



DECLARATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by HUNTINGTON STATION LLC, a Virginia limited liability company, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Fairfax County, State of Virginia, which is more particularly described on the legal description attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, Declarant hereby declares that all of the Property described on Exhibit "A" hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property described on Exhibit "A" hereto, 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 Huntington Station Homeowners Association, Inc., a non-stock, non-profit corporation, its successors and assigns.

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

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

Section 4. "Common Area" shall mean any real property (including any improvements thereon) owned or to be owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Huntington Station LLC.

Tax Map 83-1-1-53B

Walsh, Coburn, Stahlhouse, Emerick & Linsley, P.C. 2200 Cameron Blvd., Suite 1200 Arlington, VA 22201-3859 Box 67

Prepared by and for

Section 7. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deeds of trust. "First Mortgage," as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 8. "Board of Directors" shall mean the executive organ of the Association elected or appointed pursuant to the Association's Bylaws.

Section 9. "Proffers" shall mean the proffers set forth in Fairfax County Rezoning file RZ 2001-MV-006.

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 suspend the right to use the Common Area (except any streets and roadways) and the voting rights of an Owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations. The right of the Association to assess charges against an Owner for violations of the Association's legal documents or rules or regulations for which the Owner, the Owner's family members, tenants, guests or invitees are responsible, provided that no such charges may be imposed until the Owner has been given the opportunity to be heard and represented by counsel before the Board of Directors. Notice of a hearing shall be hand delivered or mailed by certified delivery, return receipt requested, to the member at the address of record with the Association at least 14 days prior to the hearing. The amount of any charges so assessed shall not exceed the charges permitted by Section 55-513 of the Virginia Property Owners Association Act and shall be treated as an assessment against the Owner's Lot.

(b) The right of the Board of Directors to mortgage, dedicate or transfer all or any part of the Common Area to any public or municipal agency, authority or

utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members and further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication, mortgage, or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of each class of the then voting members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the members duly called for such purpose, except as described in Paragraph (g) below;

(c) The right of the Board of Directors to establish uniform rules and regulations pertaining to the use of and access to the Common Area and any facilities thereon;

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

(e) The right of the Board of Directors to regulate parking on the Common Area through the granting of easements or promulgation of rules and regulations;

(f) The right of the Board of Directors, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights of way or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the Common Area;

(g) The right of the Board of Directors to convey portions of the Common Area for purposes of boundary line adjustment with the Lots if required by the Declarant or other municipal agency and at no cost to the grantee, provided, however, that no such conveyance shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the Common Area; and

(h) Certain conservation easements exist on the Common Area. All existing trees and vegetation must remain undisturbed in these areas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Property. Any person(s) who has access to any part of the Common Area through any recorded easement(s) shall be subject to such rights and restrictions with respect to the easement area as are contained in this Declaration as if he were an Owner.

ARTICLE III

Membership and Voting Rights

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

Section 2. Voting Rights. The Association shall have two (2) 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 (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast with respect to any Lot.

Class B. The Class B member 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 a Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership;
- (ii) December 31, 2010; or
- (iii) such earlier time as Declarant in its sole discretion determines.

Notwithstanding the foregoing, in the event of annexation of any additional properties, Class B membership shall be revived with respect to all Lots owned by the Declarant on the annexed property. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (i) when the total votes outstanding in the Class A memberships in the annexed property equal the total votes outstanding in the Class B membership in such annexed property, or
- (ii) four (4) years from the date of recordation of the Deed of Dedication or Supplemental Declaration for such annexed property.

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 Property, 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 attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Basis of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the annual assessment shall be no more than Nine Hundred and No/100 Dollars (\$900.00) for Class A members.

(a) The Class B Member covenants and agrees to fund any operating budget deficits until the Class B Member has conveyed 75% of said Lots to Class A Members. The Class B Member shall also pay annual assessments on all Lots owned by the Class B Member upon which a dwelling unit has been completed and is occupied as a residence.

