

THIS CORRECTION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 18<sup>th</sup> day of February, 1977, by MACHICOTE LAND CO., a Nevada corporation ("Declarant"), party of the first part; DUANE W. BECKHORN and TERRY B. LIGHT, Trustees, parties of the second part; CALDWELL C. KENDRICK, Sole Acting Trustee, party of the third part; and LANGLEY OAKS HOMEOWNERS ASSOCIATION, a non-stock Virginia corporation, party of the fourth part,

W I T N E S S E T H :

WHEREAS, by Declaration of Covenants, Conditions and Restrictions dated December 22, 1976, and recorded in Deed Book 4533 at Page 40 among the land records of Fairfax County, Virginia, the parties of the first, second and third parts hereto subjected the Properties known as LANGLEY OAKS, SECTION ONE, as dedicated, platted and recorded in Deed Book 4533 at Page 15, to certain covenants and restrictions; and

WHEREAS, certain paragraphs of said Declaration, designated as Section 5 through 9, are included therein as a part of Article III, whereas it was intended that said Sections 5 through 9 would appear as a part of Article IV, and it is now the desire of the parties hereto to record the said Declaration of Covenants in proper sequence.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the premises all of the parties hereto, being the sole owners and proprietors of the property known as Lots 1 through 96, Outlot E and Parcel C, Langley Oaks, Section One, as dedicated, platted and recorded in Deed Book 4533 at Page 15, do hereby vacate the Declaration of Covenants, Conditions and Restrictions as recorded in Deed Book 4533 at Page 40, and do hereby declare that the Properties described therein shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth in the corrected Declaration

BOOTHE, PRICHARD & DUDLEY  
4035 UNIVERSITY DRIVE  
FAIRFAX, VIRGINIA 22030

attached hereto as Exhibit "A" and expressly made a part hereof.

WITNESS the following signatures and seals:

MACHICOTE LAND CO.,  
a Nevada corporation

By: J. Kenneth Schwartz  
J. KENNETH SCHWARTZ, its  
Agent and Attorney-in-Fact

Duane W. Beckhorn  
DUANE W. BECKHORN, Trustee

Terry B. Light  
TERRY B. LIGHT, Trustee

Caldwell C. Kendrick  
CALDWELL C. KENDRICK,  
Sole Acting Trustee

LANGLEY OAKS HOMEOWNERS ASSOCIATION,  
a Virginia non-stock corporation

By: J. Kenneth Schwartz

STATE OF VIRGINIA  
COUNTY/CITY OF Alexandria, to-wit:

The foregoing instrument was acknowledged before me  
this 18<sup>th</sup> day of January, 1977, by J. KENNETH SCHWARTZ, Agent  
and Attorney-in-Fact For MACHICOTE LAND CO.

My commission expires:

My Commission Expires October 27, 1977

Shirley E. Easley  
Notary Public

STATE OF VIRGINIA  
COUNTY/CITY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of January, 1977, by DUANE W. BECKHORN, Trustee.  
March

My commission expires:

My Commission Expires May 28, 1980

Patricia A. Kosak  
Notary Public

STATE OF VIRGINIA  
COUNTY/CITY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of ~~January~~ March, 1977, by TERRY B. LIGHT, Trustee.

My commission expires:

My Commission Expires May 28, 1980

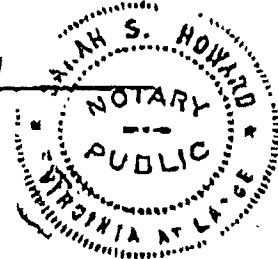
Patricia R. Kosak  
Notary Public

STATE OF VIRGINIA  
COUNTY/CITY OF Prince George's, to-wit:

The foregoing instrument was acknowledged before me  
this 7<sup>th</sup> day of ~~January~~ February, 1977, by CALDWELL C. KENDRICK, Sole  
Acting Trustee.

