

Prepared by and Return to:  
Walsh, Colucci, Stackhouse, Emrich & Lubeley  
2200 Clarendon Blvd., Suite 1300  
Arlington, VA 22201  
Attn: Chris Holaday

Tax Map No. \_\_\_\_\_

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

### RIDGETOP COMMONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration"), made this 24th day of April, 2001 by BROOKFIELD RIDGETOP, L.L.C., a Virginia limited liability company (the "Declarant"); and by RIDGETOP COMMONS HOMEOWNERS ASSOCIATION, INC., (the "Association"), Grantors.

### WITNESSETH

WHEREAS, Declarant is the owner of certain property located in Fairfax County, Commonwealth of Virginia, which is more particularly described on the legal description attached hereto and made a part hereof as Exhibit "A", said land being referred to as the "Property".

WHEREAS, the Association is the owner of Parcel A as described in the Exhibit "A" hereto.

NOW, THEREFORE, Declarant and Association hereby declare 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 future Owner thereof.

### ARTICLE I

#### Definitions

Section 1. "Association" shall mean and refer to Ridgetop Commons Homeowners Association, Inc., a non-stock, non-profit corporation, its successors and assigns.

Section 2. "Board of Directors" shall mean the executive organ of the Association elected or appointed pursuant to the Association's Bylaws.

Section 3. "Common Area" shall mean any real property (including any improvements thereon) owned and maintained by the Association for the common use and enjoyment of the Owners including entrance features and all private streets within the Property.

Section 4. "Declarant" shall mean and refer to Brookfield Ridgeway, L.L.C., so long as it shall own any part of the Property, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservation, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

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. "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 Mortgagee," as used herein, shall mean the holder of 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 7. "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 8. "Participating Builder" shall mean any entity or individual owning a Lot(s) for the purpose of constructing a dwelling unit(s) and identified by Declarant as a Participating Builder.

Section 9. "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 10. "Recreation Association" shall mean the Fairfax Center Recreation Association which is the organization of adjacent residential subdivisions including Ridgetop Commons which shall own and operate the swimming pool recreation facility in the Westcott Ridge subdivision. Covenants for this association are recorded in Deed book 11641 at page 253 among the land records of Fairfax County, Virginia. All Lot Owners are subject to these covenants.

## 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 Board of Directors to suspend the right to use the Common Area and the voting rights of an Owner for any period during which an assessment against his Lot remains unpaid; or 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, convey or transfer all or any part of the Common Area to any entity, 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 conveyance, 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 conveyance, transfer, purpose and conditions, at any special meeting of the members duly called for such purpose; except as described in paragraph (f);

(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 any Participating Builder (and their sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves, provided, however, that such use shall not be for a period of more than five (5) years after the conveyance of the Common Area to the Association, or the sale of all the residential Lots within the Properties, whichever is the earlier; provided, further, that no such use by Declarant or Participating Builders or their 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 Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements as needed, 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, or for any other purpose; 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;

(f) 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

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, 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, 2006; 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 provide services and promote the recreation, health, safety, and welfare of the residents in the Property, for the improvement and maintenance of the Common Area. The fees due to the Recreation Association from each Lot Owner for use of its facilities shall be separately assessed.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to a Class A member, the maximum annual assessment shall be Nine hundred and No/400 Dollars (\$900.00) for Class A members. The Class B member covenants and agrees to fund any operating budget deficits until the Class B member (Declarant) has conveyed 75% of said Lots to Owners, (other than to Declarant). The Class B member shall pay no other assessments on Lots which it owns except it shall pay full assessments on all Lots it owns upon which a dwelling unit has been completed and is occupied as a residence. Any Participating Builder shall pay twenty-five percent (25%) of the annual assessments for each Lot owned by a Participating Builder.

From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A member, the maximum annual assessment described above may be increased by the Board of Directors as required, without a vote of the Class A membership.

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 for any purpose which the Association is responsible. 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 or quarterly 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 date of 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 described in this Declaration 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 Mortgagee. 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 any First Mortgagee 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
- (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia, provided that no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Reserves for Replacements. The Board of Directors shall establish and maintain a reserve fund for replacements of the Common Area 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 their repair, replacement or improvement of major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature. 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 (other than a Participating Builder) at the time of conveyance. Such initial assessment shall be in the amount of \$200.00, 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 local zoning ordinances.

Section 2. Except as may be permitted by Section I 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.

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 Lot, 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 or Participating Builder'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 upon forty-eight (48) hours' notice posted on the vehicle.

Section 7. The Board of Directors shall have the right to tow any junk vehicle or other vehicle on which current registration plates are not displayed, which is within any Lot or on any part of the Common Area upon forty-eight (48) hours notice. 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 while on the Property and all pet waste collected and disposed of by the Owner. Owners shall 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 or Participating Builder 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, 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 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 alter, place or remove 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 or prohibited 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 Common Areas and its facilities; or

(c) Any Participating Builder, its officers, employees, agents or assigns in their development, marketing and sale of Lots.

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. No vegetation, grading, or landscaping shall be allowed which may interfere with stormwater drainage areas on the Lots.

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.

## 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. Invalidity 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 two thirds (2/3) of the members voting at a meeting of the members. 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; or (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 within the vicinity of the 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 First Mortgagees 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 First Mortgagee 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 First

Mortgagee 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 Mortgagee 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 First Mortgagee on the Lot which is the subject matter of such suit or proceeding. If the Association employs a management agent and then subsequently undertakes "self-management," it shall promptly give written notice of such occurrence to all of the First Mortgagees of record on the Lots.

Any First Mortgagee 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 Mortgagee 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 or the Articles of Incorporation or these 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 or the 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 trails, landscaping, construction of a common cable television system, a common sprinkler, 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 animal control, 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 reserves an easement over all Lots and Common Area for the purpose of correcting any drainage deficiency.

## 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. The Board of Directors may adopt design guidelines for the Property.

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 Participating Builder or any part of the Property owned by the Declarant or any Participating Builder.

## ARTICLE X

### Party Walls and Fences

The rights and duties of the Owners of Lots with respect to party walls and party 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, at their joint and equal expense.

Section 3. Repairs Necessitated by Act of One Owner. If any such party wall is damaged or destroyed through the act of one (1) 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 formerly, 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. Party Fences. The provisions of this Article shall also apply to any fence, other barrier or shared improvement between Lots which is installed by the Declarant or any Participating Builder and to any replacement thereof authorized by the Board of Directors. Otherwise the upkeep of any fence, barrier or improvement shall be the responsibility of the Owner who has had it installed.

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

### Merger or 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.

## ARTICLE XII

### Additional Covenants

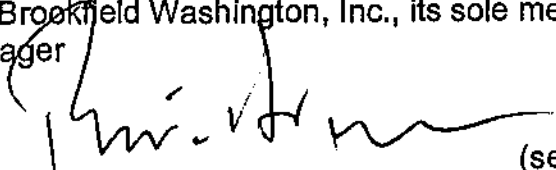
Section 1. Compliance Fairfax County Zoning Ordinance. These covenants, conditions, restrictions and easements shall be subject to the regulations set forth in Section 2-702 of the Fairfax County Zoning Ordinance entitled "Common Open Space and Common Improvement Regulation" as said regulation may be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

Section 2. 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.

WITNESS the following signatures and seals.

BROOKFIELD RIDGETOP, L.L.C., a Virginia limited liability company

BY: Brookfield Washington, Inc., its sole member and manager

By:  (seal)  
Name: Robert C. Hubbell  
Title: President

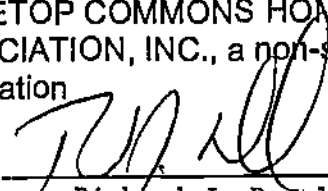
STATE OF Virginia :  
COUNTY OF Fairfax : to wit:

The foregoing instrument was acknowledged before me this 24th day of April, 2000, by Robert C. Hubbell, President of Brookfield Washington, Inc. sole member and manager of Brookfield Ridgetop, L.L.C.

  
Notary Public Joan May Siegel

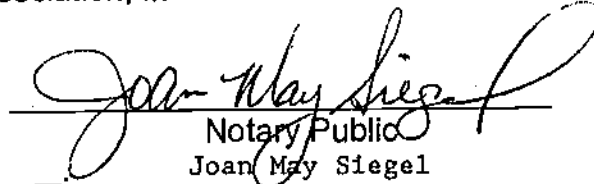
My Commission Expires: 7/31/04

RIDGETOP COMMONS HOMEOWNERS ASSOCIATION, INC., a non-stock, non-profit corporation

By:   
Name: Richard J. Dengler  
Title: President

STATE OF Virginia :  
COUNTY OF Fairfax : to wit:

The foregoing instrument was acknowledged before me this 24th day of  
April, 2001, by Richard J. Dengler, President  
of Ridgetop Commons Homeowners Association, Inc.

