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This informational Brochure presents information regarding Tysons Station Homeowners Association, Inc. and the rights and obligations of the Owners of Lots in Tysons Station Subdivision (formerly known as Tysonstowne) (the "Subdivision").

Tysons Station Homeowners Association, Inc. ("Association") is a Virginia non-stock corporation formed for the purpose of providing for the maintenance and preservation of the Common Areas, and promoting the health, safety and welfare of the residents of the Subdivision. The Association is governed by its Articles of Incorporation and Bylaws and is comprised of each Owner and Occupant of a Lot, including the Declarant, in the Subdivision. The membership of the Association elects a Board of Directors, which manages the routine affairs of the Association. In turn, the Board of Directors elects the officers of the Association including the President, Vice President, Secretary and Treasurer.

Ownership of a Lot carries with it the right to vote at Association meetings thereby assuring that each Owner has a voice in the business affairs of the Association. Each Owner, other than the Declarant or any Builder, has the right to cast one vote for each Lot owned. The Declarant and Builder have the right to cast 3 votes for each Lot owned. Said right shall continue until such time as the Declarant has conveyed all of the Lots. The reason for this discrepancy in voting rights is to allow the Declarant and Builder to retain control of the Board of Directors thereby ensuring the stability of the Association by administering the Association's affairs until the new Owners become familiar with the project.

The cost of operating the Association is assessed against each Member based on a fiscal year. Such costs include expenses for providing such services as Common Area maintenance (such as lawn care), insurance premiums and other miscellaneous charges including a reserve amount for Common Area replacements. Assessments may be collected quarterly unless otherwise fixed by the Board of Directors and are uniform for each Lot in the Subdivision. The initial annual assessment is set at \$1020.00 per Lot per year. The initial maximum regular assessment is \$1020.00 per Lot per year. The maximum assessment can only be changed in accordance with Article V, Section 4 of the Declaration of Covenants, Conditions and Restrictions of the Subdivision.

As provided in the Bylaws of the Association, each Owner of a Lot in the Subdivision covenants to pay assessments which shall be a lien against the Lot. If the Owner fails to pay an assessment, the Association has the right to enforce the lien by recording a Memorandum of Lien in the county land records and thereafter foreclosing on the lien by an action in court. In addition, the Owner is personally obligated to pay assessments and may be sued personally for his failure to pay.

At the present time the Lots and Common Areas of the Subdivision have been created in accordance with the Declarant's current development plan into One Hundred Twelve (112) Lots and four (4) parcels of Common Area. The Common Area consists of all that property not part of any Lot in the Subdivision. This includes the open area which the Association may have the responsibility to maintain. However, each Owner is

responsible for the maintenance and upkeep of his own Lot including all improvements situated on his Lot, except as otherwise specified in the legal documents. The use of a Lot by the Owner, is subject to certain restrictions as set forth in the legal documents. Furthermore, the HOA may promulgate rules and guidelines for the exterior maintenance of each Lot either through the Board of Directors, or through an Architectural Review Board appointed by the Board of Directors.

Each purchaser is urged to review the legal documents for additional information regarding the Subdivision and the Tysons Station Homeowners Association, Inc.

AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
TYSONS STATION

COY

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS is made effective the 22 day of June, 2003, by CRG
TYSONS, L.L.C., a Virginia limited liability company, (hereinafter the "Declarant"); and RIGGS
BANK, N.A., a national banking association (hereinafter the "Lender"); and JOSEPH M.
CAHILL, TRUSTEE and CASEY BRILL, TRUSTEE, either of whom may act (hereinafter the
"Trustees"); and TYSONS STATION HOMEOWNERS ASSOCIATION, INC., formerly
known of record as TYSONSTOWNE HOMEOWNERS ASSOCIATION, a Virginia Non-
Stock Corporation (hereinafter the "Association").

THIS DOCUMENT WAS PREPARED OUTSIDE OF THE
COMMONWEALTH OF VIRGINIA

WITNESSETH:

WHEREAS, to provide a means for meeting the purposes and intents herein set forth and
the intents and requirements of the Fairfax County, Virginia, the Declarant has incorporated under
the laws of the Commonwealth of Virginia the Association.

WHEREAS, the Declarant is the Owner of Lots 2, 3, 6, 7, 8, 11, 12, 13, 16, 17, 18, 19, 20,
21, 26, 27, 28, 31, 32, 33, 34, 35, 36, 39, 40, 43, 44, 45, 48, 49, 50 and 51, Section One (1), Hahn
Property, as the same appear duly dedicated, platted and recorded among the land records of Fairfax
County, Virginia (the "Land Records") in Deed Book 6081 at Page 1706, and Lots 1A, 4A, 5A, 9A,
10A, 14A, 15A, 22A, 23A, 24A, 25A, 29A, 30A, 37A, 38A, 41A, 42A, 46A, 47A, and 52A,
Section One (1), Hahn Property, per plat and Deed of Resubdivision recorded in Deed Book 6139 at
Page 1842, corrected and re-recorded in Deed Book 6150 at Page 187 among the aforesaid Land
Records and Lots 53 through 99, inclusive of each and Lots 104 through 112, inclusive of each,

Tax # 039-2-31-0002
thru 0056

Ref: Sherrill Title & Escrow, Inc.
18316 Judicial Drive, Suite 300
Fairfax, VA 22030/L.O.

Section Two (2), Hahn Property, as the same appear duly dedicated, platted and recorded among the aforesaid Land Records in Deed Book 6260 at Page 1888, and Lots 100A, 101A, 102A and 103A, Section Two (2), Hahn Property, as the same appear duly dedicated, platted and recorded among the aforesaid Land Records in Deed Book 10151 at Page 815 being all of the lots in said subdivision (the "Property"); and

WHEREAS, the Property is subject to the lien of that certain deed of trust dated May 29, 2003 and recorded among the Land Records in Deed Book 14530 at Page 1208 (the "Deed of Trust") in which Owner conveyed the Property to the Trustees in trust for the benefit of Lender to secure a certain loan indebtedness more particularly described therein; and

WHEREAS, the Association is the Owner of Parcel A, Section One (1) Hahn Property, as duly dedicated, platted and recorded in Deed Book 6081 at Page 1706 among the Land Records and Parcels B, C-1 and D, Section Two (2) as duly dedicated, platted and recorded in Deed Book 6260 at Page 1888 among the Land Records; and

WHEREAS, the Property is subject to that Declaration of Covenants, Conditions and Restrictions dated December 10th, 1984 and recorded among the land records in Deed Book 6081 at Page 1728 (the "Original Declaration"); and

WHEREAS, the rights of the declarants as named in the Original Declaration have expired and said declarants no longer own any lot or other portion of the Property as submitted to the Original Declaration; and

WHEREAS, the Declarant and the Association desire to amend and restate the covenants as set forth in the Original Declaration and to designate the Declarant as Declarant pursuant to the terms hereof, with all rights and privileges reserved thereto; and

WHEREAS, amendment of the Original Declaration requires the approval of at least seventy-five percent (75%) of each class of members of the Association at a meeting of the members duly called for that purpose, or unanimous written consent of all of the members of the Association; and

WHEREAS, the Declarant, as owner of all of the lots making up the Property and therefore the sole member of the Association, has approved and consented to this amendment and restatement of the Original Declaration as evidenced by the Declarant's consent attached hereto.

WHEREAS, the legal name of the subdivision is "Hahn Property" however the subdivision is known commonly as Tysons Station, and such name identifies the community consisting of the Property and the Common Area, all as defined below; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant and the Association hereby amend and restate the Original Declaration as set forth below, and upon recordation of this Amended and Restated Declaration of Covenants, Conditions and Restrictions, the provisions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions shall supersede and replace the provisions of the Original Declaration in its entirety. The Property defined herein and designated on Exhibit A attached hereto shall, from the date this Amended and Restated Declaration of Covenants, Conditions and Restrictions is recorded, be held, conveyed, acquired and encumbered subject to the terms and provisions hereof all of which shall run with the land and bind and inure to the benefit of the Association and all persons who may now or hereafter own or acquire any right, title, estate or interest in or to any of such real property or who may now or hereafter occupy or enter upon thereof.

ARTICLE I
DEFINITIONS

Section 1. "Approval" shall mean and refer to the written approval, or any written waiver of approval rights, or a formal letter stating "no objection."

Section 2. "Assessment" shall mean those assessments as set forth in Article VI hereof. "Annual Assessment" shall mean those Assessments as set forth in Article VI Section 4 hereof, and "Special Assessment" shall mean those Assessments as set forth in Article VI Section 5 hereof.

Section 3. "Association" shall have the meaning ascribed to that term in the preamble hereof.

Section 4. "Book of Resolutions" shall mean and refer to the document containing the rules, regulations, and policies of the Association, as they may from time to time be amended.

Section 5. "Builder" shall mean and refer to a person who, in the regular course of business, purchases Lots and becomes the Owner of such Lots solely for the purpose of constructing improvements or performing renovations upon said Lots for resale, their successors and assigns; provided, however, that no successor or assignee of any Builder shall have any rights or obligations as a Builder hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or shall pass by operation of law. The rights and obligations set forth herein of a Builder, shall cease when all of the Lots have been purchased and settled on by an Owner other than a Builder or the Declarant.

Section 6. "Bylaws" shall mean and refer to the Amended and Restated Bylaws of the Association.

Section 7. "Common Area" shall mean and refer to all real property and improvements thereon owned or leased by the Association for the use and enjoyment of Members. At present said Common Area consists of Parcel A, Section One (1) Hahn Property, as duly dedicated, platted and

recorded in Deed Book 6081 at Page 1706 among the Land Records and Parcels B, C-1 and D, Section Two (2) as duly dedicated, platted and recorded in Deed Book 6260 at Page 1888 among the Land Records as hereinabove described, and including any and all private streets, sidewalks or other areas owned by the Association.

Section 8. "Declarant" shall have the meaning ascribed to that term in the preamble hereof, and shall include the successors and assigns of CRG Tysons, L.L.C.; provided, however, that no successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of the Declarant, as declarant, shall cease when all of the Lots have been purchased and settled on by an Owner other than a Builder or Declarant, or at such time as the Declarant may waive in writing its rights hereunder.

Section 9. "Declaration" shall mean and refer to the covenants, conditions, and restrictions and all other provisions herein set forth in this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Section 10. "Federal Mortgage Agencies" shall mean and refer to the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal Housing Administration ("FHA"), the Department of Veterans Affairs ("VA") and any successor entities to the same, and such other agency or department of the United States Government that shall have an interest in any portion of the Property.

Section 11. "First Mortgagee" shall mean and refer to an Institutional Lender who holds first mortgage or deed of trust on a Lot and who has notified the Association of its holdings.

