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Return to Equity Resources, Inc.
12500 Fair Lakes Circle, Suite 260
Fairfax, Virginia 22033

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

SUPPLEMENTARY DECLARATION is made this 20th day of February, 1996, by Equity Resources, Inc., a Virginia Corporation (the "Developer").

WHEREAS, Developer is the owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein becomes subject to the Wexford Declaration of Covenants, Conditions and Restrictions and also becomes subject to the provisions hereinafter set forth;

NOW THEREFORE, Developer hereby declares that all of the property described herein, together with such additions as may hereafter be made thereto as provided in Article II hereto, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth hereinafter in the Wexford Declaration of Covenants, Conditions and Restrictions dated February 6, 1992, and recorded in Deed Book 1867, at page 1363, among the land records of Prince William County, Virginia, and subject to the covenants, conditions, restrictions, easements, charges, and liens set forth hereinafter.

ARTICLE I

NEIGHBORHOOD DESIGNATION

Lots 1-77 both inclusive, Parcel D, Section 3, Wexford, Prince William County, Virginia, as duly dedicated, platted, subdivided, and recorded in Deed Book 2311, at page 1903, of the aforesaid land records, are hereby designated as a Neighborhood of the

Wexford Community and shall be known as Whittier Neighborhood.

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots 1-77 both inclusive, Parcel D, Section 3, Wexford, Prince William County, Virginia.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Limits may be added to this Neighborhood by the Developer or a Builder (with the consent of the Developer), without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record a Supplementary Declaration with respect to such land which designates it as part of the Neighborhood and by filing with the Conservancy the plat and plans for such addition.

ARTICLE III

NEIGHBORHOOD ASSESSMENTS

Section 1. Purpose. Neighborhood Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Neighborhood. Such services may include: maintenance and operation of any Neighborhood Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Neighborhood Common Area, providing service to the Living Units in the

Neighborhood, such as trash removal, and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment including those streets constructed on the Neighborhood Common Area.

Section 2. Basis of Assessment. For Neighborhood Assessment purposes, there shall be two classes of Assessable Units, all of which shall be assessed at a uniform rate within each class.

Class 1. All Living Units which are or have been occupied by a Single Family shall be assessed at one hundred percent (100%) of the Neighborhood Assessment.

Class 2. All Living Units or Lots not otherwise assessable under Class 1 provisions shall be assessed at twenty-five percent (25%) of the Neighborhood Assessment.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following commencement of assessments in the Neighborhood, the maximum annual Neighborhood Assessment shall be THREE HUNDRED DOLLARS (\$300.00) per year.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the twelve (12) month period ending April 30, in the Consumer Price Index, or equivalent, as published by the

U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next fiscal year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of two-thirds (2/3) of each class of Members who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Conservancy against Assessable Units in the Neighborhood, and collected and disbursed by the Conservancy. As provided in the Declaration, by a vote of two-thirds (2/3) of the Trustees, the Board shall fix the annual Neighborhood Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Neighborhood.

Section 6. Reserve Accounts. The Board of Trustees shall maintain in a separate interest-bearing account or separately account for reserves for the repair and replacement of capital items located in the Whittier Neighborhood collectively and maintained by the Conservancy as provided in the Declaration.

ARTICLE IV

PARKING

The Conservancy shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Neighborhood Common Area for the benefit of all Owners of Lots or Living Units within the Neighborhood, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Prince William County subject to reasonable rules to prevent unreasonable adverse impact on adjacent Lots and Living Units. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent

thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

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

(b) Parking of all commercial and recreational vehicles and related equipment, including boats and boat trailers, other than on a temporary and non-recurring basis, shall be in garages or in areas approved by the Conservancy for such parking. No such area for approved parking is currently contemplated by the Conservancy. There shall be no parking of commercial and recreational vehicles anywhere within public view; parking of commercial and recreational vehicles shall be restricted entirely to garages and enclosed areas. If a truck mounted camper is to be an Owner's primary means of transportation, it shall not be considered a recreational vehicle providing it meets the following conditions: (a) the vehicle is moved on a daily basis; (b) it is parked within a garage or driveway; and (c) if the camper is removed, it shall be stored in an area screened from all surrounding property.

Section 4. Pets. Subject to limitations as may from time to time be set by the Conservancy, generally recognized house or yard

pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No exterior clothes lines or other exterior clothes drying apparatus shall be permitted on any lot.