  
Notary Public  
Joan May Siegel

My commission expires: 7/31/04

[To be recorded on all for sale affordable dwellings]  
Revised as of 2/29/00

**GENERAL  
DECLARATION OF AFFORDABLE  
DWELLING UNITS COVENANTS  
(For-Sale Developments)**

THIS DECLARATION OF AFFORDABLE DWELLING UNITS COVENANTS  
("Declaration") is made as of the 9th day of NOVEMBER, 2001 by BROOKFIELD  
RIDGETOP L.L.C. ("Declarant") the owner of certain property ("Property") located in Fairfax  
County, Virginia as described on Exhibit A attached hereto and a part hereof.

**RECITALS**

- R-1. On December 11, 1989 the Board of Supervisors of Fairfax County, Virginia established an Affordable Dwelling Unit Program, as modified on March 30, 1998 ("Program"), to assist in providing affordable housing for persons with low and moderate income.
- R-2. The Program is intended to be administered in accordance with Part 8, Article 2 of the Fairfax County Zoning Ordinance and the regulations established with respect thereto (the ordinance and the regulations, as the same may be amended from time to time, are collectively referred to hereinafter as the "Ordinance").
- R-3. The Ordinance requires, in pertinent part, that owners of certain land seeking a rezoning or special exception for development of projects included in the Program provide a number of affordable dwelling units (collectively, the "Affordable Dwellings", each individually referred to as an "Affordable Dwelling") for sale to qualified purchasers, all in accordance with and under the conditions set forth in the Ordinance.
- R-4. Declarant has agreed that in consideration of benefits conferred upon Declarant under the Ordinance and in compliance with Declarant's obligations under the Program, the land described on Exhibit B attached hereto and made in part hereof, together with all

improvements thereon (collectively, the "ADUs", each individually referred to as an "ADU"), shall be designated as the Affordable Dwellings on the Property in compliance with the Ordinance.

**R-5.** The Ordinance provides that no Affordable Dwellings shall be offered for sale to the general public until the date ("Availability Date") on which all of the time periods referenced in Section 2-810 of the Ordinance have expired and the requirements therein have been fulfilled regarding the right to acquire Affordable Dwellings conferred by the Ordinance on (i) the Fairfax County Redevelopment and Housing Authority or its successor in interest ("Authority"), (ii) persons who met the income criteria established by the Authority and have received a Certificate of Qualification from the Authority ("Certified Purchasers") in accordance with the Ordinance, (iii) any non-profit housing groups ("Non-Profit Groups") designated in writing by the County Executive of Fairfax County or the successor to such position ("County Executive"). (The period from the date hereof until the Availability Date is referred to herein as the "Initial Control Period").

**R-6.** The Ordinance establishes certain conditions, limitations and controls on the Affordable Dwellings that are to remain in effect with regard to resale and occupancy of each of the Affordable Dwellings for a period (the "Initial Resale Control Period") beginning on the date the deed of conveyance from Declarant to the first purchaser of each of the Affordable Dwellings is recorded until fifteen (15) years thereafter. In addition the Ordinance establishes certain requirements applicable during the period (the "Extended Control Period") beginning upon expiration of the Initial Resale Control Period until the first resale of each of the Affordable Dwellings after expiration of the Initial Resale Control Period, pertaining to procedures with regard to the right of the Authority to acquire each of the Affordable Dwellings and contributions to the Fairfax County Housing Trust Fund. (The Initial Control Period, the Initial Resale Control

Period and the Extended Control Period shall be herein collectively referred to as the "Control Periods".)

R-7. The Ordinance further provides that with regard to each of the Affordable Dwellings, covenants shall be recorded that will run with the land in favor of the Authority for the Control Periods specifying certain terms and conditions of the Program applicable to each of the Affordable Dwellings.

R-8. In further compliance with the Ordinance under the terms of the Program, Declarant is making this Declaration as set forth below.

NOW, THEREFORE, Declarant hereby declares that the ADUs shall be subject to the covenants set forth herein ("Covenants") which shall be binding in accordance with the terms herein on Declarant and all Transferees of the ADUs until expiration of the applicable Control Periods. For purposes herein, Transferees shall be deemed all persons and entities that may hereafter acquire any interest whatsoever in any of the ADUs, or any part thereof, from Declarant, or any successor or assign of Declarant, or any other party, whether by sale, lease, assignment, hypothecation or any other means of transfer (any and all of the foregoing means of transfer being herein referred to as a "Transfer"), for the applicable Control Periods.

## ARTICLE I

### PRE-GENERAL SALE CONTROLS

During the Initial Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the Authority, the Certified Purchasers and the Non-Profit Groups shall have received the notices required by, and shall have been afforded the opportunity to purchase the ADUs in accordance with, Section 2-810 of the Ordinance.

ARTICLE II  
ORDINANCE CONTROLS

A. During the Initial Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made at sales price in excess of the maximum sales price permitted pursuant to Section 2-812 of the Ordinance.

B. During the Initial Resale Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made except in compliance with all other requirements of the Ordinance, including, without limitation, the obligation to offer each of the ADUs exclusively through the Authority for sixty (60) days each time any ADU is offered for sale, and the Authority shall have waived its option to acquire the ADU or the time period with respect thereto shall have expired, before offering such ADU for resale to any other party.

C. For the initial sale of any of the ADUs after expiration of the Initial Resale Control Period with respect thereto (the "First Applicable ADU Resale"), it shall first be offered exclusively to the Authority for sixty (60) days. To the extent the net sales price paid by the purchaser of the First Applicable ADU Resale, whether such purchaser is the Authority or another party if the Authority does not exercise its right to purchase after the Initial Resale Control Period as provided herein, exceeds the purchase price therefor paid by the immediate prior purchaser thereof, as such purchase price shall have been adjusted in accordance with the Ordinance, one-half (1/2) of such excess shall be contributed at the time of closing on the First Applicable ADU Resale to the Fairfax County Housing Trust Fund with the balance of such excess made available to the ADU seller.

D. During the Control Periods, each of the ADUs shall be subject to all provisions of the Ordinance.

E. During the Control Periods, all lenders or other parties who have or may seek to place a lien on any of the ADUs shall provide to the County Executive of Fairfax County,

Virginia and the Authority, or their successors, written notice of any delinquency or default under any mortgage, deed of trust, or other instrument or agreement that may permit a lien to be filed against any of the ADUs, and shall offer the Authority at least sixty (60) days in which to cure any such delinquency or default ("Right to Cure").

F. During the Control Periods, these Covenants shall be senior to all instruments subsequently recorded on the Property or any of the ADUs, and shall be binding upon all Transferees; provided, however, that if any ADU is sold to a bona fide purchaser for value at a foreclosure sale, the restrictions contained in these Covenants with regard to such ADU shall terminate if all requirements of Section 2-812(8) of the Ordinance have been satisfied, including the obligation of the secured lender benefited by the foreclosure to provide the Authority with the Right to Cure.

G. During the Extended Control Period, no Transfer of any of the ADUs, or any part thereof, shall be made unless the Authority shall have been given the exclusive right to acquire the ADU in accordance with Section 2-812(5) of the Ordinance.

### ARTICLE III

#### PRINCIPAL DOMICILE REQUIREMENTS

Any Transferee of an ADU, except for the Authority and any nonprofit housing development agencies or corporations approved expressly in writing by the County Executive, must occupy the ADU as such Transferee's principal domicile, and must not lease or rent or permit exclusive occupancy of the ADU to any other party or parties. Each year on or within thirty (30) days prior to June 1, the owner of each ADU shall submit to the Authority, without notice or demand therefor, an affidavit executed by such owner, on form designated by the Authority, certifying such owner's continuing occupancy of the ADU.

#### ARTICLE IV

##### DEED AND CONTRACT RESTRICTIONS

All deeds conveying any interest in any of the ADUs during the Control Periods shall contain language specifically reciting that the ADU is subject to these Covenants. Contracts pertaining to a Transfer of any of the ADUs, or any part thereof, during the Control Periods also shall contain a complete and full disclosure of the resale price restrictions and controls established by the Ordinance.

#### ARTICLE V

##### ASSIGNMENT OF RIGHTS TO AUTHORITY

Declarant, and Declarant's heirs, successors and assigns, hereby irrevocably assigns, transfers and conveys to the Authority, and any successors thereto, all right, title and interest to enforce and maintain in full force and effect, the terms, conditions, and requirements of these Covenants.

#### ARTICLE VI

##### RIGHT TO ENFORCE

If the Authority shall determine that any default has occurred under these Covenants, the Authority, or its successors, may enforce these Covenants by proceeding at law, or in equity, against the persons or entities violating or attempting to violate any of the Covenants herein contained, either to restrain any violation hereof or to recover damages, including attorneys' fees and the costs of collection, or to proceed against the applicable ADU in the enforcement of any lien or obligation created by or resulting from these Covenants as allowed under Section 2-817 of the Ordinance. No remedy conferred upon or reserved to the Authority by these Covenants is intended to be exclusive of any other available remedy or remedies, but each and every such

remedy is cumulative and in addition to every other remedy given under these Covenants and the Ordinance, existing at law or equity. No delay or omission to exercise any right or power conferred under the Ordinance or hereunder, will impair any such right or power or will be construed to be a waiver thereof. Notwithstanding the foregoing, nothing herein contained, or in the Ordinance, is intended to confer on the Authority a right to invalidate a Transfer made in violation hereof, or otherwise to cause a forfeiture or reversion of title to any of the ADUs. Any liens filed pursuant to the Ordinance shall not relate back in time, but shall be effective as of the date recorded.