Section 12. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, the Original Declaration, and the Original Bylaws of the Association, all as drawn by the Original Declarant and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 13. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents, as amended by this Declaration, the Amended and Restated Bylaws and the Book of Resolutions, as such may be further amended from time to time.

Section 14. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured a loan of such a lender, or any combination of any of the foregoing entities.

Section 15. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, with the exception of Common Area as heretofore defined.

Section 16. "Member" shall mean and refer to members of the Association, which shall consist of all Owners.

Section 17. "Notice" shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient, or (2) notice published (a) at least once a week for two consecutive weeks in a newspaper having general circulation in Fairfax County, Virginia or (b) in the newsletter of the Association delivered personally or mailed to each Member.

Section 18. "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one or more persons or entities, including contract sellers; the term shall exclude those having such interest merely as security for the performance of any obligation.

Section 19. "Property" shall mean and refer to Lots 2, 3, 6, 7, 8, 11, 12, 13, 16, 17, 18, 19, 20, 21, 26, 27, 28, 31, 32, 33, 34, 35, 36, 39, 40, 43, 44, 45, 48, 49, 50 and 51, Section One (1), Hahn Property, as the same appear duly dedicated, platted and recorded among the land records of Fairfax County, Virginia (the "Land Records") in Deed Book 6081 at Page 1706, and Lots 1A, 4A, 5A, 9A, 10A, 14A, 15A, 22A, 23A, 24A, 25A, 29A, 30A, 37A, 38A, 41A, 42A, 46A, 47A, and 52A, Section One (1), Hahn Property, per plat and Deed of Resubdivision recorded in Deed Book 6139 at Page 1842, corrected and re-recorded in Deed Book 6150 at Page 187 among the aforesaid Land Records and Lots 53 through 99, inclusive of each and Lots 104 through 112, inclusive of each, Section Two (2), Hahn Property, as the same appear duly dedicated, platted and recorded among the aforesaid Land Records in Deed Book 6260 at Page 1888 and Lots 100A, 101A, 102A and 103A, Section Two (2), Hahn Property, as the same appear duly dedicated, platted and recorded among the aforesaid Land Records in Deed Book 10151 at Page 815, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 20. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold thirty-five percent (35%) of the outstanding votes of the Class A Members and the representation by presence or proxy of one hundred percent (100%) of the outstanding votes of the Class B Members so long as they shall exist.

Section 21. "Registered Notice" shall mean and refer to any Notice, which has been signed for by a recipient or has been certified by the U.S. Postal Service or other entity as having been delivered to the address of the intended recipient. Failure by refusal of an intended recipient to

acknowledge such Notice shall nevertheless constitute receipt when such refusal is witnessed by the party delivering said Notice.

Section 22. "Single Family" shall mean and refer to a single housekeeping unit which includes not more than three adults who are legally unrelated or as may be subsequently defined by Fairfax County, Virginia.

Section 23. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions, and restrictions which may be recorded by the Declarant or Builder, which extends the provisions of this Declaration or which contains such complementary provisions as are deemed appropriate by the Declarant or Builder and as are herein required.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section 1. The Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Fairfax, Commonwealth of Virginia and is described as Lots 2, 3, 6, 7, 8, 11, 12, 13, 16, 17, 18, 19, 20, 21, 26, 27, 28, 31, 32, 33, 34, 35, 36, 39, 40, 43, 44, 45, 48, 49, 50 and 51, Section One (1), Hahn Property, as the same appear duly dedicated, platted and recorded among the land records of Fairfax County, Virginia (the "Land Records") in Deed Book 6081 at Page 1706, and Lots 1A, 4A, 5A, 9A, 10A, 14A, 15A, 22A, 23A, 24A, 25A, 29A, 30A, 37A, 38A, 41A, 42A, 46A, 47A, and 52A, Section One (1), Hahn Property, per plat and Deed of Resubdivision recorded in Deed Book 6139 at Page 1842, corrected and re-recorded in Deed Book 6150 at Page 187 among the aforesaid Land Records and Lots 53 through 99, inclusive of each and Lots 104 through 112, inclusive of each, Section Two (2), Hahn Property, as the same appear duly dedicated, platted and recorded among the aforesaid Land Records in Deed Book 6260 at Page 1888, and Lots 100A, 101A, 102A and 103A, Section Two (2), Hahn Property, as the same appear duly dedicated, platted and recorded among the

aforesaid Land Records in Deed Book 10151 at Page 815, being all of the lots in said subdivision, and Parcel A, Section One (1) Hahn Property, as duly dedicated, platted and recorded in Deed Book 6081 at Page 1706 among the Land Records and Parcels B, C-1 and D, Section Two (2) as duly dedicated, platted and recorded in Deed Book 6260 at Page 1888 among the Land Records, .

Section 2. Additions to the Property. Additional properties may become subject to this Declaration in the following manner:

(a) **Additions by the Declarant.** The Declarant shall have the right to subject to the Declaration any additional property that lies adjacent to the Property, provided that not more than seven (7) years have lapsed since the filing of the Declaration.

(b) **Other Additions.** Additional land, other than that described above, may be annexed to the Property upon approval of two-thirds (2/3) of each class of Members.

The additions authorized under subsections (a) and (b) shall be made by complying with the requirements of the zoning ordinances of Fairfax County, Virginia, by securing the Approval of the Federal Mortgage Agencies, if necessary, by filing of record one or more Supplementary Declarations of Covenants and Restrictions with respect to the additional property, and by filing with the Association the preliminary plat for such additions.

Section 3. Merger. In accordance with its Articles of Incorporation, the property, rights, and obligations of the Association may, by operation of law be transferred to another surviving or consolidated association similar in corporate nature and purposes or, alternatively, the property, rights, and obligations of an association similar in corporate nature and purposes may by operation of law, be added to the property, rights, and obligations of the Association as a surviving operation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidations,

however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Property except as hereinafter provided. Such merger or consolidation shall have the assent of two-thirds (2/3) of each class of Members.

ARTICLE III
THE ASSOCIATION

Section 1. Organization. The Association is a nonprofit non-stock corporation organized and existing under the laws of Virginia charged with the duties and vested with the powers prescribed by law and as set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents other than this Declaration shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Membership.

(a) **Basis.** Membership shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except as provided in the Governing Documents.

(b) **Member's Rights and Duties.** Each Member shall have the rights, duties, and obligations set forth in the Governing Documents.

(c) **Voting Rights.** The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners except the Class B Members. Class A Members shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B Members shall be the Declarant and any Builder who shall have three (3) votes for each Lot in which they hold the interest required for membership.

(d) **Exercise of Vote.** The vote for any membership that is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such

membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

Section 3. Board of Directors.

(a) **Composition.** The number of Directors and methods of selection shall be as provided in the Bylaws. Provided, however, as long as the Declarant has rights hereunder, as Declarant, it shall have the right to appoint three (3) Directors.

(b) **Extent of Power.**

(1) **Powers.** The Board of Directors shall have all powers for the conduct of the affairs of the Association, which are enabled by law or the Governing Documents, and which are not specifically reserved to Members or the Declarant by said Documents.

(2) **Exercise.** The Board of Directors shall exercise its powers in accordance with the Governing Documents.

(c) **Powers and Duties.** Without limiting the generality thereof, the Board shall have the power and obligation to perform the following duties:

(1) **Real and Personal Property.** To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer, or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except, the acquisition, mortgaging, or disposal of Common Area and/or improvements shall be subject to the provisions of Article II and Article IV, respectively; and

(2) **Rule Making.** To establish rules and regulations for the use of the Property as provided in Articles IV and VII hereof, and to review, modify, and approve Architectural standards adopted by the Board of Directors or the Architectural Review Board if formed; and

(3) Assessments. To fix, levy, and collect assessments as provided in Article VI hereof; and

(4) Easements. To grant and convey easements to the Common Area as may become necessary and as provided in Article VII hereof; and

(5) Employment of Agents. To employ, enter into contracts with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct, and perform the business obligations and duties of the Association; and

(6) Mergers/Consolidations. To participate in mergers and consolidations with other corporations as provided in Article II hereof; and

(7) Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Governing Documents, subject to any appeal which may be filed and is pending.

Section 4. The Architectural Review Board.

(a) Formation. Upon a finding by the Board of Directors that it is beneficial to the Association, the Board of Directors may form an Architectural Review Board, which shall have not less than three (3) members who shall be appointed by the Board of Directors for a term of not less than one year.

If formed, the Architectural Review Board may regulate the external design, appearance, and location of the Property and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Architectural Review Board may:

(1) Adopt Standards. Adopt Architectural standards subject to the confirmation of the Board of Directors;

(2) Adopt Procedures. Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions; and

(3) Monitor Compliance. In accordance with the Bylaws and Book of Resolutions, monitor Lots for compliance with Architectural standards and approve plans for alteration.

(b) Appeals. An applicant may appeal an adverse decision of the Architectural Review Board to the Board of Directors, which may reverse or modify such decision.

(c) Absence of an Architectural Review Board. If no Architectural Review Board is formed, the Board of Directors will assume the functions of the Architectural Review Board.

(d) Approval Presumed after 60 days. If an applicant shall file an application for alteration or modification of any Lot or any improvement thereon, the Architectural Review Board shall take action to approve or deny the request within sixty (60) days of the date the request is delivered to the Architectural Review Board, and shall furnish the applicant with its decision within that time. In the event the Architectural Review Board shall fail to act within the sixty (60) day period, the applicant may presume that the application is approved on the sixty-first day after delivery of the application. The presumption of approval shall not apply if the Architectural Review Board notifies the applicant that additional time or information is required to make the decision. All applications shall be made in writing and shall be delivered to the Architectural Review Board by first class mail or overnight delivery to the mailing address of the Association.

Section 5. Fidelity Bond. The Association may, but is not required to obtain fidelity coverage against dishonest acts on the part of directors, officers, managers, employees, or agents responsible for handling funds collected and held for the benefit of the Association.

Section 6. Insurance. The Association shall maintain hazard insurance policies for any improvements on the Common Areas and a comprehensive policy of public liability insurance covering the Common Area. Such insurance policy 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 commonly obtained with regard to projects similar in construction, location, and use.

Section 7. Rules and Regulations. The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Common Areas for the benefit of all Owners of Lots.