Section 6. Antennae. Exterior televisions or other antennae are prohibited, unless approved in writing by the Architectural Review Board. It is initially contemplated that no exterior antennae will be permitted.

Section 7. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned in violation of Prince William County law.

Section 9. Signs. No sign, message or symbol of any type (including the arrangement of shrubs and other landscaping to form a message or symbol) shall be displayed to public view on any Lot or the Common Area without the prior written approval of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Conservancy

shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material, and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Neighborhood.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Storage of Firewood. Storage of firewood shall be restricted to rear yards and all firewood storage locations must be approved in writing by the Architectural Review Board.

Section 15. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on Prince William County approved site plans may be cut without prior approval of the Architectural Review Board. The Conservancy shall set rules for

cutting of trees to allow for selective clearing or cutting.

Section 16. Leases. All leases within the Neighborhood shall be for a minimum of six (6) months. Leases shall be valid only if the tenant acknowledges receipt of a copy of the rules and regulations of the Conservancy and the Lease shall state such acknowledgement. Approved lease language meeting this requirement will be provided by the Board of Trustees.

Section 17. Rules. From time to time the Board of Trustees shall adopt rules, including, but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a two-thirds (2/3) vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 18. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer or a Builder is engaged in developing or improving any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection, and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units

having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

ARTICLE VI

PARTY WALLS AND FENCES

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

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

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

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or

otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or party fence without cost to the other adjoining Lot Owner or Owners.

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

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

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

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

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

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

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be canceled except upon ten (10) days written notice to the Conservancy.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Conservancy may

(but shall not be obligated to) obtain such insurance and/or make such payment for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

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

ARTICLE VIII

NEIGHBORHOOD COMMON AREA

The following property is hereby designated as Neighborhood Common Area, and defined in Article I, Section 19 of the Declaration, for the benefit of Whittier Neighborhood, Parcel D, Section 3, Wexford, Prince William County, Virginia.

ARTICLE IX

RESERVATION OF POWER OF ATTORNEY TO GRANT EASEMENTS

There shall be and is hereby reserved to the Developer and its successors and assigns, the right with respect to the Lots and Parcels subject to this Supplementary Declaration, to grant easements required by a Government Agency or Authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This right shall continue for a period of sixty (60) months from date hereof, or until the earlier release of all public improvement bonds and acceptance of streets for public maintenance concerning the Lots and Parcels subject to this Supplementary Declaration.

ARTICLE X

GENERAL PROVISIONS

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

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class B Members, if any, the Conservancy and the Owners of not less than two-thirds (2/3) of the votes of each class of Members in the Neighborhood; provided however, that a Builder shall not amend or remove this Supplementary Declaration without the consent of the Conservancy and an Owner (other than a Builder or the Developer) of at least one (1) Lot in the Neighborhood. Any amendment must be recorded to become effective.

As long as the Class B membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Property in the Neighborhood.

Section 3. Enforcement. The Conservancy, any Member within the Neighborhood, or First Mortgagee, as their interests may

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

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

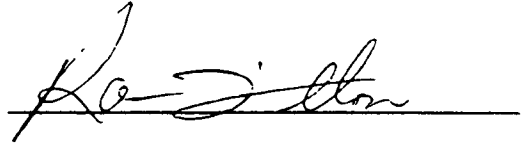
Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Declaration of Covenants and Restrictions.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending, or vacating the provisions of the Code of Prince William County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

Section 7. Utility Lines. When the utility line for a Lot extends under an adjacent Lot or Parcel, the Owner of the Lot may enter the adjacent Lot or Parcel, for the purpose of maintenance or repair of the utility line, subject to the obligation to restore the adjacent Lot or Parcel promptly upon completion of the repair or maintenance.

IN WITNESS WHEREOF, Developer has caused this Supplementary Declaration of Covenants, Conditions and Restrictions to be executed.

By: Equity Resources, Inc.



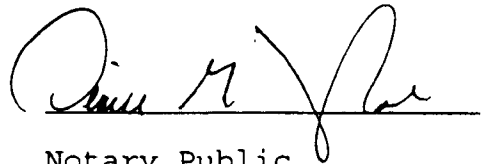
Robert L. Fitton, President

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the State aforesaid whose commission expires on the 21 day of August, 1997, do hereby certify that Robert L. Fitton as President of Equity Resources, Inc., whose name is signed to the foregoing Supplementary Declaration of Covenants, Conditions and Restrictions bearing date on the 20th day of February, 1996, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 20th day of February, 1996.


Notary Public