

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WILDWOOD HILLS ESTATES

This Declaration made this 3rd day of March, 1987, by and between STANLEY MARTIN COMPANIES, INC., a Maryland corporation, hereinafter referred to as "Declarant" and WILDWOOD HILLS ESTATES HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation, hereinafter referred to as "Association".

RECITALS

WHEREAS, Declarant and Association are the sole owners of certain real property located in Fairfax County, Virginia, known as Wildwood Hills Estates, Sections Three-A, as the same is duly recorded in plat books and recorded with these presents; and

WHEREAS, Declarant and its successors and assigns and Association desire to create thereon a residential community consisting of residences and other common facilities for the benefit of the community and to provide for the preservation of values of said community and such other areas as may be subject to this Declaration, and for the maintenance of said residences and other facilities; to this end, Declarant hereby declares and establishes their intent to subject the real property as hereinafter described and as may from time to time be dedicated by Declarant into lots and open spaces designated for conveyance to a homeowners association, to the covenants, restrictions, conditions and liens hereinafter set forth, it being intended that the easements, covenants, restrictions and conditions shall run with said real property and shall be binding on all persons or entities having or acquiring any interest in said real property or any part thereof, and shall inure to the benefit of each Owner thereof;

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values of said community to create an agency which shall be obligated and assigned the powers of maintaining and administering the community properties and administering and enforcing the covenants and restrictions and collection and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Virginia as a non-stock corporation, Wildwood Hills Estates Homeowners Association, Inc., the Association herein for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant, for and in consideration of the premises and the covenants contained herein, does hereby grant, establish and convey to each Owner of a lot mutual non-exclusive rights, privileges and easements of enjoyment on equal terms in common with all other Owners of Lots, in and to the use of the Common Area; and DECLARANT does hereby declare that the real property described in the Deed of Dedication and Subdivision recorded with these presents and designated as Lots 1 through 7, both inclusive, and Lots 8 through 18, both inclusive, and Parcels A and B, Section Three-A, Wildwood Hills Estates, to be held, transferred, sold and conveyed and occupied subject to the covenants, restrictions, easements, conditions, charges and liens (hereinafter referred to as "Covenants and Restrictions"); hereinafter set forth, which are for the purpose of protecting and enhancing the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title or interest in the said described property or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to Wildwood Hills Estates Homeowners Association, Inc., its successors and assigns, if such successor or assign should acquire from the Declarant (including by foreclosure or deed in lieu of foreclosure) more than one (1) undeveloped lot for the purpose of development.

Section 2. "Properties" shall mean and refer to certain real property hereinabove described, and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area and areas dedicated as public.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to STANLEY MARTIN COMPANIES, INC., its successors and assigns; if such successors or assigns should acquire from the Declarant (including by foreclosure or deed in lieu of foreclosure) more than ten (10) undeveloped lots for the purpose of development.

Section 8. "Mortgage" shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the common area and who has notified the Association of this fact.

ARTICLE II - ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3rds) of the Class A members and two-thirds (2/3rds) of the Class B members, if any at a meeting duly called for this purpose. Written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty days in advance of the meeting. The presence of members or of proxies entitled to cast sixty per cent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum of such subsequent meeting shall be one-half (1/2) of the required quorum of the proceeding meeting. No such subsequent meeting shall be held more than sixty days following the proceeding meeting. In the event that two-thirds (2/3rds) of the Class A membership or two-thirds (2/3rds) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within seven (7) years of the date of incorporation of this Association, the Declarant should develop additional lands within the vicinity of the parcel of land described in the Articles of Incorporation of Wildwood Hills Estates Homeowners Association Inc., such lands may be annexed to the Properties without the assent of the Class A members provided, however, that the development of the additional lands described in this section shall be in accordance with the general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section if such agencies shall be involved, and otherwise in accordance with the preliminary plat heretofore submitted to Fairfax County, Virginia. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration or the Veterans Administration prior to such development if such agencies shall be involved. If, either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of three-fourths (3/4ths) of the Class A members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be sent to all members not less than ten (10) days or more than forty (40) days in advance of the meeting setting forth the purposes of the meeting. At this meeting the presence of members or of proxies entitled to cast three-fourths (3/4ths) of all of the votes of the Class A Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

ARTICLE III - MEMBERSHIP

Every person or entity who is a record owner of a fee simple or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. A mortgagee in possession of a Lot shall be entitled to exercise the Owner's rights in the Association with regard thereto.