ARTICLE IV
COMMON AREA

Section 1. Obligations of the Association. Except as specifically provided in Section 5 hereof, the Association, subject to the conditions set forth in this Declaration, shall be responsible for the maintenance, management and control, for the benefit of the Members, of the Common Area conveyed to it and all improvements thereon, and shall keep the same in good, clean, attractive, and sanitary condition, order and repair in compliance with standards contained in the Book of Resolutions. Further, the Association shall provide for grass cutting and lawn maintenance and maintenance and upkeep of all shrubbery, trees, plantings and other landscaping of all common areas in accordance with good landscaping practices, maintenance of all recreational areas, and maintenance of any fencing which is on or a part of the common area, maintenance of storm

drainage easements, maintenance of sidewalks (including the clearing of all noxious weeds) and maintenance of stormwater management facilities to the extent that such sidewalks and stormwater management facilities are not maintained by Fairfax County. The Association shall have primary responsibility for maintaining the grass and surface covering the stormwater management easement(s), if any, but maintenance of the facilities contained in the easement area(s) shall be the responsibility of Fairfax County, unless otherwise provided in the documents creating such easement(s).

Section 2. Easement of Enjoyment of Common Areas. Subject to the provisions herein, every Member 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.

Section 3. Extent of Members' Easement. The Members' easement of enjoyment created hereby shall be subject to the following:

(a) **Mortgage.** The right of the Association to mortgage any or all of the Common Area with the assent of seventy-five percent (75%) of the Class A Members, one-hundred percent (100%) of the Class B Members, so long as they shall exist, and the consent of fifty-one percent (51%) of the First Mortgagees. In the event of a default upon any mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge reasonable admission and other fees as a condition to continued enjoyment of the Members, and if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and rights of the Members hereunder shall be fully restored;

(b) **Suspension for Non-Payment.** The right of the Association to suspend the voting rights and the right of a Member to use any recreational facilities for any period during which

any assessment against his Lot remains unpaid for more than thirty (30) days after Notice, until such default has been remedied; such rights may also be suspended, after Notice and hearing, for a period not to exceed sixty (60) days for any other infraction of the Governing Documents;

(c) Conveyance. The right of the Association to convey, or transfer all or any part of the Common Area, subject to the prior approval of Fairfax County, Virginia and the recordation of an instrument agreeing to such dedication or transfer signed by seventy-five percent (75%) of the Class A Members and one-hundred percent (100%) of the Class B Members, so long as they shall exist;

(d) Regulation of Use. The right of the Association to regulate the use of the Common Area for the benefit of Members;

(e) Rules and Fees. The right of the Association to establish rules and regulations and fees for the use of the Common Area, by Members and non-members;

(f) License. The right of the Association to license portions of the Common Area to Members on a uniform, non-preferential basis;

(g) Transfer for Boundary Adjustment. The right of the Association, at any time or times, consistent with the then existing zoning ordinances of Fairfax County, and pursuant to a recorded subdivision or resubdivision plat, to transfer part of the Common Area to or at the direction of the Declarant for the purpose of adjusting lot lines or otherwise in connection with the orderly subdivision and development of the Property, provided that: (1) such transfers shall not reduce the portion of the Property required by Fairfax County to be set aside for open space at the time of the transfer, (2) all Lots which were adjacent to Common Area prior to such transfer remain adjacent to Common Area after such transfer; and (3) the adjustment shall not materially alter the Common Area.

Section 4. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, to his guests, and to any tenant or subtenant, subject to such general regulations as may be established from time to time by the association, and included within the Book of Resolutions. The Member shall remain liable for the actions of any such delegee.

Section 5. Members Obligation to Maintain Common Area. Notwithstanding any other provisions of this Declaration, the owner of each Lot which borders any common parcel along the rear or side property lines of such Lot, shall be responsible for all maintenance of common area immediately adjacent to such lot that may be used as flower beds or for shrubs, landscaping or other plantings by such homeowner. Such use shall require the approval of the Association.

Section 6. Title to Common Area. The Declarant hereby covenants that any areas designated as open space, or Common Area which the Declarant may convey to the Association as Common Area, shall be free and clear of liens and financial encumbrances at the time of such conveyance.

**ARTICLE V
RESERVED**

**ARTICLE VI
COVENANT FOR ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed thereto, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual and Special Assessments as are established herein and paid in the manner hereinafter provided.

All such assessments, together with 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 interest thereon and costs of collection thereof, 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 such personal liability shall not pass to his successors in title unless expressly assumed by them. 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 2. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgagee. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure by a First Mortgagee or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become 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.

Section 3. Method of Assessment. All assessments shall be levied by the Association against Lots and collected and disbursed by the Association. The Board of Directors shall fix the amount of the assessments as provided hereinafter, set the dates such assessments shall become due and the payment methods.

Section 4. Annual Assessment.

(a) **Purpose.** The Annual Assessment shall be used exclusively to promote the recreation health, safety, and welfare of the Members and in particular to insure the Common Area and shall include the funding of appropriate reserves for future maintenance, repair, and replacement.

(b) **Basis for Assessment.** For Annual Assessment purposes, there shall be two classes of Lots:

Class I: All Lots which are or have been occupied by a Single Family shall be assessed at one hundred percent (100%) of the Annual Assessment rate.

Class II: All Lots which are Owned by the Declarant or any Builder, and which are not otherwise assessable under the Class I provision shall be assessed at twenty-five percent (25%) of the Annual Assessment rate. As long as the Declarant and Builder pay a Class II assessment for any Lot, the Declarant and Builder shall fund all budget deficits on a per lot pro-rata basis, provided, however, that at such time as the Declarant or Builder have paid what would equal one hundred percent (100%) of the Annual Assessment for their Lots which may receive the benefit of the reduced twenty five percent (25%) assessment hereinabove referred to, then the Declarant and Builder shall only be obligated to pay any further assessments during that annual period in an amount equal to what would be due for such Lots were they owned by a Class "A" Member.

(c) Maximum. Until the first day of the fiscal year following commencement of assessments, the maximum Annual Assessment rate shall be \$1020.00 per lot.

(d) Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Directors may increase the maximum Annual Assessment each year by the greater of: (1) a factor of not more than ten percent (10%) of the maximum Annual Assessment for the current fiscal year, or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the

Metropolitan Washington Area; such increase shall become effective the first day of the next fiscal year.

From and after the first day of the fiscal year immediately following the commencement of assessments, the maximum Annual Assessment may be increased above the amount which can be set by the Board with the assent of two-thirds (2/3) of the votes of each class of Members voting in person or by proxy at a meeting duly called for this purpose.

(e) Amount of Assessment. By a vote of fifty-one percent (51%) of the Directors, the Board shall fix the Annual Assessment at an amount not in excess of the then current maximum Annual Assessment, provided, however, that the Annual Assessment shall be sufficient to meet the obligations imposed by the Declaration and any Supplementary Declarations, pursuant to the budget of the Association. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts. In the event that the maximum Annual Assessment including such increases as provided in subsection (d) above is not sufficient to meet the obligations set forth in the proposed budget of the Association, the Board of Directors shall call a meeting as set forth in subsection (d) for the purpose of increasing the maximum Annual Assessment as necessary to meet the obligations of the Association.

(f) Date of Commencement of Annual Assessment. The first Annual Assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner other than a Builder or the Declarant.

Section 5. Special Assessments.

(a) Restoration Assessment. The Association may levy a Restoration Assessment upon any Lot whose Owner fails to maintain such Lot, as required in Article VII, Section 2, or who fails

to provide such maintenance funds as may be required by this Declaration. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection itself.

(b) Capital Improvement Assessment. The Association may levy in any assessment year a Special Assessment, applicable to that year and payable over not more than the next three (3) succeeding years, 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, or other specified purpose, provided that any such assessment shall have the assent of sixty-seven percent (67%) of a Quorum of Members.

(c) Initial Assessment. Each initial purchaser of a Lot other than the Declarant or a Builder shall pay at settlement on said Lot an initial Assessment, as a capital contribution, equal to one sixth of the then current Annual Assessment established by the Board of Directors.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any Annual Assessment installment not paid within fifteen (15) days after the due date shall be delinquent. Any other assessment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency and may take any one or all of the following actions: (a) declare the entire balance of such Annual or Special Assessment due and payable in full; (b) charge interest from the due date at the rate of twelve percent (12%) per annum or at a variable rate equal to one percent over the Prime Rate, whichever is higher. The "Prime Rate" is defined herein as the rate of interest published in the Washington Post, Washington, D.C., as the Prime Commercial Lending Rate; (c) charge a one time penalty of Fifteen Dollars (\$15.00); (d) give Registered Notice to the Owner that in the event payment with accrued interest is not paid within thirty (30) days from the date of such Notice, then the expressed

contractual lien provided for herein shall be foreclosed; and (e) upon Registered Notice to the Owner, suspend the right of such Owner to vote or to use the Common Area until the assessment and accrued interest is paid in full.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (1) All lots owned by the Declarant or Builder except to the extent of the assessment set forth in Section 4 of this Article; (2) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; (3) all Common Areas; and provided that no property utilized for residential purposes shall be exempt.

**ARTICLE VII
USE OF PROPERTY**

Section 1. Protective Covenants.

(a) **Nuisances.** No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or be detrimental to the well-being of Members. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the community of Tysons Station.

(b) **Restriction on Further Subdivision.** No Lot upon which a single family residence has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided, that this shall not prohibit the Declarant or the Builder from further subdividing Lots, nor prohibit deeds of correction, deeds to resolve boundary line disputes, deeds of re-subdivision as required to resolve zoning violations and similar corrective instruments.

(c) **Conditions for Architectural Control.** The following restrictions are hereby established: No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or

other work, which in any way alters the exterior of any Lot or Common Area or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this Declaration, shall be made or done without the prior approval of the Board of Directors, or the Architectural Review Board, if established pursuant to Article III, Section 4 hereof. No building, residence, or other structure, fence, wall, or landscaping in lieu thereof, shall be commenced, erected, maintained, improved, altered, made, or done on any Lot without the prior written approval of the Board of Directors or the Architectural Review Board. In the event the Board of Directors or the Architectural Review Board fails to approve, modify or disapprove, in writing, a complete and correctly filed application within sixty (60) days of submission thereof, approval will be deemed granted. Total or partial disapproval will include the reasons for such disapproval.

An applicant may appeal an adverse decision of the Architectural Review Board, if formed, to the Board of Directors, which may reverse or modify such decision. In the event the Board of Directors fails to ratify, overrule or modify, in writing, the decision of the Architectural Control Board within thirty (30) days of submission thereof, the decision of the Architectural Control Board will be deemed ratified.