(b) The Board of Directors shall fix the annual assessments in advance of each fiscal year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area, including fixtures and personal property related thereto or any other areas of Association responsibility described herein. Any special assessment may be rescinded by a majority vote of each Class of Members in person or by proxy, at a meeting of the members convened within sixty (60) days of notice of the special assessment.

Section 5. Uniform Rate of Assessment. Except as otherwise provided in Section 3 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly, quarterly, semi-annual or annual basis, as determined by the Board of Directors.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Lot to a Class A Member. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer for the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association with the status of assessments on the Lots shall be binding on the Association on the date of its issuance.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be assessed a late fee and shall bear interest from the due date as shall be determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. 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 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 mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority;
- (b) the Common Area; and

Section 10. Reserves for Replacements. The Board of Directors shall establish and maintain a reserve fund for replacements of the Common Area and Pipestem Driveways by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Area may be expended only for the purpose of affecting the repair, replacement or improvement of the Common Area, major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Area. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 11. Initial Working Fund. The Board of Directors shall levy an "initial" assessment at settlement against the Owner of a Lot who is a Class "A" member at the time of conveyance. Such initial assessment shall \$100, and shall be used for commencing the business of the Association or any other purpose established by the Board of Directors.

ARTICLE V

Use Restrictions

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling, except as permitted by applicable local zoning ordinances.

Section 2. Except as may be permitted by Section 1 of this Article V, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant may use the Property for model home sites and display and sales offices during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except the permanent entrance sign and one (1)

sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the Lot for sale or rent and one (1) security system sign per Lot.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently. Garages may not be converted to living space or for any other primary use other than for parking and storage of vehicles. Except for Declarant's construction or sales purposes, no trailer, or similar equipment shall be permitted to remain upon the Property.

Section 6. No commercial, industrial or recreational vehicle (including boats) shall be parked on the Property without the written consent of the Board of Directors. No motorized vehicle may be used or maintained on the yards or sidewalks of any Lot or Common Area and no unlicensed vehicles are allowed on the Property. The Board of Directors shall have the right to tow any improperly parked vehicle or any vehicle, the keeping or parking of which in the Common Area violates this Declaration.

Section 7. The Board of Directors shall have the right to tow any disabled vehicle or other vehicle which is not street-worthy (i.e. no current registration plates or inspection sticker, etc.) which is on any part of the Common Area. The major repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out on any of the Lots or Common Areas.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lot subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. Pets must be leashed or otherwise controlled while on the Property and all pet waste collected and disposed of by the Owner. Owners will comply with all Fairfax County animal regulations.

Section 9. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Nothing herein shall be deemed to apply to the storage on the Property by Declarant of building materials during, and for use in, the construction of the improvements on the Property.

Section 10. No outside television antenna, radio antenna, satellite dish, direct broadcast satellite (DDS) dish, or similar structure shall be maintained on the Property

unless approval for such antenna or dish and the proposed location of thereof has been first obtained from the Board of Directors. In order to comply with the applicable rules of the Federal Communications Commission (FCC) relating to the installation of an antenna or dish of less than one meter in diameter, the Board of Directors shall act promptly on any request for erection thereof and any restrictions which the Board of Directors places on the installation of such antenna or dish of less than one meter in diameter shall not (1) unreasonably delay or prevent its installation, maintenance or use, (2) unreasonably increase the cost of its installation, maintenance or use, or (3) preclude reception of an acceptable quality signal.

Section 11. All Owners and occupants shall abide by the By-laws and any rules and regulations adopted by the Association. Rules and regulations shall be adopted and enforced pursuant to the Virginia Property Owners' Association Act. Any Owner, his tenants, guests or other invitees who violates the restrictions of this Declaration or the rules and regulations adopted by the Board of Directors shall be assessed a charge pursuant to Section 55-513 of the Virginia Property Owners' Association Act.

Section 12. Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and any rules and regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing and shall be for an initial term of not less than six (6) months.

Section 13. No Owner, occupant, or any other person shall place any object, equipment, structure or signage on the Common Area without prior written consent of the Board of Directors, except for such items as are specifically allowed in this Declaration.