My commission expires: February 11, 1979

James P. Howard  
Notary Public



STATE OF VIRGINIA  
COUNTY/CITY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me  
this 15<sup>th</sup> day of ~~January~~ February, 1977, by J. Kenneth Schwartz,  
on behalf of LANGLEY OAKS HOMEOWNERS ASSOCIATION.

My commission expires:

My Commission Expires May 28, 1980

Patricia R. Kosak  
Notary Public

BOOK 4611 PAGE 170

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 18<sup>th</sup> day of February, 1977, by MACHICOTE LAND CO., a Nevada corporation ("Declarant"), party of the first part; DUANE W. BECKHORN and TERRY B. LIGHT, Trustees, parties of the second part; and CALDWELL C. KENDRICK, Sole Acting Trustee, party of the third part.

W I T N E S S E T H :

WHEREAS, Declarant is the sole owner of certain real property located in Fairfax County, Virginia, known as LANGLEY OAKS, Section One, as the same is duly dedicated, platted and recorded at Deed Book 4533, Page 15 among the land records of Fairfax County, Virginia; and as more particularly described by metes and bounds on Schedule "A" attached thereto and incorporated therein by reference (the "Property"); and

WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated December 22, 1976, and recorded in Deed Book 4532 at Page 440 of the aforesaid land records, wherein said land was conveyed unto DUANE W. BECKHORN and TERRY B. LIGHT, Trustees, parties of the second part, in trust, to secure a certain indebtedness, more specifically set forth therein; and

WHEREAS, the Property is subject to the lien of a certain Deed of Trust dated June 7, 1974 and recorded in Deed Book 4049 at Page 101 of said land records, wherein said land was conveyed unto CALDWELL C. KENDRICK and THE TRUST COMPANY OF FIRST VIRGINIA, Trustees, either one of whom may act, in trust to secure a certain indebtedness more specifically set forth therein, which Deed of Trust was amended by Modification Agreement dated December 22, 1976 and recorded in Deed Book 4532 at Page 451 of said land records; and

WHEREAS, Declarant desires to create thereon a residential community with permanent open spaces, paths and other common facilities for the benefit of the community and to provide for the preservation of the values and amenities of said community and such other area as may be subjected to this Declaration by Declarant, its successors or assigns, and for the maintenance of said open spaces and other facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, conditions, charges and liens hereinafter set forth; it being intended that the easements, covenants, restrictions and conditions shall be binding on all persons or entities having or acquiring any right, title or interest in said real property or any part thereof, and shall inure to the benefit of each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities of said community to create an agency which shall be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting 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, LANGLEY OAKS HOMEOWNERS ASSOCIATION, for the purposes of exercising the functions aforesaid;

NOW, THEREFORE, Declarant, with the consent and joinder of the parties of the second and third parts, hereby declares that the Property 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 Property or any part thereof, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to LANGLEY OAKS HOMEOWNERS ASSOCIATION, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

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

Section 6. "Declarant" shall collectively mean and refer to MACHICOTE LAND CO., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' 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 pass with the title to every Lot, subject to the following provisions:

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

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be

effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

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

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

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 terminate on 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) On December 31, 1980.

However, in the event of annexation of additional properties, Class B membership shall be revived with respect to those lots contained in the annexed property; provided, however, this 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 membership in the annexed property equals 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 instrument of annexation 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, 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. Such assessments with respect to any particular Lot shall commence to be due upon conveyance of such

lot to an Owner from the Declarant. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members who are voting in person or by proxy entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at 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 preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots

and may be collected on a monthly basis, and may be collected by the lending institution holding the Deed of Trust on the Lot, and in turn delivered to the Association.

Section 7. Date of Commencement of Annual Assessments.

Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot to an Owner from the Declarant. 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 of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of seven percent (7%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot owned by such Owner. No Owner may waive or otherwise escape liability for the assessment 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 bona fide first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first 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 the Owner of such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of structure have been approved by the Architectural Control Committee as to quality of workmanship, materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered in any Lot nearer to any street than the minimum building set back line unless similarly approved. Notwithstanding anything contained herein to the contrary the Declarant shall at all times be exempt from the architectural control imposed by this Article. The Architectural Control Committee shall be composed of at least three (3) members to be designated by the Board of Directors. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative, shall be entitled to any compensation for performing any of the services envisioned herein. At any time, the then record owners of two-thirds (2/3) of the Lots shall

have the power through a duly recorded written instrument to change the membership of the Committee or to amend any of its powers and duties. Requests for action by the Committee shall be submitted in writing. The Committee's approval or disapproval, as required in these covenants, shall be in writing. Following written request, if the Committee or its designated representative fails to approve or disapprove the requested modification to a Lot within thirty (30) days after plans and specifications therefor have been submitted to it, or in any event, if no suit to enjoin such work has been commenced prior to the completion thereof, approval will not be required and the provisions of this Article shall be deemed to have been fully complied with.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association and 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 covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded, among the land records of Fairfax County, Virginia.

Section 4. Annexation. Annexation of other additional property not provided for herein shall require the assent of more than two-thirds (2/3) of the Class A members and more than two-thirds (2/3) 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 ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or persons holding proxies entitled to cast sixty-seven percent (67%) of the votes for 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 requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting. In the event that sixty-seven percent (67%) of the Class A membership or sixty-seven percent (67%) 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 5. Annexation, continued. If within five (5) years of the date of incorporation of this Association, the Declarant

should develop additional lands within Fairfax County, Virginia, such additional lands may be annexed to the Property 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 a general plan submitted to the Federal Housing Administration and the Veterans Administration, should such agencies be involved. If such agencies are involved, the proposed annexation must be approved by the Federal Housing Administration and/or the Veterans Administration prior thereto. If such approval is not obtained, such annexation must comply with Section 4 immediately above.

## ARTICLE VII

### USE RESTRICTIONS

1. **LAND USE AND BUILDING TYPE.** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than ~~two~~ <sup>three</sup> cars.

2. **FENCES.** No fence of any kind shall be erected or maintained on any portion of a Lot along the front property line or from the front building line to the front lot line unless approved by the Architectural Control Committee in accordance with the provisions of Article V herein. No fence of any kind shall be erected or maintained in or along the rear of a Lot or from the front building line to the rear lot line or from the side of any building to the said lot line except a hedge fence or wooden fencing.

3. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved to the County of Fairfax, as shown on the recorded plat and this instrument shall in no way affect, limit or restrict the same.

4. **NUISANCES.** No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No commercial vehicle, whether owned by the Lot Owner or any other person, shall be permitted to remain on or be parked on any Lot over night.

5. **BUSINESS.** No trade or business of any kind shall be advertised from, or on a Lot, except that this covenant shall not prevent a lawyer, physician, dentist, podiatrist, chiropractist, or any other member of the medical, dental or legal profession from practicing such profession from his Lot, provided that such person also resides therein, and that the same is permitted by law. The foregoing shall not prevent use of one or more of the homes erected or to be constructed on the Property as a sales office, model home and/or construction office by the Declarant during development of the Property and construction of homes thereon.

6. **SIGNS.** No signs of any kind or character shall be exhibited, displayed or placed upon any portion of a Lot, except that the Owner of a Lot may place a sign not larger than two (2) square feet thereof, bearing the words "For Sale" or "To Rent" together with the name and address of the person to whom inquiries regarding the sale or rent of such property are to be addressed. The Owner or occupant of a Lot may also place one sign thereon, but no such sign shall be larger than one (1) square foot, and the same must be permitted and approved as required by applicable ordinances and regulations. Nothing herein contained shall prevent the Declarant or Association from erecting and maintaining on the

Property entrance signs, directional signs, signs for traffic control or safety, community "theme" areas and promotional signs.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. The foregoing covenants and restrictions shall not apply to or prohibit the erection or maintenance of a sales office by the Declarant and shall not apply to or affect any signs, used by the Declarant or by any firms, persons or corporation, holding a mortgage or mortgages, or by any persons, firms, corporations and agents who may, will and do insure and guarantee said mortgage or mortgages, as to the plots or parcels hereinabove described.