ARTICLE IV - VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A: Class A members shall be all those Owners as defined herein with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Declarant as defined herein and its successors and assigns, if such successors or assigns should acquire from the Declarant more than two (2) Lots for the purpose of development. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III; provided that the Class B membership shall cease and a Class A membership with one (1) vote in each lot in which it holds an interest shall issue upon the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) Four (4) years from the date of recordation of Deed of Dedication for such annexed property.

Section 2. Upon annexation by the Declarant of additional Properties pursuant to Article II, Section 2, and in the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived with respect to those lots so annexed, provided that the Class B membership in those annexed lots shall cease and be converted to Class A membership upon the happening of the following events, whichever occurs earlier:

- (a) When the total vote outstanding in the Class A membership in the annexed property equals the total votes outstanding in the Class B membership in such property; or
- (b) Four (4) years from the date of recordation of Deed of Dedication for such annexed property.

ARTICLE V - PROPERTY RIGHTS

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

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

(b) The right of the Association to limit the number of guests of members at any recreational facility;

(c) The right of the Association, in accordance with its Articles of Incorporation and By-laws, to borrow money for the purpose of improving the Common Area and facilities and thereon; with the assent of more than two-thirds (2/3rds) of each class of membership to mortgage said Property with the liens of the deed or deeds of trust securing improvements to said property provided that any such mortgage of the Common Area must state that it is subject to this Declaration and the easement of enjoyment created hereby; and shall not be in conflict with its designation as "open space";

(d) The right of the Association to suspend the voting rights and right to the use of any recreational facilities constructed on the Common Area by a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) The right of the Association at any time and consistent with the then existing zoning ordinance of Fairfax County, and its designation as "open space", or upon dissolution to dedicate or transfer all or any part of the Common Area to the United States of America, the State of Virginia or any political subdivision thereof, for such consideration and subject to such conditions as may be agreed to by the members, provided that any such dedication or transfer shall have the assent of not less than two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. And upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents;

(f) The right of the Association to grant any public utility with or without payment of damages to the Association, and consistent with the "open space" designation thereof, easements in the construction, reconstruction, installation, operation and necessary maintenance of utility lines through or over any portion of the Common Areas. The foregoing shall not be construed, however, to permit any such public utility to install or damage any improvements situated thereon which would otherwise be deemed to be part of the realty, without the payment of damages, including severance or resulting damages, if any to the Association, all in amounts

and in manner not inconsistent with governing proceedings for the acquisition of private property for public use by condemnation in this state.

(g) The right of the Association to lease Common Area, but only to non-profit organizations which must give preference to members of the Association with regard to membership and use of facilities, and which must prohibit assignment and sub-leasing. Any such leasing must be approved by the Association or units, and which must be consistent with the Declaration and consistent with the then existing ordinances of the County and consistent with its designation as a Common Area.

Section 2. Delegation of Use. In accordance with the By-laws, members may delegate their right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the member's lot.

ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressly stated in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges, and (b) Special assessments for capital improvements, or other specified items.

Such assessment to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and 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 for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the payment of taxes and improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment shall be \$200.00 per annum, per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the cost of living, if any, of the Consumer Price Index for Items Index for the Washington, D.C. standard metropolitan area (published by the Department of Labor, Washington, D.C.) for the year ending the preceding July 1, or five percent (5%), whichever is greater.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment may be increased above that established by subparagraph (a) above by a vote of the members for the next succeeding three (3) years, and thereafter for each succeeding period of three (3) years, provided that any such change shall have the assent by a vote of more than two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all

members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

(c) After consideration of current maintenance costs and further needs of the Association, the Board of Directors may fix the annual assessment at any amount, not in excess of the maximum.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or other special purposes, provided that any such assessment shall have the assent of more than two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Rate of Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots. Any unoccupied lot or lots owned by the Declarant shall be assessed at twenty-five (25) percent of the uniform rate as long as Declarant has Class B Membership status; any occupied Lot or lots owned by the Declarant shall be assessed at 100% of the uniform rate. As long as the Declarant has Class B membership status, Declarant will fund any budget deficit of the Association in connection therewith.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or proxies entitled to cast sixty (60) per cent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots upon conveyance of the Common Area to the Association. 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 at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such

certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Remedies of the Association in the Event of Default. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight (8%) per annum. The Association may, in its discretion:

(a) Accelerate the entire remaining annual assessment; (b) Bring an action at law against the Lot Owner personally obligated to pay the same, and/or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

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

Section 10. 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; (c) all properties owned by charitable or other organizations exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessment.