#### ARTICLE VII

##### BINDING ON ALL SUCCESSORS

These Covenants are binding upon the ADU, upon the Declarant and the Declarant's heirs, successors and assigns, and upon all Transferees of title to each of the ADUs for the applicable Control Periods and shall run with the land.

#### ARTICLE VIII

##### NO AMENDMENTS

These Covenants cannot be amended, or released, unless by written instrument executed by the Authority until expiration of the Control Periods, except with respect to a foreclosure conducted in accordance with the Ordinance.

#### ARTICLE IX

##### SEVERABILITY

If any provisions of these Covenants shall be held invalid or unenforceable, such holdings shall not invalidate or make unenforceable any other provision hereof.

ARTICLE X

HEADINGS

The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

IN WITNESS WHEREOF, the Declarant, Brookfield Ridgetop L.L.C. has caused these presence to be executed on behalf of Brookfield Ridgetop L.L.C.

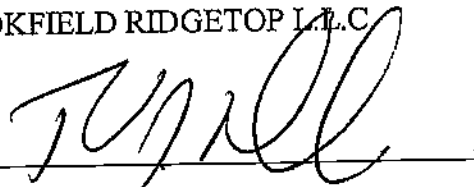
WITNESS:

DECLARANT:

BROOKFIELD RIDGETOP L.L.C.



By:



Name: Richard Dengler

Title: Vice President

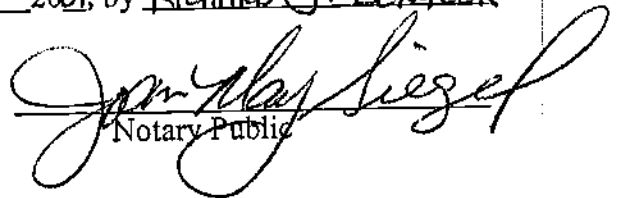
COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX: to-wit:

The foregoing instrument was acknowledged before me in the County of FAIRFAX, Virginia, this 9th day of NOVEMBER 2001, by RICHARD J. DENGLE

My Commission Expires:

7/31/04

  
Notary Public

DEED OF SUBDIVISION, DEDICATION, EASEMENT,  
VACATION, CONVEYANCE AND RELEASE AND  
DECLARATION OF COVENANTS

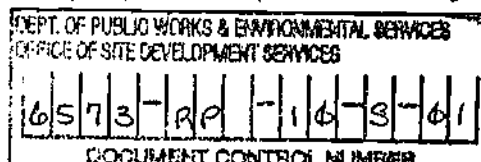
THIS Deed of Subdivision, Dedication, Easement, Vacation, Conveyance and Release and Declaration of Covenants made this 24<sup>th</sup> day of April, 2001, by and among **BROOKFIELD RIDGETOP, L.L.C.**, a Virginia limited liability company, Grantor (also called "Owner"); **RONALD W. TYDINGS** and **KENNON W. BRYAN, TRUSTEES**, Grantor, either of whom may act, ("Trustees"); **NOVA LAND TITLE COMPANY, EXCHANGE AGENT FOR OTIS R. POOL, TRUSTEE, AND FOR K.R. AUGST, JR., TRUSTEE**, Grantor ("Noteholder"); **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic, Grantee (also called "County"); and **RIDGETOP COMMONS HOMEOWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation, Grantee (also called "Association").

**\*\*WITNESSETH\*\***

WHEREAS, the Owner is the owner of certain real property located in Fairfax County, Virginia, as shown on the plat attached hereto (the "Property"), having acquired the Property by virtue of a deed recorded in Deed Book 11838 at page 1020 among the land records of Fairfax County, Virginia (the "Land Records"); and

WHEREAS, by deed of trust recorded among the Land Records in Deed Book 11838 at page 1024, (the "Deed of Trust"), the Property was conveyed in trust to secure the Trustees and to secure an indebtedness unto Noteholder; and

WHEREAS, It is the desire of the Owner, with the consent and approval of the Trustees and Noteholder, to subdivide the hereinafter described Property; to dedicate certain portions of the Property as private and public streets; to grant certain easements



unto the County; and to convey certain property to the Association, all as shown on a plat attached hereto and made a part hereof, entitled "Record Plat Ridge Top Road" made by Bowman Consulting Group and dated June 21, 2000 (the "Plat").

WHEREAS, it is the desire of the Owner, with the consent and approval of the Trustees and Noteholder, to subject the Property (or a portion thereof) to a certain Declaration of Covenants, Conditions and Restrictions (defined hereinafter as the "Declaration") as more particularly described herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, being the sole owners and proprietors and the only parties having any interest in the above-described Property, does hereby subdivide the Property into Lots 1 thru 116, inclusive, and Parcel A, Ridge Top Road Subdivision, as more particularly described on the Plat attached hereto and made a part hereof.

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, does hereby dedicate for public street purposes and convey unto the County, in fee simple, that portion of the Property consisting of 8,891 square feet, as more particularly shown on the Plat attached hereto and made a part hereof.

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, does hereby dedicate certain portions of the Property for private streets, as generally

depicted or as more particularly shown on the Plat attached hereto and made a part hereof. The private streets are intended for the benefit of the Association, all as more particularly set forth in the Declaration.

**[COUNTY INGRESS EGRESS]**

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, does hereby grant and convey unto the County, its successor and assigns, Ingress Egress Easement(s) for the purpose of Ingress and egress by County Emergency, Maintenance and Police Vehicles over and across Parcel A, (including all private streets) said Parcel A and easement(s) being more particularly bounded and described on the Plat attached hereto and made a part hereof. The easement(s) are subject to the following terms and conditions:

1. All streets, service drives, trails, sidewalks, driveways and all appurtenant facilities installed in the easement(s) and right(s)-of-way shall be and remain the property of the Owner, its successor and assigns, who shall properly maintain the property and said facilities.

2. The County and its agents shall have full and free use of the said easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-of-way including the right, but not the obligation to perform (if the Owner fails to do so) such repairs and maintenance as the County may deem necessary. The cost of such repairs and maintenance shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

3. The Owner, with the consent and approval of the Trustees and Noteholder, agrees that the agreements and covenants stated in this Deed are not covenants personal to the Owner but are covenants running with the land which are and shall be binding upon the Owner, its heirs, personal representatives, successors and assigns.

**[SIGHT DISTANCE EASEMENT]**

FURTHER WITNESSETH, that in consideration of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, hereby grants to the County, its successors and assigns, a Sight Distance easement(s) upon the property of the Owner, said property and easement(s) being more particularly bounded and described on the Plat attached hereto and Incorporated herein. The easement(s) are subject to the following terms and conditions:

1. The Owner, its successors and assigns, shall not place any structure, plant or object within the easement more than two feet in height.
2. The Owner, its successors and assigns, agrees to cut and trim all plants in order to maintain the height limit. The County shall have the right (but not the obligation) to enter the property in order to maintain the height limit if the Owner fails to do so at any time. The cost of such work shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.
3. The Owner reserves the right to make any use of the property that will not be inconsistent with the easement(s).
4. The Owner, with the consent and approval of the Trustees and Noteholder, agrees that the agreements and covenants stated in this Deed are not covenants personal to the Owner but are covenants running with the land which are and shall be binding upon the Owner, its heirs, personal representatives, successors and assigns.

**[STORM DRAINAGE]**

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars(\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder,

does grant and convey unto the County, its successors and assigns Storm Drainage Easement(s) for the purpose of constructing, operating, maintaining, adding to or altering present or future storm drainage facilities, sewers and appurtenances for the collection of storm drainage and its transmission through and across the property of the Owner, said property and easement(s) being more particularly bounded and described on the Plat attached hereto and made a part hereof. The easement(s) are subject to the following terms and conditions:

1. All storm drainage and appurtenant facilities which are installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the said easement(s) and right(s)-of-way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the rights-of-way and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance; and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences or other obstructions or facilities in or near the easement(s) being conveyed deemed by it to interfere with the proper construction, operation and maintenance of said drainage facilities; provided, however that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery, the sodding and the seeding of lawns and pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to make any use of the easement(s) herein granted which may not be inconsistent with the right herein conveyed or interfere with the use of said easement(s) by the County for the purposes named; provided, however, that no use shall be made of the easement(s) which shall interfere with the natural drainage.

**[SANITARY SEWER EASEMENT]**

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, does hereby grant and convey unto the County, its successors and assigns, sanitary sewer easement(s) for the purposes of constructing, operating, maintaining, adding or altering present or future sanitary sewer lines, plus necessary inlet structures, manholes and appurtenant facilities for the collection of sanitary sewage and its transmission through and across the property of the Owner, said Property and easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. These sanitary sewer easement(s) are subject to the following terms and conditions:

1. All sewers, manholes, inlet structures and appurtenant facilities which are installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the easement(s) and right(s)-of-way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the right-of-way and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement(s) being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said sewers; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to construct and maintain roadways over the easement(s) and to make any use of the easement(s) which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement(s) by the County for the purposes named; provided, however, that the Owner shall not erect any building or structure, except a fence, on the easement(s) without the prior written approval of the County.