Section 14. None of the foregoing restrictions shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the areas for which it is responsible; or

Section 15. During reasonable daylight hours the Declarant or member of the Board of Directors, or any other representative of any of them, shall have the right to enter upon and inspect any Lot for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE VI

Exterior Maintenance

Section 1. Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

Section 2. In the event an Owner shall fail to maintain his Lot and the improvements situated thereon, the Association or the Declarant shall have the right to enter upon said Lot, after reasonable notification of the Owner, 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 lien upon such Lot and such lien may be enforced in the same manner as an annual assessment levied in accordance with Section 8, Article IV hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish any such lien 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. No amendment to this Article VI shall affect the rights of the holder of any first mortgage on any Lot (of the indebtedness secured thereby); recorded prior to the recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

ARTICLE VII

General Provisions

Section 1. Enforcement. The Association, or any Owner, or any mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association. Failure by the Association or by any Owner or by any mortgagee of any Lot to enforce any covenant or restrictions herein contained or any provision of the Bylaws or Articles of Incorporation of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision

of the Bylaws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages.

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.

Section 3. Duration. Except where permanent easements or other permanent rights or interest are herein created, the covenants and restrictions of the 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 each.

Section 4. Amendment. Subject to the other limitations set forth in this Declaration, this Declaration may be amended by an instrument approved by not less than seventy-five percent (75%) of the Owners. The amendment instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording; provided, however, that no amendment shall be effective unless it is executed by at least one Class A member, should there be any Class A members.

Notwithstanding anything to the contrary herein contained, the Declarant reserves the right to amend this Declaration without the consent of any Owners, or any other persons claiming an interest in the Property or the Association if such amendment is necessary to (i) bring this Declaration into compliance with any rule, regulation or requirement of the Federal Housing Administration, The Federal National Mortgage Association, The Federal Home Loan Mortgage Corporation, or Fairfax County, Virginia; (ii) make non-material or corrective changes; (iii) reflect the relocation of boundary lines between the Common Area and any Lots or among any Lots, provided however that an approved resubdivision of the affected property is properly recorded.

Section 5. Annexation. Additional lots or property may be annexed to the Property by the Declarant without the consent of the Class A members of the Association.

Any annexations made pursuant to this Section, or otherwise, shall be made by recording a Supplementary Declaration among the land records of Fairfax County, which Supplementary Declaration shall extend the scheme of this Declaration to such annexed property or by the recordation of a deed of dedication or deed of subdivision for such additional property or any portion thereof which shall by its terms subject such additional property to the operation of the provision of this Declaration. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the consent of the Declarant. On the first day of the month following recordation of the above described Supplementary Declaration, deed of dedication or subdivision, all lots described in the Supplemental Declaration, deed of

dedication or subdivision shall be assessed a pro rata share of the annual assessments and any special assessments then due in accordance with Article IV, Section 3.

Except as otherwise provided herein, annexations to the Property shall require the consent of two-thirds (2/3) of the Class A members.

Section 6. Consents by Lenders. Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Owners, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of not less than two-thirds (2/3) in number of the holders of the first mortgages of record on the Lots:

(a) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or its facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, boundary line adjustments, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and its facilities by the members of the Association shall not be considered a transfer within the meaning of this Section 6; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any substantive provision of this Declaration, or of the Bylaws or of the Articles of Incorporation of the Association; or

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in the Declaration; or

(f) Waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearances of buildings or structures on the Lots, the exterior maintenance of buildings or structures on the Lots, the maintenance of the Common Area; or

(g) fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

(h) use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such Common Area.

Section 7. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in

excess of thirty (30) days and the Association shall promptly notify the holder of the first mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding.

Any first mortgages of any Lot may pay any taxes, utility charges or other charges levied against Common Area which are in default and which may or have become a charge or lien against Common Area and any such first mortgages may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the Common Area. Any first mortgagee who advances any such payment shall be due immediately reimbursement of the amount so advanced from the Association.