ARTICLE VII - RESTRICTIVE COVENANTS

Section 1. All lots in the tract shall be known and described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No additions to the home constructed by Declarant or structural changes to the exterior thereof shall be made without the approval of the Architectural and Environmental Control Committee. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any other improvements.

Section 2. The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors or, upon resolution of the Board of Directors, the Architectural and Environmental Control Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the common areas unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as may from time to time be deemed necessary or appropriate.

Section 3. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.

Section 4. Except as hereinabove provided, no commercial vehicle, junk vehicle, vehicle larger than a 3/4 ton truck, house trailer, boat, horse trailer, mobile home, or recreational vehicle, or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities) shall be kept upon the property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. Horse trailers may be parked on the property if reasonably hidden from view from the street on which said property may front.

Section 5. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash and other refuse shall be placed in covered containers.

Section 6. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any lot above the surface of the ground.

Section 7. No lot shall be used for the purpose of mining, quarrying, exploring for or removing oil, hydrocarbons, minerals, gravel, or earth.

Section 8. No structure of a temporary character, tent, barn, pen, kennel, run, stable, outdoor clothes dryer, above-ground swimming pools, shed or other buildings shall be erected, used or maintained on any lot at any time.

Section 9. No structure, planting, or other material shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

Section 10. No exterior television or radio antenna or other aerial or antenna for either reception or transmission, shall be maintained upon the property except that such aerials or antennae may be erected and maintained within the dwellings located upon the Property.

Section 11. No chain link fences shall be erected on any lot at any time. No fences shall be permitted in the front yards of any lots or in the side yard (street side) of any corner lots. Permitted fences shall be six (6) feet or less in height and must have the specific approval of the Architectural and Environmental Control Committee.

Section 12. No member shall make any private or exclusive or proprietary use of any of the common areas except with the specific approval of the Architectural and Environmental Control Committee and then only on a temporary basis and no member shall engage or direct any employee of the Association on any private business of the member, during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.

Section 13. Invalidation of any one or more of the covenants set forth herein (or part thereof) by judgment or court order shall in no way affect any of the other covenants set forth herein which shall remain in full force and effect.

Section 14. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration of Covenants, Conditions and Restrictions. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 15. The Architectural and Environmental Control Committee shall consist of a committee of three or more persons appointed by the Directors of the Association. Applications for approval by the Architectural and Environmental Control Committee shall be in writing. Approval or disapproval by the Committee shall also be in writing. Failure of the Committee to approve or disapprove a request within sixty (60) days shall be construed as Committee approval of the request.

ARTICLE VIII - COMMON DRIVEWAYS

Section 1. - Definitions

(a) "Common Driveways" shall be the areas within Ingress and Egress Easements as shown on the plats attached to the Deeds of Dedication and Subdivision for any Section of WILDWOOD HILLS ESTATES, or as may subsequently be established by Declarant.

(b) "Affected Lots" shall be the Lots encumbered by and/or served by a Common Driveway.

Section 2. - Restrictions

(a) Common Driveways shall be used for the purpose of ingress and egress to the Affected Lots served by the individual Ingress and Egress Easements, for governmental and other emergency vehicle ingress and egress, and for construction and maintenance of utilities.

(b) No act shall be performed by any Member, their tenants, guests or agents which would in any manner affect or impair the free and continuous use and enjoyment by any other authorized Member in and to the Common Driveway of any Affected Lot.

(c) There shall be no parking within Common Driveways at any time except for delivery and/or emergency vehicles, unless all Owners of Affected Lots pertaining thereto shall agree upon other parking limitations.

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

(a) Through the act of a Member 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 Member to rebuild and repair the Common Driveway without cost to the Owners of Affected Lots for that Driveway.

(b) Other than by the act of a Member, his agents, guests or family, it shall be the obligation of all Owners of the Affected Lots served by any Common Driveway to rebuild and repair such Common Driveway at their joint and several expense. The Owners of Lots served by said Common Driveway shall assess themselves periodic dues which shall be used to defray the costs of said repairing and repair.