(d) Rules. From time to time the Board of Directors shall adopt general rules, including but not limited to rules to regulate potential problems relating to the use of the Property and the well-being of Members, such as keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, signs, trash and trash containers, maintenance and removal of vegetation on the Property, and the type and manner of application of fertilizers or other chemical treatments to the Property in accord with non-point source pollution control standards. All such general rules and any subsequent amendments thereto shall be placed in the Book of

Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

(e) Exceptions. The Board of Directors may, in its sole and reasonable discretion, issue temporary permits to waive any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Declarant or any Builder is engaged in developing or improving any portion of the Property, the Declarant and any Builder shall be exempted from rules set forth within any portion of this Article VII, and any other rules set forth in this Declaration affecting movement, disposition, and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model homes, except that such exemption shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness, and general appearance of the Property as the Declarant may from time to time publish and make available to all Builders.

(f) Building Restriction Lines. No structure shall be constructed or modified in violation of the building restriction lines established by the zoning ordinances of Fairfax County, or as may be set forth in any deed to or any recorded plat governing the Property.

(g) Residential Use. All Lots shall be used, improved, and devoted exclusively to residential use, except that an "at home" 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, there shall be no distribution of merchandise or other materials on a regular basis nor shall said at home office create any additional motor or foot traffic beyond that anticipated in a first-class suburban residential neighborhood of the quality and standard of Tysons Station. Nothing herein shall be deemed to prevent an Owner from leasing to a Single Family, provided such lease shall be

in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease. Any Owner so leasing shall be obligated to provide the name, address and telephone number of each such tenant to the Board of Directors, as well as the name, address and current telephone number of such Owner. Provisions of this Declaration governing leases shall not apply to the Declarant.

(h) Vehicles. No portion of the Property shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Directors as provided herein:

(1) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. The Association shall have the right to tow any vehicle(s) in the Common Area or within any ingress/egress easements serving the Property. This prohibition shall not apply to normal vehicular use of designated streets, parking structures, and lanes constructed on Common Area, if any.

(2) No junk vehicle or other vehicle, boat or trailer on which current registration tags, county stickers and/or current inspection stickers are not displayed as required shall be kept within any Lot or any part of the Common Area, nor shall repair or extraordinary maintenance of vehicles be carried out on the Property.

(3) Parking of all commercial and recreational vehicles and related equipment, including boats and boat trailers, other than on a temporary and non-recurring basis, shall be in

garages or in areas approved by the Association for such parking. No such area for approved parking is currently contemplated by the Association. There shall be no parking of commercial or recreational vehicles anywhere within public view; parking of commercial and recreational vehicles shall be restricted entirely to garages. If a truck-mounted camper is to be an Owner's primary means of transportation, it shall not be considered a recreational vehicle, provided it meets the following conditions: (i) the vehicle is moved on a daily basis; (ii) it is parked within a garage or driveway; and (iii) if the camper is removed, it shall be stored in an area screened from all surrounding property.

(i) Pets. Subject to limitations as may from time to time be set by Fairfax County, Virginia and the Association, generally recognized household pets, in reasonable numbers, may be kept and maintained on a Lot, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must be leashed in accordance with the ordinances of Fairfax County, Virginia. Each pet owner or custodian shall keep the Property, including Owner's Lot, any other Lot, and all Common Areas free and clear of all pet excreta. It shall be said Owner or custodian's obligation to immediately remove all pet excreta from the Property. No animals or fowl may be kept on the Property which result in annoyance and/or become a nuisance to residents in the vicinity, as determined by the Board of Directors in its sole and reasonable discretion. Violations of this Section may result in the Board of Directors reporting such Owner to the appropriate authorities of Fairfax County, Virginia for enforcement of any and all animal control, zoning or other appropriate ordinances, as well as subjecting such Owner to fines, suspension of voting rights or other privileges associated with Membership and other remedies as set forth in this Declaration or the Governing Documents.

(j) Clothes Drying Equipment. No exterior clotheslines or other exterior clothes drying apparatus shall be permitted on any Lot.

(k) Antennae. Exterior television or other antennae are prohibited, unless approved in writing by the Board of Directors or, if formed, the Architectural Review Board. Provided, however, in accordance with appropriate federal regulations, satellite dishes no larger than eighteen inches (18") in diameter are permitted. Owners should make efforts to use landscaping or other screening to screen said dish from view from the street and neighbors.

(l) Trash Receptacles. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All rubbish, trash and garbage shall be kept within proper receptacles. Each Owner shall store said receptacles solely within the garage, except between the hours of six o'clock P.M. (6:00 PM) on the day before trash pick up, and six o'clock P.M. (6:00 PM) on the day of trash pick up.

(m) Trash Burning. Trash, leaves, and other similar material shall not be burned in violation of Fairfax County law.

(n) Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written approval of the Board of Directors, except customary name and address signs and "For Sale" signs of not more than eighteen inches (18") by twenty-four inches (24").

(o) Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

(p) Fences and Walls. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. Fences and walls built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and

desirability of the surrounding property, shall comply with all Fairfax County, Virginia ordinances and shall comply with the following additional requirements:

- (i) No Owner shall erect any fence anywhere on any Lot except as specifically permitted.
- (ii) Any fence being erected to replace or repair any existing fence shall be of identical material, construction, style and color to the fence being replaced or repaired. Owners desiring to change the fence type may request permission from the Board of Directors or the Architectural Control Committee, if formed.
- (iii) Owners desiring to construct additional fences or to fence other portions of their yard must secure permission from the Board of Directors or the Architectural Control Board, if formed, in advance of constructing any such fence.
- (iv) In no event shall any fence or wall be constructed such that the fence or wall comes forward of the plane of the front face of the home. Walls constructed around flower beds, landscaping or other plantings shall not be included in the prohibition, provided that they do not exceed twelve inches in height and that they are approved in accordance with the conditions for approval to changes of landscaping pursuant to this Declaration.
- (q) Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.
- (r) Storage. Balconies, patios and exterior areas of the Lots shall not be used for storage. Bicycles, children's toys or equipment shall not be kept in the exterior areas of any Lot unless screened from view of the neighbors. Storage of firewood shall be restricted to rear yards. All firewood storage locations must be screened from view from the street and the neighbors as determined by the Board of Directors in its sole and reasonable discretion.

(s) Leases. All leases within Tysons Station shall be for a minimum of Twelve (12) months, and the form used for any lease within Tysons Station shall be submitted for the approval of the Board of Directors, which approval shall not be unreasonably withheld. Such leases must contain a provision requiring the tenant to acknowledge receipt of a copy of the rules and regulations of the Association and the obligation to be bound thereby. Provided, however, that the provisions of this subparagraph (s) shall not apply to the Declarant or any Builder.

(t) Garages. No garage shall be utilized for other than the purpose of storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. Except for the purposes of immediate access to the inside of a garage, Owners and occupants shall make a reasonable effort to keep garage doors in a closed position. Owners shall make a reasonable effort to keep all vehicle(s) parked within the garage with the garage door closed, to the extent allowed by the size of the garage. In no event shall any garage be converted to provide additional living space, or to be used as permanent work shop space or in any other way which would prevent the parking of vehicles within the garage on a permanent or long term basis.

Section 2. Maintenance of Property.

(a) Owner Obligation. Except as otherwise provided herein, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, free of debris, and to the extent that any Owner has prevented, whether intentionally or by neglect, the Association from performing any of its obligations to maintain any lawn, or otherwise restrict the Association's access to such Owner's Lot, such Owner shall perform all required maintenance for such lawns in order to maintain such lawns at a maximum height of six (6) inches, and to provide all other required maintenance in a manner and with such frequency as is consistent with good property management and lawn care.

(b) Association Maintenance. In addition to any other obligations of the Association as set forth in this Declaration and the Governing Documents, the Association shall maintain, repair and replace the Common Area, and all improvements and facilities situated thereon, and shall keep the Common Area and such improvements and facilities in good order at all times. This obligation shall include, without limitation, (i) the maintenance, repair and, as necessary, replacement of any private streets and parking areas within the Common Area, (ii) the maintenance, repair and, as necessary, replacement of any sidewalks and walkways within the Common Area and/or Lots, provided that the Association shall not be obligated to maintain, repair or replace any sidewalk or walkway leader within any Lot that may reasonably be deemed to serve or benefit only that Lot, (iii) the removal of accumulated snow and ice from within all private streets and parking areas within the Common Area and from all sidewalks, walkways, or portions thereof, required to be maintained by the Association pursuant to this Section, (iv) any rights-of-way, entry strips and entrance features or improvements (and the property upon which such entrance features and improvements are located) that are situated within or are appurtenant to and serving the Property, including, without limitation, any landscaping and other flora and improvements situated thereon. The Association shall mow the front and back lawn of any Lot, unless the Owner of such Lot has restricted the access to such lawn in any way as to preclude the Association from performing such maintenance. All other landscaping and yard maintenance not covered herein shall be the responsibility of the Owner of each Lot. The Association shall maintain any property, equipment, machinery, apparatus and other real or personal property (or fixtures) which are the responsibility of the Association pursuant to any easement, lease or other agreement or pursuant to the direction of any governmental authority or agency. The expenses of all such maintenance, repair and

replacement shall be an expense of the Association, including, but not limited to, reserves for the maintenance, repair and replacement of any such property or improvements. The Association shall also maintain any portion of any Lot that it is obligated to maintain pursuant to this Declaration, or any easement or other agreement.

(c) Failure to Maintain. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association, after Notice to the Owner and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot 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 Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for herein for non-payment.

Section 3. Resale of Lots. The contract seller of a Lot shall notify the Board of Directors of the name of the contract purchaser and the scheduled date and place conveyance will be accomplished. The Board thereupon shall prepare and provide the disclosure packet required by Section 55-512 of the Virginia Code and may charge the requesting party a reasonable sum for providing same.

ARTICLE VIII
EASEMENTS

Section 1. Utility Easements. There is hereby created an easement upon, across, over, through, and under the Property for ingress, egress, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable, or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Declarant, Builder, the providing utility or service company, or any agent of any of the foregoing, to maintain facilities and equipment on the Property.

When the utility line for a Lot extends under an adjacent Lot or parcel, the Owner of the Lot or the Owner's agent or designee, may enter the adjacent Lot or parcel for the purpose of maintenance or repair of the utility line, subject to the obligation to restore the adjacent Lot or parcel promptly upon completion of the repair or maintenance.

Section 2. Declarant's Easement to Correct Drainage. For a period of five years from the date of conveyance of each Lot to an Owner other than the Declarant or any Builder, the Declarant and Builder reserve an easement and right-of-way on, over, and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any grading of the land, or to take any other similar action reasonably necessary, following which the Declarant or Builder, as the case may be, shall restore the affected property to its original condition as near as practicable. The Declarant or Builder shall give reasonable notice of intent to take such action to all affected Owners, unless in the sole opinion of the Declarant or Builder, as the case may be, an emergency exists which precludes such notice. No Owner shall take any action or permit any condition which shall interfere with the drainage patterns

established at the time such Owner acquired such Lot, or cause any adverse flow of storm water or other drainage onto any neighboring Lot or property.