Section 8. Mortgage Notification and Presumptive Approval. Notwithstanding the foregoing, all notices and rights of Mortgagees shall pertain only to those Mortgagees who are listed with the Association. Each Owner must notify the Association of his Mortgagee's name and address. If any notice is given or consent requested pursuant to Section 6 and 7 above and the Mortgagee does not respond within thirty (30) days of such notice, then such Mortgagee shall be deemed to have approved such notice or consent.

Section 9. Casualty Losses. In the event of substantial damage or destruction to the Common Area, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the Lots. No provision of the Declaration, Articles of Incorporation or Bylaws of the Association shall entitle any Member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of the Common Area.

Section 10. Condemnation or Eminent Domain. In the event any part of the Common Area is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notices of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of this Declaration, Articles of Incorporation or the Bylaws of the Association shall entitle any Member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of the Common Area.

Section 11. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

ARTICLE VIII

Easements, Etc.

Section 1. General Easement. The Declarant and Association reserve the right and easement to the use of all Common Area, and any Lot or any portion thereof, as may be needed for repair, maintenance or construction on such Lot or any Lot or on any Common Area or as may be required for bond release.

Section 2. Crossover Easement. If the Owner (including the Declarant) of any Lot must, in order to make responsible repairs or improvements to a building on his Lot, enter or cross any Common Area, or a Lot of another Owner, such Owner shall have an easement to do so, providing that said Owner shall use the most direct, feasible route in entering and crossing over such an area and shall restore the surface so entered or crossed to its original condition, at the expense of said Owner.

Section 3. Blanket Easement. An easement is hereby retained in favor of Declarant and the Association over the Lots and any Common Area for installation of landscaping, construction of a common cable television system, a common sprinkler, trails, entrance sign or features, or any other item for the common enjoyment and/or benefit of the Owners. An easement is further granted for the purpose of the repair and maintenance of any item so constructed. Any entry upon any Lot or any Common Area to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association and/or Declarant harmless from the cost of repairing or replacing any portion damaged or destroyed by such Owner, his family, his guests or invitees.

Section 4. Easement and Right of Entry of Law Enforcement Officials, Etc. An easement and right of entry through and upon the Property is hereby granted to law enforcement officers, rescue squad personnel, fire fighting and other emergency personnel of the jurisdiction in which the Property is located, and to vehicles operated by said personnel while in the pursuit of their duties. Said emergency personnel shall also have the right of enforcement of cleared emergency vehicle access on roadways and driveways on the Property.

Section 5. Utility Easements. Easements over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, roof drains connected directly to storm sewer, drainage and sanitary sewer lines and facilities and the like are

hereby reserved by Declarant, together with the right to grant and transfer the same. Declarant also reserves the right to enter onto the Common Area for the purpose of completing the improvements thereon, and on the Lots, and for the further purpose of carrying out any defects in workmanship or materials in the Property or the improvements thereon.

The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities in favor of the Association shall be governed by the following:

(a) *Whenever water, sanitary sewer, roof drains connected directly to storm sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary thereof, to enter upon or have a utility company enter upon any portion of the Property in which said installation lie, to repair, replace and generally maintain said installations.*

(b) The right granted in Subparagraph (a), above, shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment and provided further that any one exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 6. Drainage Easement. Each Owner covenants to provide such easements for drainage and water flow as the contours of the Property and the arrangement of buildings by Declarant thereon requires. Declarant and the Association reserves an easement over all Lots and Common Area for the purpose of correcting any drainage deficiency and repair or replacement of interceptor drains.

ARTICLE IX

Architectural Control

Section 1. Building Restrictions. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alternation therein be made (including change in color) until the plans and

specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. The Board of Directors may appoint a committee of Owners to perform the review duties described in this Declaration.

Section 2. Review Process. The Board of Directors shall regulate the external design, appearance and locations of the Property and improvements thereon in such a manner so as to preserve and enhance values and to maintain harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Board of Directors shall:

- (a) Review and approve, modify or disapprove, within forty-five (45) days, all written applications of Owners for improvements or additions to Lots or for modifications and changes to the improvements to the Lots. All applications not acted upon within forty-five (45) days shall be deemed approved;
- (b) Periodically inspect the Property for compliance with architectural standards and approved plans for alteration;
- (c) Adopt procedures for the exercise of its duties; and
- (d) Maintain complete and accurate records of all actions taken.

