

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WITNESSETH

WHEREAS, Edge Hill Heights Owners Association, Inc. is the owner of certain property in Fairfax County, Commonwealth of Virginia, which is more particularly described on the legal description attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, Edge Hill Heights Owners Association, Inc. hereby declares that all of the Property described on Exhibit "A" hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property described on Exhibit "A" hereto, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Edge Hill Heights Owners Association, Inc., a non-stock, non-profit corporation, its successors and assigns.

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

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

Section 4. "Common Area" shall mean any real property (including any improvements thereon) owned or to be owned by the Association for the common use and enjoyment of the Owners including any storm water management pond, tot lot, gazebo and perimeter fencing installed by the Declarant. The Association shall also maintain the public access walkway to the Fairfax County Park Authority property.

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

Section 6. "Declarant" shall mean and refer to Edge Hill Heights LLC, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservation, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

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

## ARTICLE II

### Property Rights

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

- (a) The right of the Association to suspend the voting rights and use of Common Area (except streets and roadways) of an Owner for any period during which an assessment against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;
- (b) The right of the Association to assess violation charges, in an amount authorized by the Virginia Property Owners' Association Act (the "Act"), against any Owner for any violation of this Declaration or rules and regulations for which the Owner or his/her family members, tenants, guests, or other invitee are responsible, after notice as required by the Act;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members and further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the then voting members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the members duly called for such purpose;
- (d) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and any facilities thereon and to the use of the public access walkway to the Fairfax County Park Authority property;
- (e) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be situated on the Common Area;

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

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

(h) The right of the Association, acting by and through its Board of Directors, to enter into agreements whereby the Association acquires leaseholds, membership or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association.

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

### ARTICLE III

#### Membership- and Voting Rights

##### Section 1

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

Section 2. Voting Rights. The members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

### ARTICLE IV

#### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with

interest, late charges, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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. The assessments shall also provide for the maintenance of any off-site siltation diversion dikes and for the maintenance of the public access walkway to the Fairfax County Park Authority property.

Section 3. Basis and Maximum of Annual Assessments. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased by the Board of Directors, without a vote of the membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and insurance premium payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(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 above the amount described in paragraph (b) above by a vote of at least two-thirds (2/3) of members who are voting, in person or by proxy, at a meeting duly called for this purpose.

(b) The Board of Directors may from time to time 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 Board of Directors may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Any special assessment may be rescinded by a majority vote in person or by proxy, at a meeting of the Members convened within sixty (60) days of notice of the special assessment.

Section 5. Notice and Quorum for any Action Authorized Under Section 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 and not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the 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 the 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. Except as otherwise provided in Section 3 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly or quarterly basis, as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the

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, and for a reasonable charge, furnish a certificate signed by an officer for the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association with the status of assessments on the Lots shall be binding on the Association on the date of its issuance.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be assessed a late fee, as determined by the Board of Directors from time to time, and shall bear interest from the due date at a rate of ten percent (10%) interest per annum or such greater amount as may be determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her 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 mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof; shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 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; and
- (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia, provided that no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Reserves for Replacements. The Association may establish and maintain a reserve fund for replacements of the Common Area by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully

guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Area may be expended only for the purpose of affecting the repair, replacement or improvement of the Common Area, major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Area. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his/her Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

## ARTICLE V

### Architectural Control

Section 1. Building Restrictions. No building, fence, wall, swimming pool or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alternation therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. The Board of Directors may appoint a committee of Owners to perform the review duties described in this Declaration.

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

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

## ARTICLE VI

### Use Restrictions

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

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling, except that a professional office may be maintained in a dwelling provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided, further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics.

Section 2. Except as may be permitted by Section 1 of this Article VI, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except the permanent entrance sign and one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the Property for sale or rent.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the Owners of his/her respective dwelling unit, or which shall in any way increase the rate of insurance. The Board of Directors shall have the right, in its sole discretion, to adopt rules and regulations relating to the display of decor and other items on the exterior of a Lot based on aesthetic, color, size, time length of display, and/or dates and months of display.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently. Garages may not be converted to living space or for any other use other than for parking and storage of vehicles. No trailer, or similar equipment shall be permitted to remain upon the Property, except as otherwise approved of by the Board of Directors.

Section 6. No commercial, industrial or recreational vehicle (including boats) shall be parked on the Property without the written consent of the Board of Directors. No motorized vehicle may be used or maintained on the yards or sidewalks of any Lot or Common Area and no unlicensed vehicles are allowed on the Property. The Board of Directors shall have the right to tow any improperly parked vehicle or any vehicle, the keeping or parking of which in the Common Area violates this Declaration upon forty-eight (48) hours' notice posted on the vehicle.