Section 3. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Declarant or any Builder is engaged in developing or improving any portion of the Property, such persons shall have an easement of ingress, egress, and use over any lands not conveyed to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs, and (3) conduct of sales or leasing activities, including maintenance of model homes. Such easement shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness, and general appearance of the Property.

Section 4. Easement to Inspect There is hereby created an easement in favor of the Association for ingress and egress on any Lot to: (a) inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with Architectural standards and/or approved plans for alterations and improvements; and (b) perform such maintenance as is required by the Declaration on such Lots, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three days in advance thereof and such inspection is performed during reasonable hours.

Section 5. Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement officers, fire and rescue personnel as needed to carry out their duties, including enforcement of clear emergency vehicle access.

Section 6. Easement for Landscaping, Signs, and Entrance Features. There shall be and is hereby reserved to the Declarant and any Builder, for so long as they retain their rights as

Declarant and Builder, a nonexclusive easement over all Lots and Common Areas for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, landscaping, tree planting, street lights, entrance features and/or "theme areas," lighting, stone, wood, or masonry wall features, and/or related landscaping. Further, there is hereby reserved to the Declarant and any Builder, for so long as they retain their rights as Declarant and Builder, a nonexclusive easement over all Lots not yet conveyed to an Owner other than the Declarant or any Builder, and all Common Areas for the purpose of storage of construction materials and equipment; erection of trailers or other temporary facilities; and any or all other uses in conjunction with the Declarant's and Builders' business activities on the Property, and further for any and all use in conjunction with the marketing of Lots.

Section 7. Easement for Maintenance. There is hereby created an easement in favor of the Association over, upon and under any Lot, at reasonable times, for the purpose of construction of improvements, installation of landscaping, or performing repairs and maintenance of improvements and landscaping serving the Lot Owners and the Common Areas. Such right of entry shall place no obligation on the Association, except to promptly restore any disturbed areas to the extent that such restoration is reasonably possible.

Section 8. Easement Between Homes for Landscaping, Maintenance and Repairs. There shall be and is hereby reserved to the Owner of each Lot, a nonexclusive easement over each adjacent Lot and adjacent Common Areas for the purpose of performing construction, maintenance and repairs to the improvements erected on said Lot, as well as for the purpose of installing, altering, modifying and maintaining any and all landscaping on said Lot. Said easement shall be exercised only during actual construction, maintenance, repair and landscaping activities. All equipment, tools, ladders and other items shall be removed from the easement area as soon as work

is completed, or in the case of multiple day projects, at the end of each workday. Should there be a piece of equipment that cannot reasonably be moved at the end of each workday, the Owner of said Lot shall make an application for an exception to the Board of Directors in accordance with Article VII, Section 1 (e).

Section 9. Reservation of Power of Attorney to Grant Easements.

(a) **Power to Grant Required Easements to Government.** There shall be and is hereby reserved in the Declarant and Builder and their successors and assigns, the right with respect to the Lots and parcels subject to this Declaration, to grant easements required by any government agency or authority. This right shall continue for a period of thirty-six (36) months from date of conveyance of any Lot to any party other than the Declarant or a Builder.

(b) **Cable Television.** There shall be and is hereby reserved to the Association, its successors and assigns, the right with respect to the Lots and parcels subject to this Declaration, to grant easements for the installation and maintenance of television cable, high speed internet access and/or other communication related cables, wires, etc.

ARTICLE IX

APPROVALS, RIGHTS OF INSTITUTIONAL LENDERS AND PUBLIC AGENCIES

Section 1. Consents. Subject to the right of the Declarant to annex additional areas, as provided in Section 2(a) of Article II hereof, unless two-thirds (2/3) of the Members have given their prior written approval, the Association shall not:

(a) **Transfer of Common Area.** By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area or other property owned by the Association. The granting of easements for public utilities or other public purpose consistent with the intended use of the Property, or in accordance with Articles IV and VII hereof, shall not be deemed a transfer within the meaning of this clause;

(b) Insurance of Common Area. Fail to maintain insurance on insurable parts of the Common Area or other Association property on a current replacement-cost basis in an amount not less than one hundred percent (100%) of the insurable value, based on current replacement costs, not including land value;

(c) Use of Insurance Proceeds. Use hazard insurance proceeds for other than the repair, replacement, or reconstruction of such property; or

(d) Additions or Amendments. Add or amend any material provisions of this Declaration or the other Governing Documents concerning the following:

- (i) voting,
- (ii) assessments, assessment liens, or subordination of such liens,
- (iii) reserves for maintenance, repair, and replacement of those parts of the Common Area that may be replaced or require maintenance on a periodic basis,
- (iv) insurance or fidelity bonds,
- (v) responsibility for maintenance and repair of the Property,
- (vi) architectural controls,
- (vii) annexation or withdrawal of property to or from the Property, subject to the provisions of Article II hereof,
- (viii) leasing of Lots,
- (ix) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his property,
- (x) restoration or repair of the Common Areas or any improvements thereon after a hazard, damage, or partial condemnation,

(xi) termination of the Declaration after substantial destruction or condemnation occurs, and

An addition or amendment to this Declaration or the Governing Documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

Section 2. Books and Records. All Institutional Lenders who have an interest in the Property shall have the right to examine the books and records of the Association during normal business hours. The Association shall provide an audited statement for the preceding fiscal year to any Institutional Leader requesting such statement.

Section 3. Payment of Taxes. A First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area.

ARTICLE X GENERAL PROVISIONS

Section 1. Duration. 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 twenty (20) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by not less than seventy-five percent (75%) of the Class A Members, the consent of one-hundred percent (100%) of the Class B Members if any exist, and sixty-seven percent (67%) of the First Mortgagees. A termination must be approved by Fairfax County, Virginia, and be recorded in order to become effective.

Section 2. Amendment. For a period of five (5) years after the recording of this Declaration, the Declarant or Builder shall have the right at their sole and absolute discretion to

make any amendment required by the Federal Mortgage Agencies or the County of Fairfax, Virginia, by the recordation of such amendment following Registered Notice to all Owners. After such five (5) year period, any amendment shall be accompanied by a document signed by not less than sixty-seven percent (67%) of the Class A Members, one-hundred percent (100%) of the Class B Members if any exist, and evidence of the Approvals required by Article IX hereof. Any amendment must be recorded in order to become effective.

Section 3. Enforcement. The Association, any Member or First Mortgagee, as their interest may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration and any Supplementary Declarations. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Board of Directors shall also have the power to assess charges against any Member for any violation of the Declaration or Rules and Regulations for which the member or his family, tenants, guests, or other invitees are responsible. Before any such charges may be assessed, the Member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors. Notice of such hearing shall be hand delivered or given by Registered Notice at least fourteen (14) days prior to the hearing. The amount of any charges so assessed shall not exceed fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature and shall be treated as an assessment against the Member's Lot pursuant to Article VI hereof.

Section 4. Certain Rights of the Declarant. For such time as the Declarant or Builder shall own Lots, their rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions:

There shall be no amendments to the Governing Documents which:

- (a) Discriminate or tend to discriminate against their rights as an Owner;
- (b) Changes Article I hereof, Definitions, in a manner which alters their rights or status;
- (c) Alters their rights under Article II hereof, as regards annexation of additional properties;
- (d) Alters the character and rights of Membership or the rights of the Declarant and Builder as set forth in Article III hereof;
- (e) Alters previously recorded or written agreements with public or quasi-public agencies as regards easements and rights-of-way;
- (f) Denies the right to convey Common Areas to the Association;
- (g) Alters their rights as set forth in Article VI hereof, relating to design controls;
- (h) Alters the basis for assessments;
- (i) Alters the provisions of the protective covenants as set forth in Article VII hereof;
- (j) Alters the number or selection of Directors as established in the By-Laws; or
- (k) Alters the Declarant's or Builder's rights as they appear under this Article.

Section 5. Management Contracts. Until such time as the Class B Membership expires, the Declarant and Builder shall have the right to enter into professional management contracts for the management of the Property, provided however, that such contracts shall not be for more than one (1) year, and once the Declarant and Builder lose their Class B Membership status, the Association shall have the right to terminate such contracts, with or without cause, upon ninety (90) days written notice given to the other party.

Section 6. Limitations. As long as the Declarant and Builder have an interest in developing and marketing any portion of the Property as defined in Article I, hereof, the Association may not use its financial resources to defray any costs of opposing the development or marketing activities of the Declarant or any Builder with regard to its activities in Tysons Station. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 7. 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 8. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then any Supplementary Declarations, then the Bylaws, then the Book of Resolutions; except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 9. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a Common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE XI
DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved at a duly held meeting at which a quorum is present upon the vote of not less than seventy-five percent (75%) of the Class A Members, together with consent

of one-hundred percent (100%) of the Class B Members, if any exist and sixty seven percent (67%) of the First Mortgagees. Prior to dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for dedication to Fairfax County, Virginia. In the event that such dedication is refused acceptance upon dissolution, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to similar purposes.

IN WITNESS WHEREOF, the Declarant, CRG TYSONS, L.L.C., a Virginia limited liability company, and the Association, Tysons Station Homeowners Association, Inc. a Virginia Non-Stock Corporation, execute this Declaration to bind themselves to the terms and conditions provided herein, and have caused these presents to be duly executed this 12 day of June 2003.

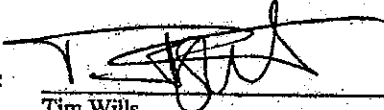
PLEASE SEE FOLLOWING PAGES FOR SIGNATURES

DECLARANT:

CRG TYSONS, L.L.C., a Virginia limited liability company, Owner of all the Lots and sole member of the Association

By: Capitol Realty Group, L.L.C., a Maryland limited liability company, its manager

By: Wills Family Corporation (co-manager)

By: 
Tim Wills
Vice President

By: Meridian Ventures, LC (co-manager)
By: Meridian Homes, Inc. (manager)

By: 
Jonathan Lerner
Chief Executive Officer

State of Maryland
~~COMMONWEALTH OF VIRGINIA~~

COUNTY OF Montgomery, to-wit:

I the undersigned, a Notary Public in and for the County and State, do hereby certify that Tim Wills, in his official capacity as Vice President of Wills Family Corporation, in its capacity as co-manager of Capitol Realty Group, L.L.C., in its capacity as manager of CRG Tysons, L.L.C., a Virginia limited liability company, whose name is signed to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions, has personally appeared before me in my County and State aforesaid and acknowledged the same.

GIVEN under my hand and seal this 12th day of June, 2003.