**[DECLARATION OF COVENANTS]**

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, hereby subjects property consisting of Lot 1 thru 116, inclusive, and Parcel A to the Declaration of Covenants, Conditions, and Restrictions recorded immediately subsequent hereto (the "Declaration").

**[CONVEYANCE OF PARCELS]**

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, does hereby grant and convey with special warranty of title, unto the Association, the following property: Parcel A, as dedicated and platted herein. This conveyance is made subject to the easements, rights of way, restrictions and conditions contained in the deeds forming the chain of title to this property. Parcel A shall not be denuded, defaced or disturbed in any manner at any time without the approval of the appropriate County Department.

**[RELEASE/SUBORDINATION]**

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Trustees, as authorized to act by the Noteholder, as shown by their execution herein, do hereby release and discharge from the lien of the Deed of Trust those portions of the Property dedicated for public street purposes, and Parcel A conveyed to the Association pursuant to this Deed, and do hereby consent to and subordinate the lien of the Deed of Trust to the easement(s) granted herein as shown on the Plat, and to the Declaration/Supplementary Declaration as set forth herein.

To have and to hold that portion of the Property dedicated for public street purposes and Parcel A conveyed herein, unto the Owner, its successors and assigns, fully released and discharged from the lien and operation of the Deed of Trust.

It is expressly understood that the release of the portion of the Property described above from the lien of the Deed of Trust shall not affect in any way the lien of said Deed of Trust upon the remaining portion of the property not released hereby, and that the subordination of the lien of the Deed of Trust to the easement(s) granted herein and to the Declaration shall not otherwise affect the lien of the Deed of Trust, which remains in full force and effect.

**[COVENANTS REAL]**

The Owner, with the consent and approval of the Trustees and Noteholder, declares that the agreements and covenants stated in this Deed are not covenants personal to the Owner but are covenants real, running with the land.

**[FREE CONSENT]**

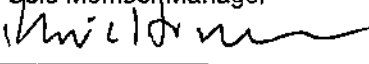
This Deed of Subdivision, Dedication, Easement, Vacation, Conveyance and Release and Declaration of Covenants is made with the free consent and in accordance with the desire of the undersigned owner(s), proprietor(s) and trustee(s), if any, of the above-described property, and is in accordance with the Statutes of Virginia and the ordinances in force in Fairfax County governing the platting and subdivision of land, and is approved by the proper authorities as is evidenced by their endorsements on said Plat attached hereto.

**[SIGNATURES ARE ON THE FOLLOWING PAGES.]**

WITNESS the following signatures and seals:

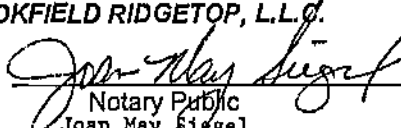
**BROOKFIELD RIDGETOP, L.L.C.**

By: **BROOKFIELD WASHINGTON, INC.**, its  
Sole Member/Manager

By:   
Robert C. Hubbell, President

COMMONWEALTH OF VIRGINIA :  
COUNTY OF Fairfax : to-wit

The foregoing Instrument was acknowledged before me this 24th day of April,  
2001, by **ROBERT C. HUBBELL, PRESIDENT, BROOKFIELD WASHINGTON, INC.,**  
**SOLE MEMBER/MANAGER OF BROOKFIELD RIDGETOP, L.L.C.**

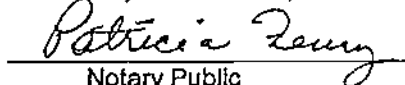
  
Notary Public  
Joan May Siegel

My Commission Expires: 7/31/04

  
RONALD W. TYDINGS, TRUSTEE

COMMONWEALTH OF VIRGINIA :  
COUNTY OF : to-wit

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of  
April, 2001, by RONALD W. TYDINGS, TRUSTEE.

  
Notary Public

My Commission Expires: July 31, 2002

Kennon W. Bryan - Trustee  
KENNON W. BRYAN, TRUSTEE

COMMONWEALTH OF VIRGINIA :  
COUNTY OF : to-wit

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of  
April, 2001, by KENNON W. BRYAN, TRUSTEE.

Emmet R. Morris  
Notary Public

My Commission Expires: 12/31/03

NOVA LAND TITLE COMPANY, EXCHANGE  
AGENT FOR OTIS R. POOL, TRUSTEE,  
NOTEHOLDER

By: Kennan W. Bryan  
Name: Kennan W. Bryan  
Title: President

COMMONWEALTH OF VIRGINIA :  
COUNTY OF : to-wit

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of  
APRIL, 2001, by KENNAN W. BRYAN PRESIDENT.

Ernest R. Morra  
Notary Public

My Commission Expires: 12/31/03

NOVA LAND TITLE COMPANY, EXCHANGE  
AGENT FOR K.R. AUGST, NOTEHOLDER

Trustee

By: [Signature]  
Name: Kennan W. Bryan  
Title: President

COMMONWEALTH OF VIRGINIA  
COUNTY OF

:  
: to-wit

The foregoing instrument was acknowledged before me, this 25<sup>th</sup> day of  
April, 2001, by Kennan W. Bryan, President.

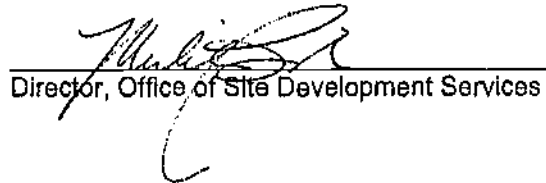
[Signature]  
Notary Public

My Commission Expires: 12/31/03

Accepted on behalf of The Board of Supervisors of Fairfax County, Virginia, by authority granted by the said Board.

APPROVED AS TO FORM:

