

DECLARATION OF
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 18 day of FEBRUARY, 1991 by AMBERLEIGH LIMITED PARTNERSHIP, a Virginia Limited Partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the sole owner of certain property located in the Lee Magisterial District, County of Fairfax, Virginia, known as Lots 1 through 82, inclusive, Section One, Amberleigh, containing 26.77647 acres, which is more particularly described by reference to Schedule "A" attached hereto as a part hereof, said land together with such additional lands as shall be subjected to this Declaration being hereinafter referred to as the "Property" or "Properties" and,

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community contributing to the personal and general health, safety and welfare of residents and for the maintenance of the land and improvements thereon, and to this end desires to subject the real property described above and in Schedule "A" together with such additions as may hereafter be made thereto to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, it being intended that the covenants, conditions, restrictions, and easements, shall run with the land and shall be binding on all persons or entities having or acquiring any right, title or interest in the real property of any part thereof and shall inure to the benefit of each owner thereof; and,

WHEREAS, to provide a means for meeting the purposes and intents herein set forth and the intents and requirements of the County of Fairfax, Virginia, the Declarant has caused to be incorporated under the laws of the Commonwealth of Virginia, the AMBERLEIGH HOMEOWNERS ASSOCIATION, INC.;

NOW, THEREFORE, Declarant for and in consideration of the premises and covenants contained herein, hereby declares that all of the properties described in Schedule "A", and such additions thereto as may hereafter be made is and shall be held, transferred, sold, conveyed and occupied subject

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OF
EDWARD C. SCALISE
A OLD DOVER DRIVE
LEASING AND REALTY
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to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

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

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

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Parcels B and C, Section One ,

AMBERLEIGH

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

Section 6. "Declarant" shall mean and refer to Amberleigh Limited Partnership, a Virginia Limited Partnership, their successors and assigns if such successors or assigns shall acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Assessable Unit" shall mean and refer to any real property within the Properties which is subject to assessments, as provided in Article V.

Section 8. "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 9. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 10. "Notice" shall mean and refer to (a) written notice delivered personally or mailed to the last known address of the intended recipient, or (b) notice published at least once a week for two consecutive weeks in a newspaper having general circulation in the County of Fairfax.

ARTICLE II

PROPERTY RIGHTS

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

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

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

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

(d) the right of the Association to limit the number of guests of members.

(e) the right of the Association to mortgage any or all of the Common Area with the assent of more than two-thirds (2/3) of the Class A votes and the consent of the Class B member so long as the Class B member shall exist. 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

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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 Owners hereunder shall be fully restored;

(f) the right of the Association to regulate the use of the Common Area for the benefit of Members.

(g) the right of individual owners to the use of parking spaces as provided in this article.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, the right of enjoyment to the Common Area and facilities to family members, tenants, or contract purchasers who reside on the property. No member shall make exclusive or private use of any common area.

Section 3. Declarant's Reservation. So long as there are Class B members, or Declarant owns any lot, Declarant reserves a non-exclusive easement over all the Common areas which are subject to this Declaration or any Supplement thereto for any purpose whatsoever.

Section 4. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to use automobile parking spaces which shall be a part of the Common Area, together with the right of ingress and egress in and upon said parking area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1985, or
- (c) upon the surrender of said Class B membership by the then holder thereof for cancellation on the books of the Association.

Nonetheless, upon annexation by the Declarant of additional properties, if any, Class B membership shall be revived and/or extended for a period of four (4) years from the date of recordation of the Deed of Dedication and Subdivision for such annexed property.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

The Declarant, for each Lot owned within the properties, hereby covenants and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to 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 the lot owned.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and

maintenance of the Common Area, Tennis Courts, parking and sidewalk easements and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. The initial maximum annual maintenance assessment for each lot having Class A membership shall be Four Hundred Dollars (\$400.00) per annum.

- (a) from and after January 1, 1981, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.
- (b) from and after January 1, 1981, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements.

(a) Capital Improvement Assessment. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property, related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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(b) Restoration Assessment. The Association may levy a Restoration Assessment upon any lot whose Owner fails to maintain such lot as provided for in these Articles. Such Assessments shall be limited to the amount necessary to meeting the cost of restoration.

