs meeting established ARB standards.

(m) Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

(n) Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences or enclosures must be approved by the ARB as to location, material, and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

(o) Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

(p) Lighting. No exterior lighting shall be directed outside the boundaries of a Lot. The Association shall have the right to establish additional rules and regulations regarding lights, including the regulation of holiday lights.

(q) Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked “no cut” areas on Fairfax County approved site plans may be cut without prior approval of the ARB. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

(r) Rules. From time to time the Board shall adopt general rules, including but not limited to rules to regulate potential problems relating to the use of property and the well-being of Members, such as keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, signs, trash and trash containers, maintenance and removal of vegetation on the Properties, and the type and manner of application of fertilizers or other chemical treatments to the Properties in accord with non-point source pollution control standards. Such general rules may only be adopted or amended by a two-thirds vote of the Board, at a meeting for which due notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be binding on all Members, except where expressly provided otherwise in such rule.

(s) Exceptions. The Board may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

Section 2. Maintenance of Property.

(a) Owner Obligation. Each Owner shall keep all Lots owned by him/her, and all improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management

(b) Failure to Maintain. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association after Notice to the Owner and approval by two-thirds (2/3) vote of the Board, shall have the right to enter upon said Lot to correct drainage and to repair, maintain, and restore the

Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for herein for non-payment.

Section 3. Resale of Lots.

(a) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration. Failure to include this language shall not relieve the Owner of his obligations to comply with the Governing Documents.

(b) Estoppel Certificate. The Board or its agent shall prepare an estoppel certificate which shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether or not there are violations of the Governing Documents remaining on the Lot as of the date of preparation of such certificate.

ARTICLE VII

PARTY WALLS

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

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners.

(b) other than by the act of an Owner, his agents, guests, or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or any other provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Easement. The Owner of each Lot within the Neighborhood is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for all building and roof overhangs, projections, fireplace walls, gutters, downspouts, and other portions of the first Owner's buildings which extend or project into, onto, or over such adjacent Lots.

When any building or appurtenance extends to or over the Lot line of an adjoining Lot, the Owner of said building shall have the right to enter upon a reasonable portion of such adjoining Lot at reasonable times for the purpose of performing repairs or maintenance of his building. Except as otherwise provided in the Declaration, such right of entry shall place no obligation on the entering party to maintain land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

ARTICLE VIII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to ensure there are sufficient funds available to an Owner to restore his Living Unit or garage in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit or garage is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation, and other items normally excluded from coverage) of all improvements constructed on such Lot.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payment for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time, the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE IX

OUTLOTS

Section 1. Designation. Lots G-3, G-8, G-13, G-14, G-15, G-20, G-21, G-23, and G- 24, Section 1, Fair Woods, are hereby designated as Outlots as that term is defined in Article I, Section 12, of this Declaration.

Section 2. Governing Documents. All provisions of the Governing Documents referring to Lots shall apply to Outlots, except that:

(a) Owners of Outlots shall not be entitled to any additional votes for Outlots owned; and

(b) Outlots shall be exempted from the assessments, changes, and liens created in the Declaration.

Section 3. Restrictions.

(a) All Outlots shall be used, improved and devoted exclusively as garages for motor vehicles and for the storage of personal property. Outlots are not designated for residential use and shall not be used, improved, or devoted to residential use.

(b) Outlots shall be appurtenant to the Lots with which they are originally conveyed, and shall not be sold, conveyed, transferred, leased, or assigned in any way except as an appurtenance to and in connection with the sale conveyance, transfer, lease, or assignment of the Lots with which such Outlots were originally conveyed.

ARTICLE X

EASEMENTS

Section 4. Utility Easements. There is hereby created an easement upon, across, over, through and under the Properties for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable, or communication lines and systems.

Notwithstanding anything to the contrary contained in this paragraph: (l) no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as approved by the Association, and (2) it shall not be construed to apply to the relocation, installation, or removal of utility lines within a Living Unit which serve only that unit. This easement shall in no way affect any other recorded easements on the Properties.

Section 5. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot (a) to inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or resale certificates, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (b) performing such maintenance as is required by the Governing Documents on such Lots, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three days in advance thereof and such inspection is performed during reasonable hours.

Section 6. Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement officers, fire, and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access.