Section 7. The Board of Directors shall have the right to tow any disabled vehicle or other vehicle on which current registration plates are not displayed, which is on any part of the Common Area upon forty-eight (48) hours' notice posted on the vehicle. The repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out on any of the Lots or Common Areas.

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

Section 9. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Board of Directors.

Section 10. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot without written consent of the Board of Directors. Normal radio and television installations wholly within a building are excepted.

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

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

Section 13. None of the foregoing restrictions shall be applicable to the activities of the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas and its facilities.

Section 14. During reasonable hours a member of the Board of Directors, or any other representative of any of them, shall have the right to enter upon and inspect any Lot for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry. The Board of Directors shall endeavor to provide notice in advance of any inspection and inspections shall be made at a time reasonable convenient to the Owner, except in the case of an emergency as determined by the Board of Directors. In the event that the Board of Directors determines that a lessee is in violation of these restrictions, the Association shall send notice of the violation and provide an opportunity to cure to the Owner of record. The Association shall be entitled to seek injunctive relief in a court of competent jurisdiction, when necessary to abate a violation that has not been cured, and shall be entitled to recover its reasonable legal fees and costs of such action from the Owner of the Lot.

## ARTICLE VII

## Exterior Maintenance

Section 1. Owners Responsibility. Each Owner shall keep each Lot owned by him/her, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Certain trees which have been identified by Fairfax County may not be removed from Lots except if they are diseased or dead.

Section 2. Failure to Maintain. In the event an Owner shall fail to maintain his/her Lot and the improvements situated thereon, the Association shall have the right to enter upon said Lot, after reasonable notification of the owner, to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot and such lien may be enforced in the same manner as an annual assessment levied in accordance with Section 8, Article IV hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish any such lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Article VII shall affect the rights of the holder of any first mortgage on any Lot (of the indebtedness secured thereby); recorded prior to the recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 3. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Area or its facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Area or its facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or its facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive any municipal or other governmental authority.

## ARTICLE VIII

### General Provisions

Section 1. Enforcement. The Association, or any Owner, or any mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association. Failure by the Association or by any Owner or by any mortgagee of any Lot to enforce any covenant or restrictions herein contained or any provision of the Bylaws or Articles of Incorporation of the Association shall in

no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the Bylaws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Duration. Except where permanent easements or other permanent rights or interest are herein created, the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years each.

Section 4. Amendment. Subject to the other limitations set forth in this Declaration, this Declaration may be amended during the first twenty (20) years after it is recorded only by an instrument approved by not less than ninety percent (90%) of the vote of the Members. After the first twenty (20) years this Declaration may be amended by an instrument approved by not less than seventy-five percent (75%) of the vote of the Members. The amendment instrument shall be recorded among the Land Records of Fairfax County. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording; provided, however, that no amendment shall be effective unless it is executed by at least one member.

Section 5. Annexation. Additional lots, or property in the vicinity of the Property may be annexed to the Property with the consent of the members of the Association:

Any annexations made pursuant to this Section, or otherwise, shall be made by recording a Supplementary Declaration among the land records of Fairfax County, which Supplementary Declaration shall extend the scheme of this Declaration to such annexed property or by the recordation of a deed of dedication or deed of subdivision for such additional property or any portion thereof which shall by its terms subject such additional property to the operation of the provision of this Declaration. On the first day of the month following recordation of the above described Supplementary Declaration, deed of dedication or subdivision, all lots described in the Supplemental Declaration, deed of dedication or subdivision shall be assessed a pro rata share of the annual assessments and any special assessments then due.

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

Section 6. Reserved.

Section 7. Consents by Lenders. Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Owners, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of not less than two-thirds (2/3) in number of the First Mortgagees of record on the Lots:

(a) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or its facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and its facilities by the members of the Association shall not be considered a transfer within the meaning of this Section 7; or

(b) abandon or terminate this Declaration; or

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

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

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

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

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

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

Section 8. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the First Mortgagee on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the First Mortgagee on any Lot with respect to which any default in any other provision of this Declaration remains uncured in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

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

Any First Mortgagees of any Lot may pay any taxes, utility charges or other charges levied against Common Area which are in default and which may or have become a charge or lien against Common Area and any such First Mortgagees may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the Common Area. Any First Mortgagee who

advances any such payment shall be due immediately reimbursement of the amount so advanced from the Association.

Section 9. Mortgage Notification and Presumptive Approval. Notwithstanding the foregoing, all notices and rights of Mortgagees shall pertain only to those Mortgagees who are listed with the Association. Each Owner must notify the Association of his/her Mortgagee's name and address. If any notice is given or consent requested pursuant to Section 7 and 8 above and the Mortgagee does not respond within thirty (30) days of such notice, then such Mortgagee shall be deemed to have approved such notice or consent.