Any lien arising out of an assessment for repair or maintenance of Common Driveways shall be subordinate to the lien of any first or second Deed of Trust or mortgage.

For repair and maintenance of said Common Driveways set forth herein, which cannot be resolved by the Owners, such disputes shall be resolved by arbitration. Each party shall choose one arbitrator, and such arbitrator shall choose the third arbitrator, and the decision shall be by majority of all three arbitrators.

ARTICLE IX - EASEMENTS

Section 1. Declarant, the Association, its Directors, officers, agents and employees, shall have the right, but not the obligation, to enter upon the Properties in the exercise of their functions, in accordance with the terms of this Declaration, in the event of emergencies, and to perform maintenance functions.

Section 2. The rights accompanying the easements provided for in Section 1 of this Article shall be exercised only during daylight hours and in a reasonable manner after notice to, and with the permission and/or assistance of any Owner directly affected thereby when not an emergency situation or a governmental function.

Section 3. Declarant, its agents and employees, shall have the right of ingress and egress over the Common Area as necessary for construction and development of the Properties, including any mining above ground or above the water table in the Properties, so long as mining does not materially detract from the amenities of the Properties or is necessary for the development of the Properties.

ARTICLE X - POWERS AND DUTIES

Section 1. Discretionary Powers and Duties. The Association shall have the following powers and duties to be exercised at its discretion:

(a) To enforce any or all building restrictions which are imposed by the terms of this Declaration or which may hereafter be imposed on any part of the Properties - provided, however, nothing herein shall be deemed to prevent the Association or any Owner from enforcing building restrictions. Rules and regulations by legal proceedings or otherwise; and to enjoin or seek damages from any person who violates the Deeds of Dedication or plat restrictions or building restrictions as may be set forth; and to compromise any such right or action or proceeding relating to the enforcement of said restrictions when in the judgment of the Association such action is deemed necessary or convenient.

(b) To provide such light as the Association may deem advisable on streets and for the maintenance of any and all improvements, structures or facilities which may exist or be erected from time to time on any Common Area.

(c) To use the Common Area and any improvements, structures or facilities erected thereon subject to the general rules and regulations established and prescribed by the Association and subject to the establishment of charges for their use.

(d) To mow and remove the grass and to care for, spray, trim, protect, plant and replant trees and shrubs growing on the Common Area and to pick up and remove from said Property and area all loose material, rubbish, filth and accumulations of debris; and to do any other thing necessary in the judgment of the Association to keep the Common Area in neat appearance and in good order.

(e) To exercise all rights and control over any easement which the Association may now hold or hereafter acquire, including, but not limited, those easements specifically reserved to the Association in Article VIII, hereof.

(f) To create, grant and convey easement upon, across, over and under all Association properties including but not limited to, easements for the installation, replacement, repair and maintenance of utility lines serving Lots in the subdivision.

(g) To employ counsel and institute such suits as the Association may deem necessary and to defend suits brought against the Association.

(h) To employ from time to time such agents, servants and employees as the Association may deem necessary in order to exercise the powers, rights and privileges granted to it and to make contracts.

Section 2. Mandatory Powers and Duties. The Association shall exercise the following rights, powers and duties:

(a) To accept title to and hold and administer said property for the benefit and enjoyment of the Owners and occupiers of Lots in the subdivision. The purpose of this provision is to impose on the Association the obligation to accept title to, hold and maintain the same for the benefit of Owners and occupiers of the Lots in Wildwood Hills Estates.

(b) To make and enforce regulations governing the use of the Common Area.

ARTICLE XI - RIGHTS OF MORTGAGEES

All Mortgagees shall have the following rights:

Section 1. A Mortgagee, upon request, may be given written notification from the Association of any default in the performance by the Owner of a Lot relating to the mortgage property owned by the Mortgagee of any obligation under this Declaration or related Association documents, which is not cured within sixty (60) days.

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

Section 3. A Mortgagee shall have the right to examine the books and records of the Association.

ARTICLE XII - INSURANCE

Section 1. The Association shall be empowered to obtain and carry on behalf of the Association dishonesty insurance on all officers, directors, trustees, employees or other responsible persons for handling funds collected and held for the benefit of the Association.

Section 2. The Association shall maintain a comprehensive general public liability insurance covering the Common Area. Such insurance shall contain a severability of interest clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts customarily obtained with regard to projects similar in construction, provided that improvements have been constructed on the property, and provided that a Mortgagee gives notice to the Association that it has relied on the value of such improvements in making a loan on the Properties, then such Mortgagee shall be further entitled to the following rights:

(a) By act or omission, to change, waive or abandon any insurance coverage established by this Declaration.