  
County Attorney

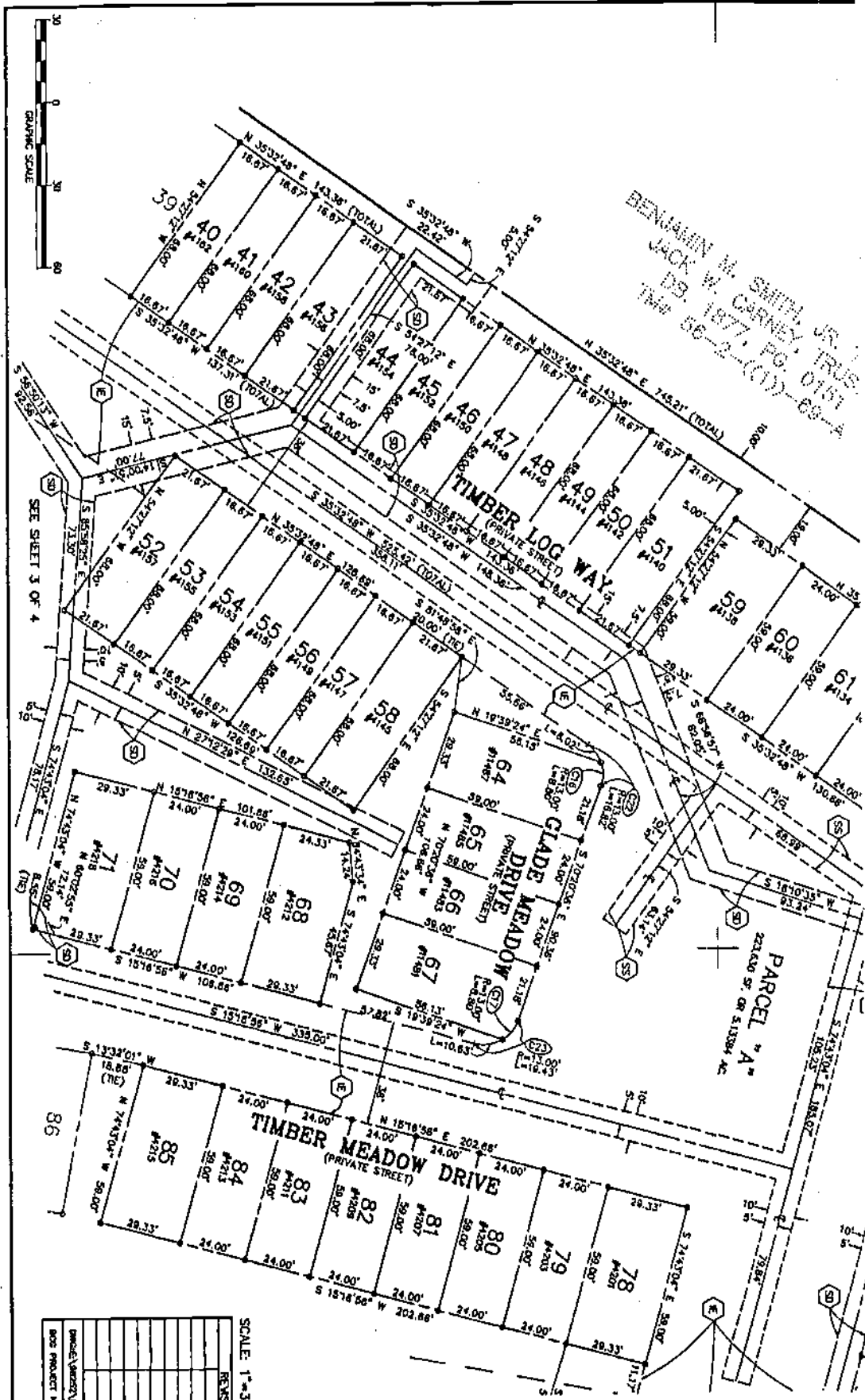
  
Director, Office of Site Development Services

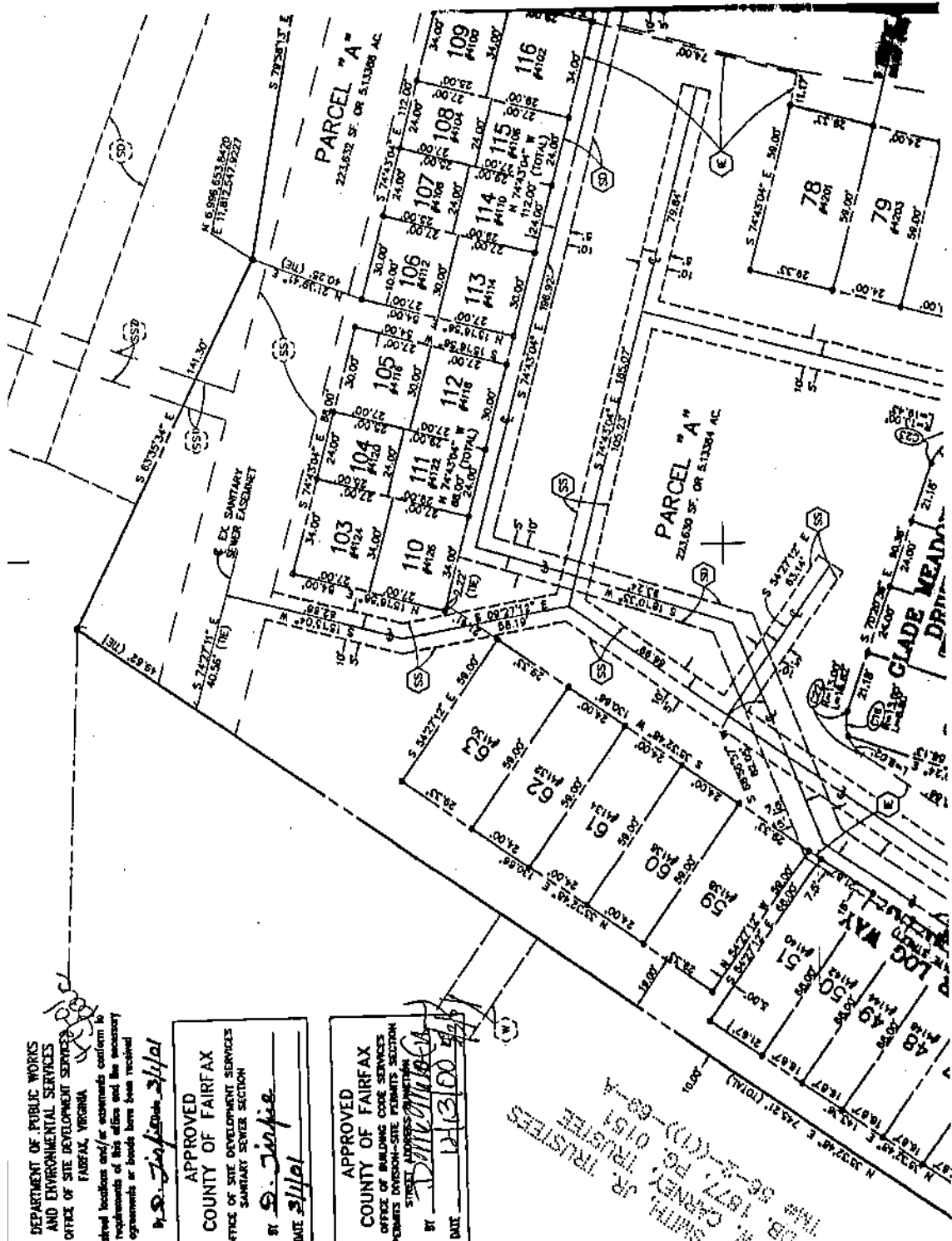
COMMONWEALTH OF VIRGINIA :  
COUNTY OF FAIRFAX : to-wit

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2001, by Michelle Breckner, Director, Office of Site Development Services, on behalf of the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA.**

  
Notary Public

My Commission expires: 06/30/04





DEPARTMENT OF PUBLIC WORKS  
AND ENVIRONMENTAL SERVICES  
OFFICE OF SITE DEVELOPMENT SERVICES  
FAIRFAX, VIRGINIA

All street locations and/or easements conform to the requirements of this office and the necessary agreements or bonds have been received.

12/13/00

APPROVED  
COUNTY OF FAIRFAX  
OFFICE OF SITE DEVELOPMENT SERVICES  
SANITARY SEWER SECTION  
BY D. J. J. J.  
DATE 12/13/00

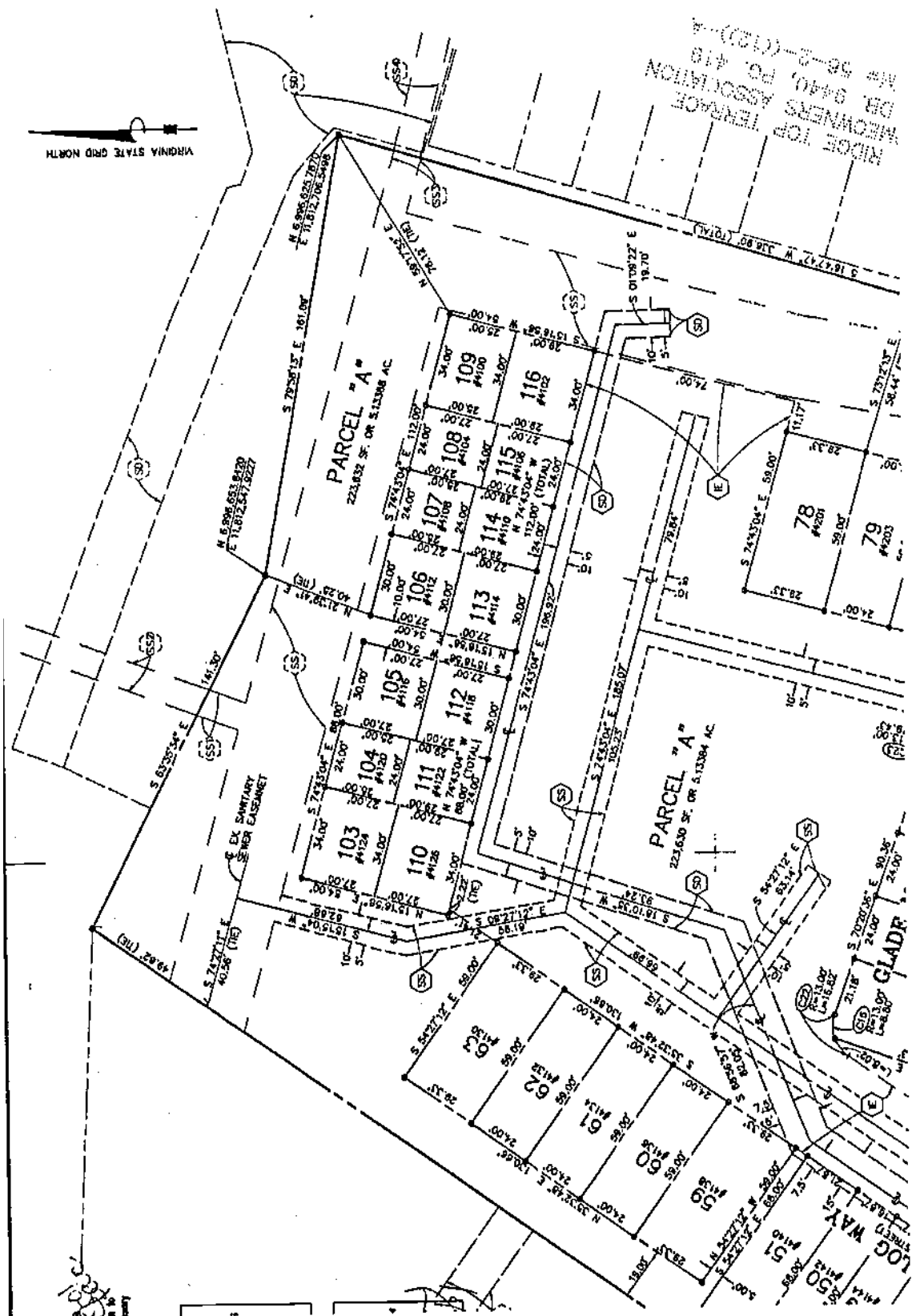
APPROVED  
COUNTY OF FAIRFAX  
OFFICE OF BUILDING CODE SERVICES  
PERMITS DIVISION-SITE PERMITS SECTION  
BY D. J. J. J.  
DATE 12/13/00