NOTARY PUBLIC

My Commission Expires: 2/1/06

State of Maryland
COMMONWEALTH OF VIRGINIA

COUNTY OF Montgomery, to-wit:


I the undersigned, a Notary Public in and for the County and State, do hereby certify that Jonathan Lerner, in his official capacity as Chief Executive Officer of Meridian Homes, Inc., in its capacity as manager of Meridian Ventures, LC in its capacity as co-manager of Capitol Realty Group, L.L.C., in its capacity as manager of CRG Tysons, L.L.C., a Virginia limited liability company, whose name is signed to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions, has personally appeared before me in my County and State aforesaid and acknowledged the same.

GIVEN under my hand and seal this 12th day of June, 2003.

Karen A. Lerner
NOTARY PUBLIC

My Commission Expires: 2/1/06

**TYSONS STATION HOMEOWNERS
ASSOCIATION, INC.**
a Virginia Non-Stock Corporation

By: 
Name: Tim Wills
Title: VICE PRESIDENT

STATE OF Maryland
COUNTY OF Montgomery, to-wit:

I, the undersigned Notary Public, in and for the State and County aforesaid, do hereby certify that Tim Wills ^{VICE PRESIDENT} ~~as President~~ of Tysons Station Homeowners Association, Inc., a Virginia Non-Stock Corporation whose name is signed to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 12th day of June, 2003.


NOTARY PUBLIC

My Commission Expires: 2/1/06

The Lender and Trustees join herein for the sole purpose of subordinating the lien of the Deed of Trust to this Amended and Restated Declaration of Covenants, Conditions and Restrictions, and the various covenants, easements and other matters contained herein.

LENDER:

RIGGS BANK, N.A.

By: Elizabeth C. Halling
Name: Elizabeth C. Halling
Title: Vice President

STATE OF District of
COUNTY OF Columbia, to-wit:

I, the undersigned Notary Public, in and for the State and County aforesaid, do hereby certify that Elizabeth C. Halling in her official capacity as Vice President of Riggs Bank, N.A., a national banking association, whose name is signed to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 16th day of June, 2003.

[Signature]
NOTARY PUBLIC

My Commission Expires: 04/30/06

TRUSTEES:

JOSEPH M. CAHILL, TRUSTEE

Casey Brill
CASEY BRILL, TRUSTEE (sole Acting)

STATE OF _____

COUNTY OF _____, to-wit:

I, the undersigned Notary Public, in and for the State and County aforesaid, do hereby certify that Joseph M. Cahill, Trustee, whose name is signed to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this _____ day of June, 2003.

NOTARY PUBLIC

My Commission Expires: _____

~~STATE OF~~ District of

~~COUNTY OF~~ Columbia, to-wit:

I, the undersigned Notary Public, in and for the State and County aforesaid, do hereby certify that Casey Brill, whose name is signed to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 16th day of June, 2003.

Paula Renee
NOTARY PUBLIC

My Commission Expires: 04/30/06

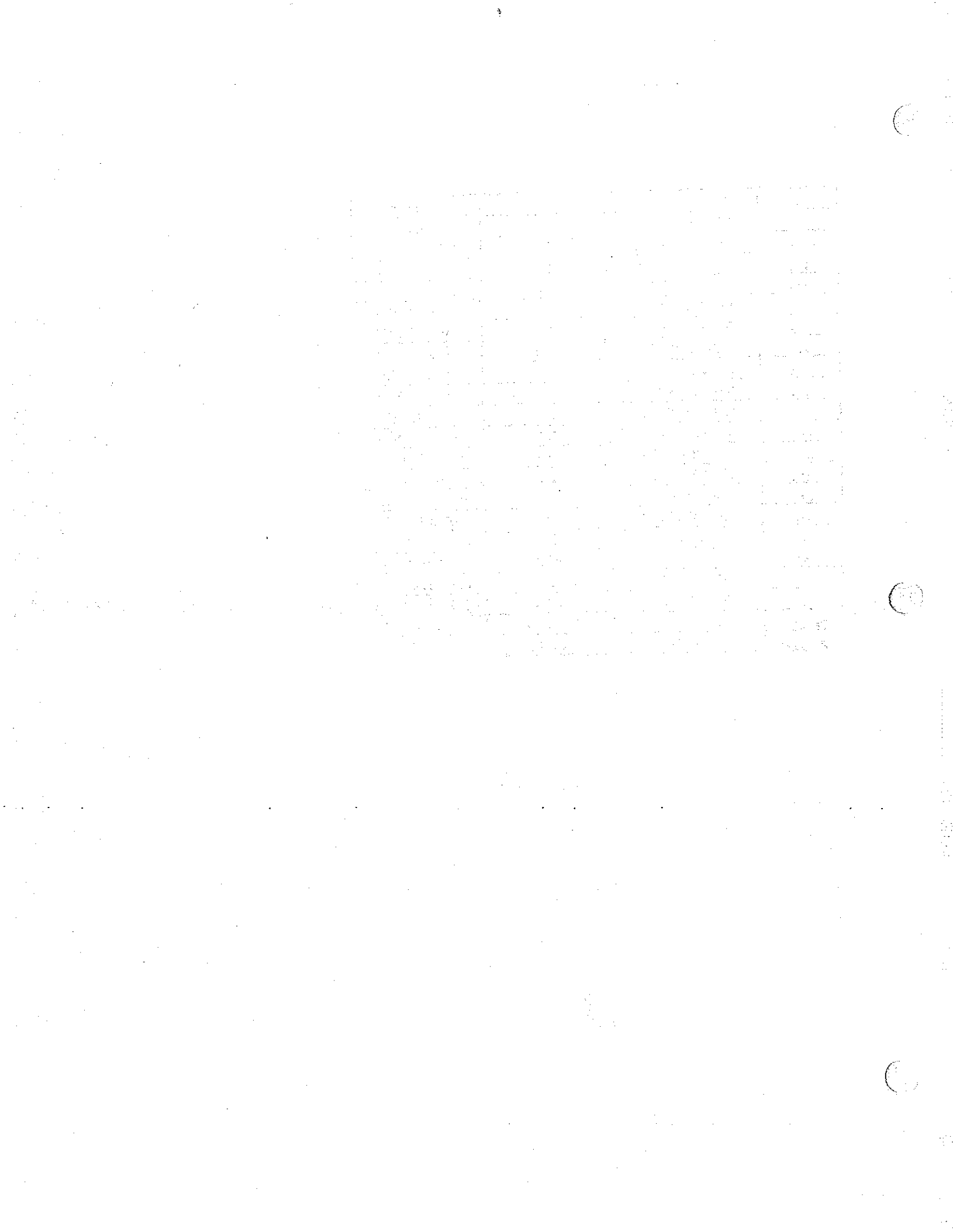
TYSONS STATION

LOT	ID NO.	LOT	ID NO.
2	039-2-31-0002	57	039-2-31-0057
3	039-2-31-0003	58	039-2-31-0058
6	039-2-31-0006	59	039-2-31-0059
7	039-2-31-0007	60	039-2-31-0060
8	039-2-31-0008	61	039-2-31-0061
11	039-2-31-0011	62	039-2-31-0062
12	039-2-31-0012	63	039-2-31-0063
13	039-2-31-0013	64	039-2-31-0064
16	039-2-31-0016	65	039-2-31-0065
17	039-2-31-0017	66	039-2-31-0066
18	039-2-31-0018	67	039-2-31-0067
19	039-2-31-0019	68	039-2-31-0068
20	039-2-31-0020	69	039-2-31-0069
21	039-2-31-0021	70	039-2-31-0070
26	039-2-31-0026	71	039-2-31-0071
27	039-2-31-0027	72	039-2-31-0072
28	039-2-31-0028	73	039-2-31-0073
31	039-2-31-0031	74	039-2-31-0074
32	039-2-31-0032	75	039-2-31-0075
33	039-2-31-0033	76	039-2-31-0076
34	039-2-31-0034	77	039-2-31-0077
35	039-2-31-0035	78	039-2-31-0078
36	039-2-31-0036	79	039-2-31-0079
39	039-2-31-0039	80	039-2-31-0080
40	039-2-31-0040	81	039-2-31-0081
43	039-2-31-0043	82	039-2-31-0082
44	039-2-31-0044	83	039-2-31-0083
45	039-2-31-0045	84	039-2-31-0084
48	039-2-31-0048	85	039-2-31-0085
49	039-2-31-0049	86	039-2-31-0086
50	039-2-31-0050	87	039-2-31-0087
51	039-2-31-0051	88	039-2-31-0088
1A	039-2-31-0001-A	89	039-2-31-0089
4A	039-2-31-0004-A	90	039-2-31-0090
5A	039-2-31-0005-A	91	039-2-31-0091
9A	039-2-31-0009-A	92	039-2-31-0092

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10A	039-2-31-0010-A	93	039-2-31-0093
14A	039-2-31-0014-A	94	039-2-31-0094
15A	039-2-31-0015-A	95	039-2-31-0095
22A	039-2-31-0022-A	96	039-2-31-0096
23A	039-2-31-0023-A	97	039-2-31-0097
24A	039-2-31-0024-A	98	039-2-31-0098
25A	039-2-31-0025-A	99	039-2-31-0099
29A	039-2-31-0029-A	104	039-2-31-0104
30A	039-2-31-0030-A	105	039-2-31-0105
37A	039-2-31-0037-A	106	039-2-31-0106
38A	039-2-31-0038-A	107	039-2-31-0107
41A	039-2-31-0041-A	108	039-2-31-0108
42A	039-2-31-0042-A	109	039-2-31-0109
46A	039-2-31-0046-A	110	039-2-31-0110
47A	039-2-31-0047-A	111	039-2-31-0111
52A	039-2-31-0052-A	112	039-2-31-0112
53	039-2-31-0053	100A	039-2-31-0100-A
54	039-2-31-0054	101A	039-2-31-0101-A
55	039-2-31-0055	102A	039-2-31-0102-A
56	039-2-31-0056	103A	039-2-31-0103-A
Parcel A	039-2-31-A	Parcel C-1	039-2-31-C-1
Parcel B	039-2-31-B	Parcel D	039-2-31-D

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**AMENDED AND RESTATED BY-LAWS OF
TYSONS STATION HOMEOWNERS ASSOCIATION, INC.**

These Amended and Restated By-Laws, amend, restate and fully replace any pre-existing By-Laws of Tysons Station Homeowners Association, Inc., formerly known as Tysonstowne Homeowner's Association.