8. LIVESTOCK AND POULTRY. 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 provided that they are not kept, bred or maintained for any commercial purpose.

9. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. 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.

10. TREES. No hardwood trees in excess of six inches (6") in diameter, two (2) feet above the ground, shall be removed from any Lot without the prior written approval of the Association acting through its Architectural Control Committee or its duly appointed representative. The Architectural Control Committee may from time to time adopt rules and regulations regarding the preservation of trees and other natural resources as it may consider appropriate.

11. STRUCTURES. No barn, kennel, run, stable, outdoor clothes dryer, play house, shed, or other structures shall be erected, used or maintained on any Lot at any time, except with the prior written approval of the Architectural Control Committee.

12. PLANTING. No 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 measurably change, obstruct or retard the direction or flow of any drainage channels.

13. EXEMPTION OF DECLARANT. Notwithstanding the foregoing, the Declarant shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of single-family residential units on the Property, including the right of ingress and egress over the Common Area as required for construction and development of the Property.

#### ARTICLE VIII

##### COMMON DRIVEWAYS

##### Section 1. Definitions.

(a) "Common Driveways" shall be the areas providing ingress and egress to two or more contiguous Lots as shown upon any recorded subdivision plat of the Property.

(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, for governmental and other emergency vehicle ingress and egress, and for construction and maintenance of utilities.

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

(c) There shall be no parking within a Common Driveway 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 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 Common Driveway without cost to the other Owners of Affected Lots for that Driveway.

(b) other than through the act of Owner, his agents, guests, or family, it shall be the obligation of all Owners of Affected Lots for that Common Driveway to rebuild and repair such Common Driveway at their joint and equal expense. To this end, the Owners of Affected Lots for a Common Driveway shall assess themselves periodic dues which shall be used to defray the costs of said rebuilding 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.

(c) In the event of any dispute arising concerning the use, repair and maintenance of said Common Driveways as set forth herein, which cannot be resolved by the Owners, such dispute shall be resolved by arbitration. 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.

WITNESS the following signatures and seals.

MACHICOTE LAND CO.,  
a Nevada corporation

Attest:

Sam Stern

By J. Kenneth Schwartz (SEAL)  
J. KENNETH SCHWARTZ, its Agent  
and Attorney-in-fact

Duane W. Beckhorn (SEAL)  
DUANE W. BECKHORN, Trustee

Terry B. Light (SEAL)  
TERRY B. LIGHT, Trustee

Caldwell C. Kendrick (SEAL)  
CALDWELL C. KENDRICK,  
Sole Acting Trustee

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:  
City of Alex

The foregoing instrument was acknowledged before me this  
18 day of February, 1977, by J. KENNETH SCHWARTZ,  
Agent and Attorney-in Fact, for Machicote Land Co.

William E. Cole  
Notary Public

My Commission expires: My Commission Expires October 20, 1979

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this  
15<sup>th</sup> day of March, 1977, by DUANE W. BECKHORN, Trustee.

Patricia R. Kosak  
Notary Public

My Commission expires: My Commission Expires May 28, 1980

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this  
15<sup>th</sup> day of March, 1977, by TERRY B. LIGHT, Trustee.

Patricia R. Kosak  
Notary Public

My Commission expires: My Commission Expires May 28, 1980

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this  
1st day of May, 1977, by CALDWELL C. KENDRICK,  
Acting Trustee.

James E. Howard  
Notary Public

My Commission expires: February 11, 1979

This instrument with certificate annexed,  
admitted to record-Office of Circuit Court  
Fairfax County, Va MAY 17 1977 at 2:43 p.m.

Tested: James E. Hodgson Clerk