Section 3. Declarant Exempt. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article IX shall not be applicable to the Declarant or any part of the Property owned by the Declarant.

ARTICLE X

Party Walls and Fences

The rights and duties of the Owners of Lots with respect to party walls and fences shall be governed by the following:

Section 1. General Rules of Law to Apply. Each wall which is constructed as a part of the original construction on the Property and any part of which is placed on the dividing line between separate Lots, shall constitute a party wall, and with respect to such wall, each of the adjoining Owners shall assume the burdens and be subject to an easement for that portion of a party wall on his Lot, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 2. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time) then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the party wall.

Section 3. Repairs Necessitated by Act of One Owner. If any such party wall is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as the original, without cost to the adjoining Owner.

Section 4. Other Changes. In addition to meeting the other requirements of these restrictive covenants, and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining Owner.

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

Section 6. Fences and Other Barriers. The provisions of this Article pertaining to party walls shall also govern any fence, other barrier or shared improvement which separates Lots and was originally installed by the Declarant (except for fences or barriers installed in connection with construction activities) and to any replacement thereof authorized by the Board of Directors. 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 7. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or fence or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties.

ARTICLE XI

Dissolution of Association

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

ARTICLE XII

Additional Covenants and Disclosures

Section 1. Compliance Fairfax County Zoning Ordinance. These covenants, conditions, restrictions and easements shall be subject to the regulations set forth in Section 2-702 of the Fairfax County Zoning Ordinance entitled "Common Open Space and Common Improvement Regulation" as said regulation may be amended from time to time.

Section 2. Site Plan Requirements. Except for such temporary construction facilities of Declarant, no building shall be permitted on the Common Area of the Property except those which were approved by Fairfax County, Virginia, in its final site plan concerning this Property or are subsequently approved as revisions to the final site plan.

Section 3. Maintenance. As set forth in Section 6 of the Proffers, the Association is responsible for the maintenance of the private streets, , the open space and tree save areas, recreational facilities and all other community owned land and improvements. The Association is also responsible for maintenance obligations for the private road that runs from Metrotech Parkway to the Property, pursuant to a Declaration of Easement recorded in Deed Book 11648 at Page 177.

Section 4. Tree Plan. The trees identified in the Tree Plan (as described in Section 4A of the Proffers for the Property) will be preserved as described therein. Pursuant to Section 6 of the Proffers, the trees identified in the Tree Plan to be preserved will not be disturbed except for the removal of diseased, dead or dying trees.

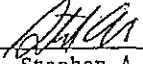
Section 5. Disclosure. Private streets are located in the Common Area. In addition, a portion of the Common Area is within a flood plain (shown as a flood plain easement on the subdivision plat for the Property).

Section 6. Sidewalk Maintenance Easement. In the Deed of Subdivision for the Property, the Owner has granted to the Association an easement over certain lots (Lots 8, 9, 16, 17, 43 and 44) for sidewalk purposes, including maintenance responsibility for the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument on the 23rd day of May, 2002.

HUNTINGTON STATION LLC, a
Virginia limited liability company

By: Carrhomes LLC, its Manager

By: 
Name: Stephen A. Ness
Title: Vice President

STATE OF VIRGINIA :
COUNTY OF Fairfax : to wit:

The foregoing instrument was acknowledged before me this 23rd day of
May, 2002, by Stephen A. Ness, Vice President,
of Carrhomes LLC, Manager of Huntington Station LLC, a Virginia
limited liability company.


Notary Public

My commission expires: November 30, 2004

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BK 13033 1581

EXHIBIT A

To Declaration of Covenants for Huntington Station

Lots 1 through 48, and Parcel A, Huntington Station, as duly dedicated, platted and recorded immediately prior hereto in the Deed of Subdivision for Huntington Station.

J:\CARR\HOME\21\Exhibit A, Huntington Station.doc

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06/18/2002
RECORDED FAIRFAX CO VA
TESTE: *[Signature]*
CLERK: *[Signature]*