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is **TYSONS STATION HOMEOWNERS ASSOCIATION, INC.**, formerly known as Tysonstowne Homeowners Association, and hereinafter referred to as the "Association". The initial principal office of the Association shall be located at 115 Beulah Road, Unit 100D, Vienna, Virginia 22180, but meetings of Members and Directors may be held at such places within the State of Virginia, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1: "Association" shall mean and refer to Tysons Station Homeowners Association, Inc., formerly known as Tysonstowne Homeowners Association its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the "Declaration" and such additions, which, from time to time, may be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer to all real property and improvements thereon owned or leased 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 map of the Property with the exception of the Common Area and streets dedicated to public use.

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

Section 6. "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one or more persons or entities, including contract sellers; the terms shall exclude those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to CRG Tysons, L.L.C., a Virginia limited liability company, its successors or assigns, if such successors or assigns should acquire more than one undeveloped Lot for the purposes of development.

Section 8. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the Land Records of the Circuit Court of Fairfax County, Virginia.

Section 9. "Notice" shall mean written notification by first class mail, hand delivery, overnight delivery or telecopier to the address maintained in the records of the Association. Notice may be subject to additional requirements with regard to time of delivery as noted herein. Notice shall be deemed received under this section upon the date of hand delivery or transmittal by telecopier, the day following deposit with a recognized overnight delivery service, or the second day following deposit in the U.S. Mail.

Section 10. "Registered Notice" shall mean written notification sent via the U.S. Mail, registered, return receipt requested.

ARTICLE III MEMBERSHIP

Every person or entity who is a record owner of a fee 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 that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one Membership. Membership shall be appurtenant to and may not be separated from

ownership of any Lot that is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership.

ARTICLE IV
PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

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 suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days, and for a period not to exceed sixty (60) days for any other infraction of its published rules and regulations;

(b) The right of the Association, at any time or upon dissolution, consistent with the then existing zoning ordinances of Fairfax County, and consistent with its designation as "open space", 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 provided that any such dedication or transfer shall have the assent of two-thirds (2/3) of each class of Members and the recordation of an instrument consenting to such dedication or transfer signed by two-thirds (2/3) of each class of Members.

(c) The right of the Association to grant any public utility with or without payment to the Association, and consistent with the "open space" designation thereof, easements for the construction, reconstruction, installation, repair and/or 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 utility to acquire or damage any improvements situate upon the Common Areas, or other structures or installations situate 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 a manner now or hereafter governing proceedings for the acquisition of private property for public use by condemnation in this State.

Section 2. Delegation of Use. Any Member may delegate, in accordance with the By-Laws, 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 Member's Lot.

ARTICLE V
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. Initially the Board of Directors shall consist of three (3) Directors. Commencing with the first annual meeting of the Association after the termination of the Class B Members, as said Class B Members are defined in the Declaration, the Board shall consist of not less than three (3) nor more than five (5) Directors. The number of Directors shall be determined by a vote of the Members at said meeting of Members. The number of Directors may be changed by a vote of the Members at any subsequent annual or special meeting of the Members; provided, however, that (a) the limitations of this Article V shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director. Directors need not be Members. The number of Directors may be changed by amendment of the Bylaws.

Section 2. Election. At each Annual Meeting, the Members shall elect all Directors for a term of one (1) year. Provided, however, the Declarant shall have the rights set forth in the Declaration.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual reasonable expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting, by obtaining

the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present, shall be regarded as the act of the Board.

ARTICLE VII NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

(a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) To suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association for more than thirty (30) days. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for any other infraction of published rules and regulations;

(c) To exercise for the Association all powers, duties, and authority vested in or delegated to this Association, not reserved to the Membership, or other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) To declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent without cause or excuse from three (3) consecutive regular meetings of the Board of Directors; and

(e) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) To do all other things allowed by law not inconsistent with the Articles of Incorporation, the Declaration, or other provisions of these By-Laws.

Section 2. Duties. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) To supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided herein and in the Declaration:

(1) to fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII; and

(2) to send written notices of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) To issue, or cause an appropriate officer to issue, upon demand, the association disclosure packet required by Section 55-512 of the Code of Virginia, as amended. A reasonable charge may be made by the Board for the issuance of these packets. Such packet shall be conclusive evidence of payment of any assessment therein stated to have been paid;

(e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association; and

(f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) To cause the Common Area to be maintained in accordance with the standards adopted by the Board.

ARTICLE IX COMMITTEES

Section 1. Architectural Review Board. The Association may appoint an Architectural Review Board as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate to carry out its purposes.

Section 2. Complaints. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director, or Officer of the Association as is further concerned with the matter presented.

ARTICLE X MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of Members shall be held within twelve (12) months after effective date of these Bylaws and each subsequent regular annual meeting of the Members shall be held no less than twelve (12) months nor more than fourteen (14) months after the prior annual meeting, on such date and at such time and place, as the Board of Directors shall designate.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all votes of the Membership.

Section 3. Notice of Meetings. Written Notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty days (30) days (but not more than sixty (60) days) before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of Notice. Notwithstanding the aforesaid, in the case of a special meeting, Members shall be given written notice as set forth above at least ten (10) days (but not more than thirty (30) days) before such special meeting. The person calling the meeting may waive such notice upon the declaration of an emergency. Such Notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or by proxies entitled to cast, thirty-three and one-third percent (33 1/3%) of the votes of the Class A Members and the presence in person or by proxy of fifty-one percent (51%) of the votes of the Class B Members, so long as they shall exist, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without other notice than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable, valid for no more that eleven (11) months, and shall automatically cease upon conveyance by the Member of his Lot.

**ARTICLE XI
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The Officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other Officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first annual meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written Notice to the Board, the President, or the Secretary. Such resignations shall take effect on the date of receipt of such Notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments, and shall co-sign checks and promissory notes.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve Notice of meetings of the Board and the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meetings, and deliver a copy of each to the Members.

ARTICLE XII ASSESSMENTS

Section 1. Obligation. As more fully set forth in Article V of the Declaration, each Class A Member is obligated to pay to the Association annual and special assessments. Assessments are secured by a continuing lien upon the Lot against which the assessment is made.

Section 2. Remedies of the Association in the Event of Default. Any Annual Assessment installment not paid within fifteen (15) days after the due date shall be delinquent. Any other assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency and may take any one or all of the following actions: (a) declare the entire balance of such General or Special Assessment due and

payable in full; (b) charge interest from the due date at a rate of eighteen percent (18%) per annum; (c) charge a one time penalty of Fifteen Dollars (\$15.00), (d) give Registered Notice to the Owner that in the event payment with accrued interest is not paid within thirty (30) days from the date of such Notice, then the expressed contractual lien provided for herein shall be foreclosed; and (d) upon Registered Notice to the Owner, suspend the right of such Owner to vote or use the recreational facilities until the assessment and accrued interest is paid in full.

ARTICLE XIII BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and these By-Laws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of a quorum of Members present in person or by proxy.

ARTICLE XV MISCELLANEOUS

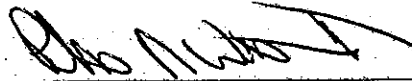
Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation,

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

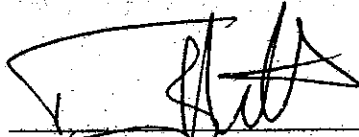
[SEE FOLLOWING PAGES FOR SIGNATURES]

IN WITNESS WHEREOF, we, being a quorum of the Directors of Tysons Station Homeowners Association, Inc., have hereunto set our hands this ____ day of June, 2003.

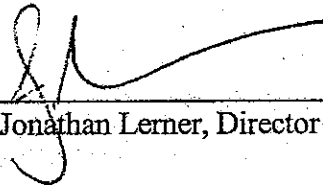
DIRECTORS:



Name: Philip R. Wills, III, Director



Name: Timothy B. Wills, Director



Name: Jonathan Lerner, Director

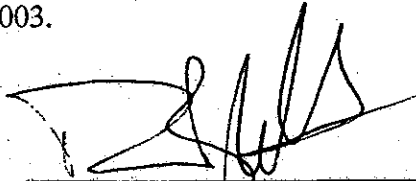
CERTIFICATE

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Tysons Station Homeowners Association, Inc., a Virginia non-stock corporation; and

THAT the foregoing By-Laws constitute the Amended and Restated By-Laws of said Association, as duly adopted on the ____ day of June, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of June, 2003.



Tim Wills, Secretary

CERTIFICATE OF OWNERS

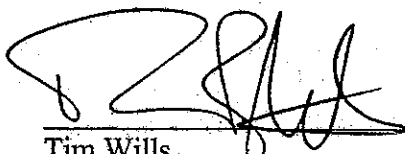
The undersigned, being all of the owner of all of the Lots being eligible for and having membership in the Association and therefore being the sole member of Tysons Station Homeowners Association, Inc. do hereby elect and appoint Trey Wills, Tim Wills and Jonathan Lerner as the directors of the Association and do hereby consent to the replacement of the Bylaws of the Association with the Amended and Restated Bylaws of Tysons Station Homeowners Association, Inc. effective as of the date hereof.

OWNER:

CRG TYSONS, L.L.C., a Virginia limited liability company,
Owner of all the Lots and sole member of the
Association

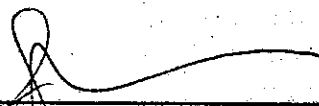
By: Capitol Realty Group, L.L.C., a Maryland limited
liability company, its manager

By: Wills Family Corporation(co-manager)

By: 

Tim Wills
Vice President

By: Meridian Ventures, LC (co-manager)
By: Meridian Homes, Inc. (manager)

By: 

Jonathan Lerner
Chief Executive Officer

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS AND
DIRECTORS OF TYSONS STATION HOMEOWNERS ASSOCIATION, INC.,
IN LIEU OF A SPECIAL MEETING OF THE BOARD
OF DIRECTORS AND A SPECIAL MEETING OF THE MEMBERS

We the undersigned, being all of the members of the Board of Directors of Tysons Station Homeowner's Association, Inc., a Virginia Corporation, formerly Tysonstowne Homeowner's Association, Inc. (the "Association"), pursuant to §13.1-865 of the Code of Virginia and the Association's Bylaws, do hereby unanimously consent in lieu of special meeting of the Board of Directors of the Association to the following resolutions effective as of June 1, 2003.

Whereas, CRG Tysons, L.L.C. ("CRG") is the Declarant, as the term is defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions Tysons Station (the "Declaration") and is also the owner of all of the lots in Tysonstowne subdivision (the "Project"); and

Whereas, CRG desires to change the name of the Association from Tysonstowne Homeowner's Association, Inc. to Tysons Station Homeowner's Association, Inc. to reflect the new character of the project; and

Whereas, the existing directors of the Association have all resigned as officers and directors of the Association; and

Whereas, CRG desires to appoint officers and directors to replace the former officers and directors of the Association; and

Whereas, CRG desires to amend and restate the Bylaws and for that purpose hereby adopts the amended and restated Bylaws of Tysons Station Homeowner's Association, Inc. effective as of the date hereof; and

Whereas, CRG desires to ratify any and all actions taken on behalf of the Association between the time CRG became the owner of the project and the date hereof.