Section 7. Easement for Landscaping, Signs, and Related Purposes. There shall be and is hereby reserved to the Association, a nonexclusive easement over all Lots and Common Areas for a distance of twenty-five (25) feet behind any Lot line which parallels a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas," lighting, stone , wood, or masonry wall features, and/or related landscaping. Exercise of this easement will be with the consent of the Owner of an affected Lot, or the ARB if the said Owner does not consent.

ARTICLE XI

RIGHTS OF INSTITUTIONAL LENDERS AND PUBLIC AGENCIES

Section 1. Notice and Other Rights. To the extent provided by Owners, the Association shall maintain a file of all First Mortgagees, with a proper designation of the property in which they have an interest.

The Association shall provide to all First Mortgagees:

(a) If requested, written notification thirty (30) days prior to the effective date of:

(1) any material change in the Declaration, Bylaws, and Articles of Incorporation or;

(2) the mortgage, partition, subdivision, transfer, or other disposition of any of the Common Area or improvements thereon.

(b) If requested, written notification of any default in the performance of any obligation under the Governing Documents by the Owner of a Lot which is the security for the indebtedness due the First Mortgagee, which is not cured within sixty (60) days.

(c) If requested, written notice of any condemnation or eminent domain proceeding or other proposed acquisition by a condemning authority of a Lot which is the security for the indebtedness due the First Mortgagee.

(d) If requested, written notice, with right to attend, of all meetings of the Association.

(e) All Institutional Lenders who have an interest in the Properties shall have the right to inspect the books and records of the Association during normal business hours.

(f) If requested, the Association shall submit to the First Mortgagees, an annual report of the Association within ninety (90) days following the end of its fiscal year.

(g) The Board shall give First Mortgagees as may request it, expeditious notice of any civil action or liens lodged against the Association or officers or Trustees regarding their conduct in administering the affairs of the Association.

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

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots. A termination must be approved by Fairfax County and be recorded in order to become effective.

Section 2. Amendment. Any amendment of the Declaration shall be accompanied by a document signed by Owners of not less than sixty percent (60%) of the Lots and evidence of the Approvals required by Article XI. Any amendment must be recorded in order to become effective.

Section 3. Enforcement. The Association, any Member or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of those covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then the Articles of Incorporation of the Association, then the Bylaws, then the Rules and Resolutions.

Section 6. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 7. Management. Any agreement for management of the Association must be terminable by the Association for cause upon thirty (30) days written notice thereof and terminable by either party without cause and without payment of a termination fee upon ninety (90) days written notice thereof. The term of any such agreement may not exceed one year.

Section 8. Use of technology.

(a) Any notice required to be sent or received or any signature, vote, consent, or approval required to be obtained under any provision of the Declaration or Bylaws or the Act may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice.

(b) The Association, Owners, and those entitled to occupy a Lot may perform any obligation or exercise any right under any Declaration or Bylaw provision or the Act by use of any technological means providing sufficient security, reliability, identification, and verifiability. "Acceptable technological means" shall include without limitation electronic transmission over the Internet, or the community or other network, whether by direct connection, intranet, telecopier, or electronic mail.

(c) An electronic signature meeting the requirements of applicable law shall satisfy any requirement for a signature under any declaration or bylaw provision or any provision of this chapter.

(d) Voting, consent to and approval of any matter under any Declaration or Bylaw provision or the Act may be accomplished by electronic transmission or other equivalent technological means provided that a record is created as evidence thereof and maintained as long as such record would be required to be maintained in nonelectronic form.

(e) If any person does not have the capability or desire to conduct business using electronic transmission or other equivalent technological means, the Association shall make reasonable accommodation, at its expense, for such person to conduct business with the Association without use of such electronic or other means.

(f) This Section 8 shall not apply to any notice related to an enforcement action by the Association, an assessment lien, or foreclosure proceedings in enforcement of an assessment lien.

ARTICLE XIII

DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved at a duly held meeting upon the vote of more than two-thirds (2/3) of the votes in the Association, present in person or by proxy, of the Members. Prior to dissolution of the Association, other than incident to a merger or consolidation, the assets of the Governance shall be offered for dedication to Fairfax County. In the event that such dedication is refused acceptance upon dissolution, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.