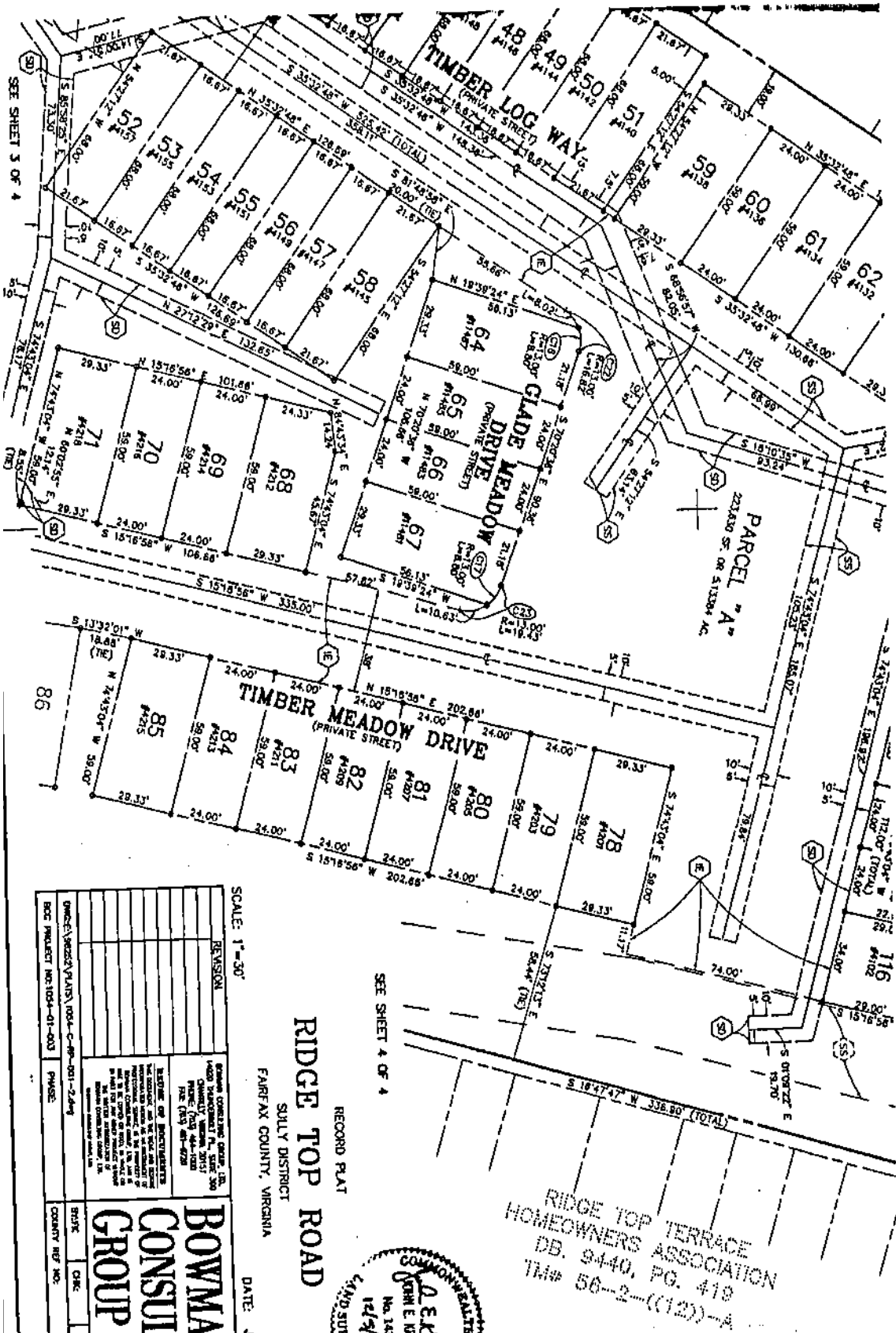
BENJAMIN M. SMITH, JR. TRUSTEES  
JACK W. CARMEN, TRUSTEE  
TMA# 58-2-(11)-69-A

S APPROVAL IS NOT A  
WARRANT TO PROVIDE  
PUBLIC SANITARY SEWER

FINAL PLAT  
RECOMMENDED FOR APPROVAL  
FAIRFAX COUNTY  
TE REVIEW BRANCH CHIEF  
A. M. Chen

APPROVED  
FOR  
BOARD OF SUPERVISORS  
FAIRFAX COUNTY, VIRGINIA  
ROYAL VOID IF PLAT IS NOT  
RECORDED FOR RECORD ON OR  
FORE





SEE SHEET 4 OF 4

# RIDGE TOP ROAD

RECORD PLAT  
SULLY DISTRICT  
FAIRFAX COUNTY, VIRGINIA

SCALE: 1"=30'

DATE: JUNE 21, 21

REVISION	DATE	BY	CHK	SHEET 2 OF 4
1. CORRECTED PLAT TO SHOW CORRECTIONS TO THE PLAT AS SUBMITTED TO THE COUNTY CLERK'S OFFICE FOR RECORDATION.	06/21/21	JOHN E. JORDAN	JOHN E. JORDAN	
2. CORRECTED PLAT TO SHOW CORRECTIONS TO THE PLAT AS SUBMITTED TO THE COUNTY CLERK'S OFFICE FOR RECORDATION.	06/21/21	JOHN E. JORDAN	JOHN E. JORDAN	
3. CORRECTED PLAT TO SHOW CORRECTIONS TO THE PLAT AS SUBMITTED TO THE COUNTY CLERK'S OFFICE FOR RECORDATION.	06/21/21	JOHN E. JORDAN	JOHN E. JORDAN	
4. CORRECTED PLAT TO SHOW CORRECTIONS TO THE PLAT AS SUBMITTED TO THE COUNTY CLERK'S OFFICE FOR RECORDATION.	06/21/21	JOHN E. JORDAN	JOHN E. JORDAN	
5. CORRECTED PLAT TO SHOW CORRECTIONS TO THE PLAT AS SUBMITTED TO THE COUNTY CLERK'S OFFICE FOR RECORDATION.	06/21/21	JOHN E. JORDAN	JOHN E. JORDAN	
6. CORRECTED PLAT TO SHOW CORRECTIONS TO THE PLAT AS SUBMITTED TO THE COUNTY CLERK'S OFFICE FOR RECORDATION.	06/21/21	JOHN E. JORDAN	JOHN E. JORDAN	
7. CORRECTED PLAT TO SHOW CORRECTIONS TO THE PLAT AS SUBMITTED TO THE COUNTY CLERK'S OFFICE FOR RECORDATION.	06/21/21	JOHN E. JORDAN	JOHN E. JORDAN	
8. CORRECTED PLAT TO SHOW CORRECTIONS TO THE PLAT AS SUBMITTED TO THE COUNTY CLERK'S OFFICE FOR RECORDATION.	06/21/21	JOHN E. JORDAN	JOHN E. JORDAN	
9. CORRECTED PLAT TO SHOW CORRECTIONS TO THE PLAT AS SUBMITTED TO THE COUNTY CLERK'S OFFICE FOR RECORDATION.	06/21/21	JOHN E. JORDAN	JOHN E. JORDAN	
10. CORRECTED PLAT TO SHOW CORRECTIONS TO THE PLAT AS SUBMITTED TO THE COUNTY CLERK'S OFFICE FOR RECORDATION.	06/21/21	JOHN E. JORDAN	JOHN E. JORDAN	



RIDGE TOP TERRACE  
HOMEOWNERS ASSOCIATION  
DB. 9440, PG. 419  
TM# 56-2-(12)-A

RECEIVED  
JACK W. B. 187  
MAY 26-1972

THIS APPROVAL IS NOT A  
COMMITMENT TO PROVIDE  
PUBLIC SANITARY SEWER

<b>FINAL PLAT</b>
RECOMMENDED FOR APPROVAL FAIRFAX COUNTY SITE REVIEW BRANCH CHIEF
<i>[Signature]</i> DATE 3/11/01
<b>APPROVED</b>
FOR BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA
<i>[Signature]</i> DATE 12/3/00
APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE

<b>APPROVED</b>
COUNTY OF FAIRFAX OFFICE OF SITE DEVELOPMENT SERVICES SANITARY SEWER SECTION
BY <i>S. Twifia</i> DATE 3/11/01

<b>APPROVED</b>
COUNTY OF FAIRFAX OFFICE OF PLANNING CODE SERVICES PROJECTS DIVISION-SITE PERMITS SECTION
BY <i>[Signature]</i> DATE 12/3/00