Section 3. Unless all Mortgagees and three-fourths (3/4ths) of the Owners have given their prior written approval, the Association shall not:

(a) By agreement or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area or other property owned by the Association. The purchase of insurance for public utilities or other public purposes consistent with the intended use of the Common Area by the Association shall not constitute a violation of this provision.

(b) Change the method of determining the obligation of each Owner to pay Common expenses, or change Common expenses assessment, or change the limit on increases of regular assessments established herein, except for the purpose of complying with lawful governmental action.

Section 4. The Association shall obtain and maintain hazard insurance on the Common Area and other Association property for full replacement cost less than one hundred (100) per cent of the insurable value (based on current replacement cost, not including land value of the improvements).

(a) The hazard insurance proceeds for losses to the Common Area or other Association property (other than personal property) shall be used first for the repair and reconstruction of such property.

Section 5. A Mortgagee may jointly or singly, pay taxes or other charges which are in default and which could result in or have become a charge or lien against the Common Area, and may pay over any outstanding premiums on Mortgagee insurance policies, the Association insurance policies, or secure new hazard insurance coverage upon the lapse of a policy, for such Common Area. The Mortgagee or Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association.

Section 6. The assessments imposed by the Association shall include an adequate reserve fund for replacement, repair and replacement for those parts of the Common Area which may be replaced or require maintenance on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments.

Section 7. In the event that there is a condemnation of the Common Area or other Association property, all net condemnation proceeds shall be used to repair or replace the property taken if any reasonable replacement or repair is called for herein. Such excess proceeds may be distributed equitably to all Owners, apportioned equally by Lot subject, however, to the priority of a Mortgagee with regard to the proceeds allocable to the Lot securing said Mortgagee.

ARTICLE XIII - GENERAL

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any right, remedy, or privilege granted by this Declaration shall not constitute an election of remedies, nor shall the failure to enforce preclude the party exercising the same from exercising such privileges at any time thereafter, nor shall such failure constitute a waiver. The failure to enforce shall not be deemed to constitute any such waiver by any proceeding at law or in equity.

Section 2. Severability. Invalidation of any one or more of the covenants or restrictions shall in no way affect any other covenants or restrictions.

ARTICLE XIV - TERM

Section 1. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall be binding on all parties having any right, title or interest in said real property or any part thereof for their respective legal representatives, heirs, successors and assigns, for a period of ninety-nine (99) years from the date of this Declaration being recorded. At the expiration of said ninety-nine year period, said covenants shall be automatically renewed for successive periods of twenty (20) years. The covenants and restrictions of this Declaration shall be recorded in whole or in part, provided this Declaration shall not amend or revive the Declaration without the written consent of the Association and any Owner, other than the Declarant and the Association, of at least one Lot in WILDWOOD HILLS ESTATES. For such amendment during the first twenty-five (25) year period shall have the assent of not less than two-thirds of each class of membership, and thereafter any amendment shall have the assent of not less than sixty percent (60%) of the votes of the Lot Owners, at a meeting duly called for this purpose, upon notice as hereinafter set forth. Written notice shall be sent to all Lot Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. Any amendment must be properly executed and acknowledged (in the manner required by law for the execution and acknowledgment of deeds) by the Association and recorded among the land records of Fairfax County, Virginia.

Section 2. FHA/VA Approval. So long as there is a Class B membership, or if any of the Properties described in Article I, Section 2, and Article II, Section 2, are to be developed, in accordance with the general plan submitted to Federal Housing Administration and the Veterans Administration, or any like governmental agency, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional Properties (other than those described in Article II, Section 3); Mortgage or consolidation, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of this Declaration of Covenants, Conditions and Restrictions.

SIGNATURES

STANLEY MARTIN COMPANIES, INC. A Maryland Corporation

By: _____

WILDWOOD HILLS ESTATES HOMEOWNERS ASSOCIATION, INC. A Virginia Corporation

By: _____

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, _____, a Notary Public in and for the County and State aforesaid, do certify that the foregoing instrument was acknowledged before me this _____ day of _____, **19**, by _____, as _____ of STANLEY MARTIN COMPANIES, INC.