Section 10. Casualty Losses. In the event of substantial damage or destruction to the Common Area, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the First Mortgagees of record on the Lots. No provision of the Declaration or the Articles of Incorporation or these Bylaws of the Association shall entitle any member to any priority over the First Mortgagee of record on his/her Lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of the Common Area.

Section 11. Condemnation or Eminent Domain. In the event any part of the Common Area is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notices of any such proceeding or proposed acquisition to the First mortgagees of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member to any priority over the First Mortgagee of record on his/her Lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of the Common Area.

Section 12. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

## ARTICLE IX

### Easements. Etc.

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

Section 2. Crossover Easement. If the Owner of any Lot must, in order to make responsible repairs or improvements to a building on his/her Lot, enter or cross any Common Area, or a Lot of another Owner, such Owner shall have an easement to do so, providing that said Owner shall use the most direct, feasible route in entering and crossing over such an area and shall restore the surface so entered or crossed to its original condition, at the expense of said Owner, and further provided that such easement shall not exist on the land of any other Lot Owner if the purpose for the entrance or crossing is

one requiring, by virtue of Article V of this Declaration, approval of the Board of Directors, unless such approval has been given.

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

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

Section 5. Utility Easements. Easements over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, roof drains connected directly to storm sewer, drainage and sanitary sewer lines and facilities and the like are hereby reserved by the Association, together with the right to grant and transfer the same. The Association also reserves the right to enter onto the Common Area for the purpose of completing the improvements thereon, and on the Lots, and for the further purpose of carrying out any defects in workmanship or materials in the Property or the improvements thereon.

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

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

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

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

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

## ARTICLE X

### Common Driveways

Common or Pipestem Driveways shown on the subdivision plats for the Property shall be used exclusively for the purpose of ingress and egress to the Lots and for governmental and other emergency vehicle ingress and egress, and for construction and maintenance of utilities.

(a) Restrictions are as follows:

(i) No act shall be performed by any Owner, their tenants, guests or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment of any authorized Owner in and to the Common Driveway of a Lot.

(ii) There shall be no parking within the Common Driveway at any time except for delivery and/or emergency vehicles, unless the Board of Directors by resolution determines otherwise upon petition of an Owner of an affected Lot.

(b) Maintenance, Damage or Destruction. In the event that any Common Driveway is damaged or destroyed:

(i) Through the act of an Owner or any of his/her agents or guests or members of his/her 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 Lots utilizing that driveway.

(ii) Other than by the act of an Owner, his/her agents, guests or family, it shall be the obligation of all owners utilizing that Common Driveway to maintain, rebuild, and repair such Common Driveway at their joint and equal expense.

## ARTICLE XI

### Dissolution of Association

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

ARTICLE XII

Additional Covenants

Section 1. Compliance Fairfax County Zoning Ordinance. These covenants, conditions, restrictions and easements shall be subject to the regulations set forth in Article 5, Section 5106 of the Fairfax County Zoning Ordinance entitled "Common Open Space and Improvements" as said regulation may be amended from time to time.

Section 2. Site Plan. No building shall be permitted on the Common Area of the Property except those which were approved by Fairfax County, Virginia, in its final site plan concerning this Property or are subsequently approved as revisions to the final site plan.

IN WITNESS WHEREOF, Edge Hill Heights Owners Association, Inc., has caused this instrument to be signed and sealed by its President and attested by its secretary on this 2 day of April, 2025.

EDGE HILL HEIGHTS OWNERS  
ASSOCIATION, INC.

By: [Signature]  
President

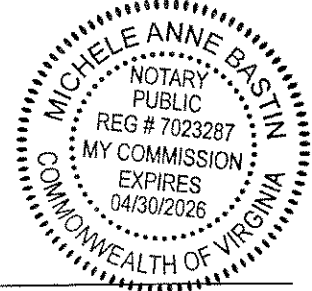
COMMONWEALTH OF VIRGINIA :  
COUNTY/CITY OF Fairfax :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Douglas W Howell Jr President of Edge Hill Heights Owners Association, Inc., has personally acknowledged the same before me in my county/city aforesaid.

Given under my hand and seal this 2 day of April, 2025.

[Signature]  
Notary Public

My Commission Expires: 4-30-2026  
Notary Registration No.: 7023287



ATTEST:

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

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF Fairfax:

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that  
Domen W Howell JR Secretary of Edge Hill Heights Owners Association, Inc., has  
personally acknowledged the same before me in my county/city aforesaid.

Given under my hand and seal this 2 day of April, 2025.

Michelle Bastin  
Notary Public

My Commission Expires: 4/30/2026  
Notary Registration No.: 7023287



## EXHIBIT A

Lots 1 through 32, and Parcels A, B and C, EDGE HILL, as said lots and parcels are duly dedicated, platted and recorded in Deed of Subdivision recorded in Deed Book 9878 at page 644 among the land records of Fairfax County, Virginia.