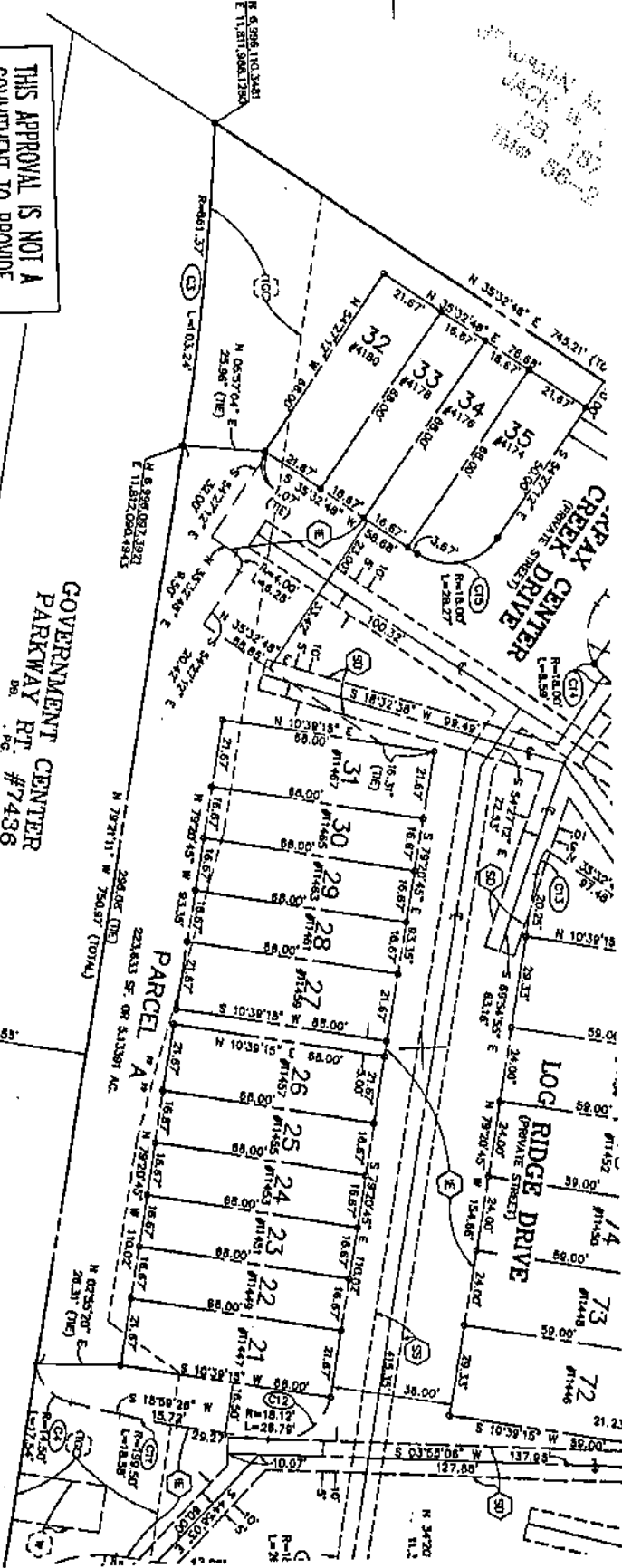
DEPARTMENT OF PUBLIC WORKS  
AND ENVIRONMENTAL SERVICES  
OFFICE OF SITE DEVELOPMENT SERVICES  
FAIRFAX, VIRGINIA  
All stated boundaries and/or easements conform to  
the requirements of this office and the necessary  
agreements or licenses have been received.  
By *S. Twifia* 3/11/01



SCALE 1"=

RECORD	
INDEXED	
NOT INDEXED	

GOVERNMENT CENTER  
PARKWAY RT. #7438  
DR. PC.



MINNAPOLIS STATE ORIO NORTH

JENNIFER M. SMITH, JR. TRUSTEES  
 JACK W. GARNER, JR. TRUSTEES  
 DB, 1977, PG. 0151  
 TAP 66-2-(11)-69-4



DEPARTMENT OF PUBLIC WORKS  
AND ENVIRONMENTAL SERVICES  
OFFICE OF SITE DEVELOPMENT SERVICES  
FARMER, VIRGINIA

At street locations tool or equipment conform to  
the requirements of this office and the necessary  
agreements or bonds have been received

By: S. Tolpeltin 3/1/01



REVISION 1. 11/1/84 2. 11/1/84 3. 11/1/84 4. 11/1/84 5. 11/1/84 6. 11/1/84 7. 11/1/84 8. 11/1/84 9. 11/1/84 10. 11/1/84 11. 11/1/84 12. 11/1/84 13. 11/1/84 14. 11/1/84 15. 11/1/84 16. 11/1/84 17. 11/1/84 18. 11/1/84 19. 11/1/84 20. 11/1/84 21. 11/1/84 22. 11/1/84 23. 11/1/84 24. 11/1/84 25. 11/1/84 26. 11/1/84 27. 11/1/84 28. 11/1/84 29. 11/1/84 30. 11/1/84 31. 11/1/84 32. 11/1/84 33. 11/1/84 34. 11/1/84 35. 11/1/84 36. 11/1/84 37. 11/1/84 38. 11/1/84 39. 11/1/84 40. 11/1/84 41. 11/1/84 42. 11/1/84 43. 11/1/84 44. 11/1/84 45. 11/1/84 46. 11/1/84 47. 11/1/84 48. 11/1/84 49. 11/1/84 50. 11/1/84 51. 11/1/84 52. 11/1/84 53. 11/1/84 54. 11/1/84 55. 11/1/84 56. 11/1/84 57. 11/1/84 58. 11/1/84 59. 11/1/84 60. 11/1/84 61. 11/1/84 62. 11/1/84 63. 11/1/84 64. 11/1/84 65. 11/1/84 66. 11/1/84 67. 11/1/84 68. 11/1/84 69. 11/1/84 70. 11/1/84 71. 11/1/84 72. 11/1/84 73. 11/1/84 74. 11/1/84 75. 11/1/84 76. 11/1/84 77. 11/1/84 78. 11/1/84 79. 11/1/84 80. 11/1/84 81. 11/1/84 82. 11/1/84 83. 11/1/84 84. 11/1/84 85. 11/1/84 86. 11/1/84 87. 11/1/84 88. 11/1/84 89. 11/1/84 90. 11/1/84 91. 11/1/84 92. 11/1/84 93. 11/1/84 94. 11/1/84 95. 11/1/84 96. 11/1/84 97. 11/1/84 98. 11/1/84 99. 11/1/84 100. 11/1/84 101. 11/1/84 102. 11/1/84 103. 11/1/84 104. 11/1/84 105. 11/1/84 106. 11/1/84 107. 11/1/84 108. 11/1/84 109. 11/1/84 110. 11/1/84 111. 11/1/84 112. 11/1/84 113. 11/1/84 114. 11/1/84 115. 11/1/84 116. 11/1/84 117. 11/1/84 118. 11/1/84 119. 11/1/84 120. 11/1/84 121. 11/1/84 122. 11/1/84 123. 11/1/84 124. 11/1/84 125. 11/1/84 126. 11/1/84 127. 11/1/84 128. 11/1/84 129. 11/1/84 130. 11/1/84 131. 11/1/84 132. 11/1/84 133. 11/1/84 134. 11/1/84 135. 11/1/84 136. 11/1/84 137. 11/1/84 138. 11/1/84 139. 11/1/84 140. 11/1/84 141. 11/1/84 142. 11/1/84 143. 11/1/84 144. 11/1/84 145. 11/1/84 146. 11/1/84 147. 11/1/84 148. 11/1/84 149. 11/1/84 150. 11/1/84 151. 11/1/84 152. 11/1/84 153. 11/1/84 154. 11/1/84 155. 11/1/84 156. 11/1/84 157. 11/1/84 158. 11/1/84 159. 11/1/84 160. 11/1/84 161. 11/1/84 162. 11/1/84 163. 11/1/84 164. 11/1/84 165. 11/1/84 166. 11/1/84 167. 11/1/84 168. 11/1/84 169. 11/1/84 170. 11/1/84 171. 11/1/84 172. 11/1/84 173. 11/1/84 174. 11/1/84 175. 11/1/84 176. 11/1/84 177. 11/1/84 178. 11/1/84 179. 11/1/84 180. 11/1/84 181. 11/1/84 182. 11/1/84 183. 11/1/84 184. 11/1/84 185. 11/1/84 186. 11/1/84 187. 11/1/84 188. 11/1/84 189. 11/1/84 190. 11/1/84 191. 11/1/84 192. 11/1/84 193. 11/1/84 194. 11/1/84 195. 11/1/84 196. 11/1/84 197. 11/1/84 198. 11/1/84 199. 11/1/84 200. 11/1/84 201. 11/1/84 202. 11/1/84 203. 11/1/84 204. 11/1/84 205. 11/1/84 206. 11/1/84 207. 11/1/84 208. 11/1/84 209. 11/1/84 210. 11/1/84 211. 11/1/84 212. 11/1/84 213. 11/1/84 214. 11/1/84 215. 11/1/84 216. 11/1/84 217. 11/1/84 218. 11/1/84 219. 11/1/84 220. 11/1/84 221. 11/1/84 222. 11/1/84 223. 11/1/84 224. 11/1/84 225. 11/1/84 226. 11/1/84 227. 11/1/84 228. 11/1/84 229. 11/1/84 230. 11/1/84 231. 11/1/84 232. 11/1/84 233. 11/1/84 234. 11/1/84 235. 11/1/84 236. 11/1/84 237. 11/1/84 238. 11/1/84 239. 11/1/84 240. 11/1/84 241. 11/1/84 242. 11/1/84 243. 11/1/84 244. 11/1/84 245. 11/1/84 246. 11/1/84 	
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SCALE: 1"=30'

FAIRFAX COUNTY, VIRGINIA

DATE: JUNE 21, 2000

**RIDGE TOP ROAD**

RECORD PLAT

**SULLY DISTRICT**

FAIRFAX COUNTY, VIRGINIA

DATE: JUNE 21, 2000

**SUPPLEMENTARY DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS**

**FAIRFAX CENTER RECREATION ASSOCIATION**

**THIS SUPPLEMENTARY DECLARATION** is made as of this 10<sup>th</sup> day of May, 2001, by **WINCHESTER HOMES, INC.**, a Delaware corporation ("Winchester"), Grantor; **CENTEX HOMES**, a Nevada general partnership ("Centex"), Grantor; and **BROOKFIELD RIDGETOP, L.L.C.** ("Brookfield"), Grantor.