Section 5. Notice and Quorum for any Action Authorized Under Section

3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present

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*need 60%
for quorum*

another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Sections 3, 4, and 7 of this Article, and may be collected on a monthly basis

Section 7. Date of Commencement of Annual Assessments: Due Dates:

(a) Date of Commencement. The annual assessments provided for herein for all lots shall commence on the date of the conveyance of the Common Area to the Association. The first monthly installment of each such annual assessment shall be made for the balance of the month during which the Deed for the Common Area to the Association is recorded and shall become due and payable and a lien on the date a deed for the conveyance of the Common Area is recorded. The monthly installments of each such annual assessment for any lot for any month after the first month shall become due and payable and a lien on the first day of each successive month. Full Assessments shall be paid on all occupied lots, whether they are held by a Class A or Class B member.

(b) Class B. Any unoccupied lot held by the Declarant (or the maker of any Supplementary Declaration made pursuant to Article VII of this Declaration for the purpose of annexing additional property) shall have the right to pay an assessment in an amount equal to twenty-five percent (25%) of the assessment levied against Class A lots or occupied Class B lots, (this shall apply to both regular and special assessments) provided however, if the Declarant (or the maker of any Supplementary Declaration made pursuant to Article VII of this Declaration for the purpose of annexing additional property) shall elect to pay a partial assessment of twenty-five percent (25%) on unoccupied lots, then the Declarant (or the maker of any Supplementary Declaration) must maintain the Common Area at no cost to the Association and/or fund any budget deficit in the Association as long as the Declarant or the maker of any Supplementary Declaration holds Class B membership.

(c) Annual Assessment. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in

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assessments

advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

(d) Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a lot is binding upon the Association as of the date of its issuance.

Section 8. 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. 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 the rate of ten per cent (10%) per annum; (c) give Registered Notice to the Owner that in the event payment with accrued interest is not paid within thirty (30) days from the date of such notice, then the expressed contractual lien provided for herein shall be foreclosed; (d) upon Registered Notice to the Owner, suspend the right of such Owner to vote or to use the recreational facilities until the assessment and accrued interest is paid in full.

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

Section 10. 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. However, no land or improvements devoted to dwelling units shall be exempt from said assessments.

Section 11. County Maintenance Assessments. If, as provided by and in accordance with the Fairfax County Zoning Ordinance, the County assumes maintenance responsibilities of the Common Area upon the failure of the responsible organization to maintain this in the manner required by the Zoning Ordinance, such Lots as have a right of enjoyment of the Common Area, be that right primary or otherwise, shall be obligated to pay a ratable proportion of the maintenance costs within thirty (30) days after receipt of a statement of charges from the County.

ARTICLE V

REVIEW

Section 1. Architectural Review Committee. Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any lot or to the common areas accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, erected, placed, moved, altered or maintained upon The Property, or any Lot, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by an Architectural Review Committee designated by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, fences, wall, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvement constructed upon any lot or upon any of the common areas, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling.

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until the complete plans and specifications showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Review Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Architectural Review Committee designated by the Board of Directors.

Section 2. Architectural Control Committee - Operation. The Board of Directors shall appoint an Architectural Control Committee composed of three (3) or more natural persons designated from time to time by the Board of Directors. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order or to issue and permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc. Upon approval by the Architectural Review Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural Review Committee in accordance with the provisions of this Article, the Architectural Review Committee shall, at the request of the owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Review Committee and constructed or installed in full

compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 5. Appeal. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee may appeal the decision of the Architectural Review Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

ARTICLE VI

PROTECTIVE COVENANTS AND RESTRICTIONS

In order to conserve the natural beauty of the subdivided property, to insure its best use and most appropriate development and to prevent the erection of poorly designed or constructed improvements, the entire area subject to this Declaration shall be subject to those protective covenants and restrictions as more specifically set forth as follows:

1. No clothing, laundry, or wash shall be aired or dried on any portion of the Properties in any area other than in the rear yard of the Lots.
2. No tree, hedge, or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.
3. No noxious or offensive activity shall be carried on upon any portion of the residential property, nor shall anything be done thereupon or permitted to remain on any lot which may be or become a nuisance or annoyance to the neighborhood.
4. No sign of any kind that is illuminated and/or larger than two square feet shall be displayed to the public view on any lot, except temporary real estate signs not more than four square feet in area advertising the property for sale or rent and except for temporary signs erected by Declarant in connection with the construction, lease or sale of building and lots.
5. No horse, pony, cow, chicken, hog, sheep, goat or other domestic animal shall be kept or maintained on any lot other than common household pets, provided that they are not kept, bred or maintained for commercial purposes.
6. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any lot.

7. No person shall paint the exterior of any building a color different than the original color of said building without the proposed color having been approved by the Board of Directors of the Association, or by an Architectural Review Committee approved by the Board.