My commission expires on the _____ day of _____, **19**.

Notary Public

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, _____, a Notary Public do certify that the foregoing instrument was acknowledged before me this _____ day of _____, **19**, by _____, as _____ of WILDWOOD HILLS ESTATES HOMEOWNERS ASSOCIATION, INC.

My commission expires on the _____ day of _____, **19**.

Notary Public

AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILDWOOD HILLS ESTATES HOMEOWNERS ASSOCIATION

THIS AMENDMENT to the Declarations of Covenants, Conditions and Restrictions of Wildwood Hills Estates Sections 1, 2, 3-A and 3-B, made by the Wildwood Hills Estates Homeowners Association, Inc. this _____ day of May, 1989.

WHEREAS, the owners of Lots in Wildwood Hills Estates (Ridings at Canterbury) desire to amend the Declarations of Covenants, Conditions and Restrictions affecting their Properties; and

WHEREAS, after proper notice at a special meeting called for this purpose pursuant to Article XII, Section 3 of said Declarations, two-thirds of the seventy-nine (79) lot owners approved a Resolution amending said Declaration; and

WHEREAS, the original Resolution containing the desired amendments and notarized signatures of 53 lot owners is attached hereto and incorporated herein by reference.

NOW THEREFORE, the Declarations of Covenants, Conditions and Restrictions affecting Wildwood Hills Estates, Section 1 (recorded in Deed Book 6798 at page 599), Section 2 (recorded in Deed Book 6918 at page 438), Section 3-A (recorded in Deed Book 6656 at page 957), and Section 3-B (recorded in Deed Book 6851 at page 973), are hereby amended as set forth in the Resolution which is attached hereto and incorporated herein by reference.

RESOLUTION

WHEREAS, Declarations of Covenants, Conditions and Restrictions affecting the Lots (as defined therein) in Wildwood Hills Estates (Ridings at Canterbury) were recorded in Deed Book 6798 at page 599, in Deed Book 6918 at page 438, in Deed Book 6656 at page 957, and in Deed Book 6851 at page 957, all among the Fairfax County, Virginia, land records; and

WHEREAS, the undersigned Owners (as defined in said Declarations) desire to amend said Declarations as set forth in this Resolution; and

WHEREAS, Article XII, Section 3, of said Declarations require that any amendment to the Declarations "shall have the assent of not less than two-thirds of each class of membership" at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; and

WHEREAS, the Wildwood Hills Estates Homeowners Association, Inc. has given the notice required by Article XII, Section 3 of the Declarations; and

WHEREAS, Class B membership ceased on November 30, 1988.

NOW, THEREFORE, BE IT RESOLVED that, the undersigned Owners of Lots in Wildwood Hills Estates approve the following Amendments to the Wildwood Hills Estates Homeowners Association's Declarations of Covenants, Conditions and Restrictions:

1. Article VII, Section 1, is hereby deleted in its entirety and the following is substituted therefor:

Section 1. All lots in the tract shall be known and described as residential lots, and no building shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No structure or addition to a structure shall be erected, placed, or altered on any lot until the plans and specifications, including elevation, material, color, and texture, and a site plan showing location of the improvement with grading modifications, shall be filed with and approved in writing as to harmony of external design, color, and location in relation to surrounding structures and topography by the Association's Architectural and Environmental Control Committee. Structure shall be defined to include, but not be limited to, any building, shed, pool, hot tub, gazebo, swing set, fence, deck, carport, driveway, or appurtenances to any of the aforementioned. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any other improvements.

2. Article VII, Section 4, is hereby amended by deleting that section and substituting the following therefor:

Section 4. Except as hereinabove provided, no commercial vehicle, junk vehicle, vehicle larger than a 3/4-ton truck, house trailer, boat, horse trailer, mobile home, or recreational vehicle, or other similar machinery or equipment of any kind or character shall be kept upon the property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out.

3. Article VII, Section 8, is hereby amended by inserting the following language after the word "shed" in line 3 thereof: "above-ground swimming pools".

SIGNATURE PAGES

[The document contains multiple signature pages with homeowner signatures and notarization, showing approval from 53 lot owners as referenced in the amendment]

RECORDED: JUL 28 1989
FAIRFAX COUNTY, VIRGINIA
Instrument No. 893580

This completes the full Wildwood Hills Estates Covenants, Conditions and Restrictions document with all amendments, signatures, and recording information.