WHEREAS, Winchester and Centex are parties to the Fairfax Center Recreation Association Declaration of Covenants, Conditions, Restrictions and Easements, recorded among the land records of Fairfax County, Virginia in Deed Book 11641 at page 253, which document has been amended by virtue of an Amendment to Declaration recorded in Deed Book 11678 at page 373 (collectively, the "Declaration"); and

WHEREAS, by virtue of a deed recorded in Deed Book 11838 at page 1020, Brookfield is the owner of property more particularly described in Exhibit C of said Declaration, which property has subsequently been subdivided into Lots 1 through 116, Ridge Top Road Subdivision, by virtue of a Deed of Subdivision recorded in Deed book 11890 at page 928 ("Brookfield Property"); and

WHEREAS, as contemplated by the Declaration, the parties hereto desire to submit the Brookfield Property to the Declaration.

NOW, THEREFORE, by rights established in Section 8.10(c) of the Declaration, Brookfield (being the "Coscan Property Owner" as said term is defined in the Declaration),

along with Winchester and Centex, hereby declare that Brookfield Property described herein shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration.

WITNESS the following signatures:

WINCHESTER HOMES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF VIRGINIA:  
CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by \_\_\_\_\_, \_\_\_\_\_ of Winchester Homes, Inc.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**CENTEX HOMES, A Nevada General Partnership**

By: Centex Real Estate Corporation Managing General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF  
COUNTY OF

:  
: to-wit

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_, \_\_\_\_\_ of Centex Real Estate Corporation, managing General Partner of CENTEX HOMES.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Standalone Cover Sheet Version 1.0

Page 1 of 1

## Fairfax County Land Records Cover Sheet - FAIRFAX CTR REC ASSN

**Instrument(s)**

CONVENANT MODIFICATION

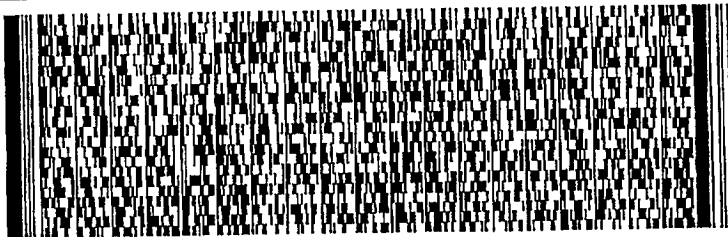
**Grantor(s)**

WINCHESTER HOMES \_F\_N; CENTEX HOMES \_F\_N; BROOKFIELD RIDGETOP LLC \_F\_N; ...

**Grantee(s)**

RIDGE TOP SUBDIVISION LOTS 1 THRU 116 \_F\_N

Consideration		Consideration %	100
Tax Exemption	None	Amount Not Taxed	
DEM Number		Tax Map Number	056-2- /01/ /0006
Original Book		Original Page	
Title Company	WALSH COLUCCI	Title Case	506.15
Property Descr.	RIDGE TOP SUBDIVISION LOTS 1-116		
Certified	No	Copies	0
		Page Range	



SUPPLEMENTARY DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS

FAIRFAX CENTER RECREATION ASSOCIATION

THIS SUPPLEMENTARY DECLARATION is made as of this 9<sup>th</sup> day of May, 2001, by WINCHESTER HOMES, INC., a Delaware corporation ("Winchester"), Grantor; CENTEX HOMES, a Nevada general partnership ("Centex"), Grantor; BROOKFIELD RIDGETOP, L.L.C., a Virginia limited liability company ("Brookfield"), Grantor, and RIDGE TOP LLC, a Virginia limited liability company ("Ridge Top"), Grantor.

WHEREAS, Winchester and Centex are parties to the Fairfax Center Recreation Association Declaration of Covenants, Conditions, Restrictions and Easements, recorded among the land records of Fairfax County, Virginia in Deed Book 11641 at page 253, which document has been amended by virtue of an Amendment to Declaration recorded in Deed Book 11678 at page 373 (collectively, the "Declaration"); and

WHEREAS, Brookfield and Ridge Top are the owners of the property described in Exhibit C of said Declaration, which property has subsequently been subdivided into Lots 1 through 116, Ridge Top Road Subdivision, by virtue of a Deed of Subdivision recorded in Deed Book 11890 at page 928 (said lots being defined as the "Property"); and

WHEREAS, by virtue of a deed recorded in Deed Book 11838 at page 1020, Brookfield is the owner of the portion of the Property known as Lots 1 through 58, and 103 through 116, and by virtue of a deed recorded in Deed Book 11917 at page 826, Ridge Top is the owner of Lots 59 through 102; and

WHEREAS, as contemplated by the Declaration, the parties hereto desire to submit the Property to the Declaration.

NOW, THEREFORE, by rights established in Section 8.10(c) of the Declaration, Brookfield and Ridge Top (being collectively the "Coscan Property Owner" as said term is defined in the Declaration), along with Winchester and Centex, hereby declare that the


Tax Map 056-2-01-6

Prepared by [Signature] for WASH COUNTY  
B-1 67

Property (consisting of Lots 1 through 116, Ridge Top Subdivision) described herein shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration.

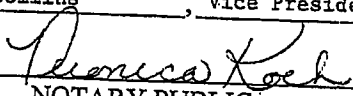
WITNESS the following signatures:

WINCHESTER HOMES, INC.

By:   
Name: Christopher D. Collins  
Title: Vice President

STATE OF VIRGINIA:  
CITY/COUNTY OF FAIRFAX:

The foregoing instrument was acknowledged before me this 8th day of June, 2001 by Christopher D. Collins, Vice President of Winchester Homes, Inc.

  
NOTARY PUBLIC

My Commission Expires: January 31, 2002.

CENTEX HOMES, A Nevada General  
Partnership

By: Centex Real Estate Corporation Managing  
General Partner

By: [Signature]  
Name: Robert K. Davis  
Title: Division President

STATE OF  
COUNTY OF

:  
: to-wit

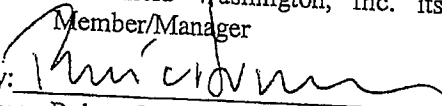
The foregoing instrument was acknowledged before me this 9th day of  
May, 2001, by Robert K. Davis, Division President of  
Centex Real Estate Corporation, managing General Partner of CENTEX HOMES.

[Signature]  
Notary Public

My Commission Expires: January 31, 2003

**BROOKFIELD RIDGETOP, L.L.C.**


By: Brookfield Washington, Inc. its Sole  
Member/Manager

By:   
Name: Robert C. Hubbell  
Title: President

STATE OF Virginia  
COUNTY OF Fairfax

:  
:to-wit

The foregoing instrument was acknowledged before me this 10th day of  
May, 2001, by ROBERT C. HUBBELL, PRESIDENT OF BROOKFIELD  
WASHINGTON, INC.

  
Notary Public  
Joan May Siegel

My Commission Expires: 7/31/04

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**RIDGE TOP, LLC**, a Virginia limited liability  
Company

By: /  
Craftstar Homes, Inc., its sole Managing  
Member

By: Curtis W Adkins  
Name: Curtis W Adkins  
Title: Vice President

STATE OF Virginia :  
COUNTY OF Fairfax :to-wit

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of  
July, 2001, by Curtis W Adkins, Vice President of Craftstar  
Homes, Inc., sole Managing Member of **RIDGE TOP, LLC**.

Dorinda M. Mace  
Notary Public

My Commission Expires: 9/31/02

J:\CENTEX\506.15\SUPP DEC.doc  
6/7/01

RIDGE TOP, LLC, a Virginia limited liability  
Company

By: Craftstar Homes, Inc., its sole Managing  
Member

By: Curtis W Adkins  
Name: Curtis W Adkins  
Title: Vice President

STATE OF Virginia :  
COUNTY OF Fairfax :to-wit

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of  
July, 2001, by Curtis W Adkins, Vice President of Craftstar  
Homes, Inc., sole Managing Member of RIDGE TOP, LLC.

Domenica  
Notary Public

My Commission Expires: 8/31/02

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6/7/01