8. No permanent or temporary structure or addition to be a structure shall be erected, placed or altered on any lot until the plan and specification, including elevation, material, color and texture and a site plan showing location of improvement with grading modifications shall be filed with and approved in writing by the Board of Directors of the Association, or an Architectural Review Committee appointed by the Board. Structure shall be defined to include any building or portion thereof, fence, pavement, driveway, shed, playhouse, or appurtenances to any of the aforementioned.

9. No junk vehicle or house trailer or camper shall be kept on any lot or common area. The Association may provide an area suitable for parking any vehicle.

10. No motorized vehicles including motorcycles, motorbikes or go-carts shall be permitted on any pathways or Common Area within the area of the described property.

11. No TV antennas shall be permitted on any roof that is visible from the street; lot owners are encouraged to place TV antennas inside their attics.

12. EXCLUSIONS. Nothing contained in the preceding paragraphs shall be construed to prevent Declarant, during the course of construction, from permitting commercial vehicles and construction equipment owned by it or its agents to remain or be parked on any Lot or on the streets in the subdivision, or from storing building materials and supplies on any Lot placing any advertising signs on any Lot relating to the sale or financing of the improvements thereon, or from using homes constructed on any Lot as a model house or as a sales office.

In addition to those covenants and restrictions enumerated above, the Board of Directors may from time to time formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of Common Areas.

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ARTICLE VII

STAGED DEVELOPMENT

11/03 add any property s/o our district

So long as there are Class B members of the Association additional real property that is contiguous to the property described herein may be annexed to the above-described property by the Declarant without the consent of the Class A members of the Association. Declarant retains the exclusive right to bring that property within the scope of this Declaration by executing and recording a Supplementary Declaration of Covenants and Restrictions among the Land Records for the County of Fairfax, Virginia, which Supplementary Declaration shall extend the scheme of the within Declaration of Covenants and Restrictions to such annexed property.

ARTICLE VIII

PARTY WALLS

Section 1. Party Walls. Each wall which is built as part of the original construction of the dwellings upon the Property and placed on the dividing line between lots or partly on one lot and partly on another 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 of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Repairs and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal shares. Nothing shall be done by any Owner which impairs the structural integrity of any party wall or which diminishes the fire protection afforded by any party wall. No Owner shall use any party wall for any purpose which creates a hazard or nuisance for any other Owner who makes use of the party wall.

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

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Section 4. Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

Section 6. Encroachments. If any portion of a party wall shall encroach upon any adjoining lot, or upon the common areas of community facilities, by reason of reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist.

Section 7. Easement. The Owner of each Lot is hereby granted an easement on and over each and every Lot and Common Area, which is adjacent to such first Lot for all building and roof overhangs, projections, gutters and 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 to his building. Such right of entry shall place no obligation on the entering party to maintain the land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

ARTICLE IX

GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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[Handwritten signatures and notes, including the name "J.S."]

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. For a period of one (1) year after the recording of this Declaration, no amendment, excepting those required by the Federal Mortgage Agencies, may be made by the Declarant unless the Declarant has the consent of one other member of Amberleigh Homeowners Association, Inc. For a period of one (1) year after the recording of this Declaration, the Developer may make any amendment required by the Federal Mortgage Agencies or the County of Fairfax, Virginia, as a condition of approval of the documents by the execution and recordation of such amendment following notice to all then Owners. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) per cent of the Lot Owners. Any amendment must be recorded.

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

Section 5. 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, sewer, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior wall of Living Units providing such company restores disturbed areas to the condition in which they were found.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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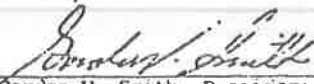
Section 7. Conflict. In the event of conflict among the Founding Documents, this Declaration shall control, then the Articles of Incorporation of the Association, then the By-Laws, except that in all cases where the Founding Documents may be found to be in conflict with statute, the statute shall control.

Section 8. Interpretation. Unless the context otherwise required, the use herein 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 9. Limitations. As long as the Developer has an interest in developing the Properties as defined in Article I, hereof, the Association may not use its financial resources to defray any costs of opposing the development activities so long as they remain consistent with the general intents of the Development Plan. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 18 day of FEBRUARY, 1961.

AMBERLEIGH LIMITED PARTNERSHIP, a
Virginia Limited Partnership, by
Miller and Smith, Inc., a Virginia
Corporation, General Partner

By: 
Gordon V. Smith, President of
Miller and Smith, Inc., a Virginia
Corporation, General Partner

LAW OFFICES
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