NOW, THEREFORE, BE IT RESOLVED That the name of this Association shall be changed to **TYSONS STATION HOMEOWNERS ASSOCIATION, INC.**

FURTHER, BE IT RESOLVED that the amended and restated Bylaws of Tysons Station Homeowner's Association, Inc. are hereby adopted as the Bylaws of the Association effective immediately; and

FURTHER, BE IT RESOLVED that the directors and officers of the Association are as follows:

Phillip R. Wills, III, President and Director

Timothy B. Wills, Secretary/Treasurer and Director

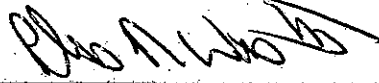
Jonathan Lerner, Director

These officers and directors are hereby appointed pursuant to the authority granted in the amended and restated Bylaws of the Association as adopted herein.

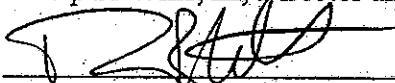
AND FURTHER, BE IT RESOLVED, that all actions of the Association taken prior to the date hereof are ratified and accepted by the members, officers, and directors of the Association.

WITNESS the following signatures and seals:

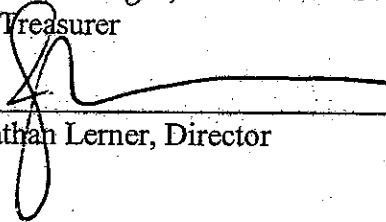
BOARD OF DIRECTORS



Phillip R. Wills, III, Director and President



Timothy B. Wills, Director and Secretary and Treasurer



Jonathan Lerner, Director

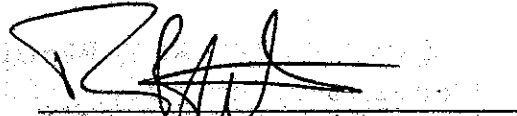
MEMBER:

CRG TYSONS, L.L.C., a Virginia limited liability company, Owner of all the Lots and sole member of the Association

By: Capitol Realty Group, L.L.C., a Maryland limited liability company, its manager

By: Wills Family Corporation (co-manager)

By:

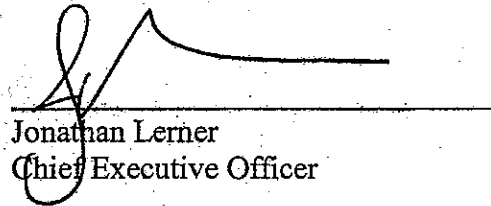


Timothy B. Wills
Vice President

By: Meridian Ventures, L.C. (co-manager)

By: Meridian Homes, Inc. (manager)

By:



Jonathan Lerner
Chief Executive Officer

ARTICLES OF AMENDMENT
TYSONS STATION HOMEOWNERS ASSOCIATION, INC.
(formerly known as Tysonstown Homeowners Association, Inc.)

1. The prior name of the corporation is Tysonstown Homeowners Association, Inc.
2. The new name of the corporation is Tysons Station Homeowners Association, Inc.
3. This Amendment was adopted pursuant to a Unanimous Consent of the Members effective June 1, 2003.

The undersigned President of the association, authorized to act on the corporation's behalf declares that the fact stated herein are true as of June 1, 2003.

**TYSONS STATION HOMEOWNERS
ASSOCIATION, INC.**

By: 

Philip R. Wills, III, President

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
58 CHEMISTRY BUILDING
CHICAGO, ILLINOIS 60637

RECEIVED
JAN 15 1964

FROM: [Illegible]

TO: [Illegible]

SUBJECT: [Illegible]

RE: [Illegible]

DATE: [Illegible]

BY: [Illegible]

FOR: [Illegible]

BY: [Illegible]

DATE: [Illegible]

BY: [Illegible]

DATE: [Illegible]

BY: [Illegible]

Settlement
2003

2004

Ordinary Income/Expense	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Income														
Rental Income														
HOA DUES	9,520	9,520	9,520	9,520	9,520	9,520	9,520	9,520	9,520	9,520	9,520	9,520	9,520	123,760
HOA Capital Contributions			3,400	850	850	850	850	850	850	850	850	850	850	11,900
Total Income	9,520	9,520	12,920	10,370	10,370	10,370	10,370	10,370	10,370	10,370	10,370	10,370	10,370	135,660
Expense														
Bank Fees	7	7	7	7	7	7	7							49
Management Fee										2,500	2,500	2,500	2,500	10,000
Courier & Fed Ex		12			12			12			12			48
Licenses & Taxes				250										250
Accounting Expense					2,500									2,500
Misc Administrative														-
Total 6300 - Administrative	7	19	7	257	2,519	7	7	12	-	2,500	2,512	2,500	2,500	12,847
Maintenance														
6540 - Snow Removal						1,000	1,000	2,500	2,500	1,000				8,000
6520 - Exterminating	100	100	100	100	100	100	100	100	100	100	100	100	100	1,300
6525 - Trash Removal	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	22,750
6535 - Landscaping	1,666	1,666	1,666	1,666	1,666	1,666	1,666	1,666	1,666	1,666	1,666	1,666	1,666	21,658
6570 - Exterior Repairs	250	250	250	250	250	250	250	250	250	250	250	250	250	3,250
6585 - Common Area Maintenance	100	100	100	100	100	100	100	100	100	100	100	100	100	1,300
6590 - Supplies on Hand	20	20	20	20	20	20	20	20	20	20	20	20	20	260
6595 - Misc Maintenance	200	200	200	200	200	200	200	250	250	250	250	250	250	2,900
6780 - Insurance Expense	417	417	417	417	417	417	417	417	417	417	417	417	417	5,421
Total - Maintenance	4,503	4,503	4,503	4,503	4,503	5,503	5,503	7,053	7,053	5,553	4,553	4,553	4,553	66,839
Capital Reserves														
Sidewalk Maintenance	450	450	450	450	450	450	450	450	450	450	450	450	450	5,850
Streets Maintenance	500	500	500	500	500	500	500	500	500	500	500	500	500	6,500
Tot Lots	100	100	100	100	100	100	100	100	100	100	100	100	100	1,300
Basket Ball Court	75	75	75	75	75	75	75	75	75	75	75	75	75	975
Total - Reserves	950	950	950	950	950	950	950	950	950	950	950	950	950	12,350
Total Expense	4,510	4,522	4,510	4,760	7,022	5,510	5,510	7,065	7,053	8,053	7,065	7,053	7,053	79,686
NET INCOME	5,010	4,998	8,410	5,610	3,348	4,860	4,860	3,305	3,317	2,317	3,305	3,317	3,317	55,974
Cash Balance After Reserves	4,060	4,048	7,460	4,660	2,398	3,910	3,910	2,355	2,367	1,367	2,355	2,367	2,367	43,624

Tyson Station Homeowners Association, Inc.

POLICY RESOLUTION NO. 1-2006

Procedures for the Collection of Assessments and Fees

Whereas, Article VI, Section 1 of the Tyson Station Homeowners Association, Inc. (hereinafter referred to as the "Association") Declaration of Covenants, Conditions and Restrictions creates an assessment obligation for all Owners; and

Whereas, Article VI, Section 3 of the Declaration authorizes the Board of Directors, representing the Association, to fix the amount of assessments, set the dates such assessments shall become due and set payment methods; and

Whereas, Article VI, Section 6 of the Declaration specifies the types of remedies the Association may take when an owner is in default under the terms of the Declaration; and

Whereas, for the financial health of the Association as well as for the protection of all Owners' equity interest, the Board of Directors deems it necessary and desirable to establish orderly procedures for the collection of assessments;

Now, therefore, be it resolved that the following assessment procedures be adopted:

I. Routine Collections

- A. Annual assessment installment payments are due and payable on the first day of January of each year. For the convenience of the lot Owners, while still satisfying the operating needs of the Association, the annual assessment may be payable in monthly installments, being due and payable on the first day of each calendar month. All additional assessments and monetary charges shall be due and payable in full on the due date(s) provided for in a notice of additional assessments or monetary charges.
- B. All documents, correspondence and notices relating to assessments or monetary charges shall be mailed to an Owner at the address that appears on the books of the Association or as modified in writing by an Owner.
- C. Non-receipt of a notice shall in no way relieve an Owner of the obligation to pay the amount due by the due date.
- D. Monetary charges assessed pursuant to Section 55-513.B of the Virginia Property Owners' Act and Article VI, Section 6 of the Declaration shall be collected as an assessment or in such manner as shall be determined by the Board.

II. Remedies for Nonpayment of Assessments

- A. If a payment is not received, in full, by the managing agent, by the fifteenth day of each assessment period, the respective account shall be deemed late. A "Reminder Notice" setting forth the amount of any delinquent assessments shall be sent to Owners who have not paid their assessments in full by the sixteenth day after the due date.
- B. If a payment is not received, in full, by the managing agent, by the thirtieth day after the due date, the account will be referred to the Association's legal counsel, who will forward a "Notice of Intent to Accelerate Installments and File a Memorandum of Lien" to the Owner. The notice will be sent to the Owner by certified mail, return receipt requested. The costs, including legal fees incurred in connection with collection of the Owner's delinquent assessments, the certified mail and a \$10.00 administrative fee, will be added to the delinquent Owner's account.
- C. If payment, in full, including late charges and the cost of the certified letter, is not received by the Association's legal counsel within ten (10) days after the date of notice to the Owner of the "Notice of Intent to Accelerate Installments and File Lien," the remaining installments of the annual assessment will be accelerated and legal counsel will file a lien against the Owner's lot. Counsel will also file a civil suit against the Owner in the General District Court of the County of Fairfax to recover payment of the assessments. The cost of filing both the lien and the civil suit will be added to the account, plus accrued late fees, interest chargeable by law on the unpaid assessments, and all other costs, including the cost of certified letters incurred in the collection process. If an Owner defaults in paying any sum or monetary charges assessed against his lot, which continues for a period in excess of thirty days, interest at the rate of 12% per annum or at a variable rate equal to one percent over the prime rate, whichever is higher ("Prime rate" is defined herein as the rate of interest published in *The Washington Post*, Washington, D.C. as the prime commercial lending rate) may be imposed on the principal amount unpaid from the due date until paid. No notice of the imposition of such interest need be provided to the Owner. Such interest shall be part of the continuing lien as provided for in Article VI, Section 6 of the Declaration.
- D. If payment, in full, including the cost of attorney's fees, filing charges, late fees, interest payments, delinquent fees and accelerated fees, is not received by the Association's legal counsel within thirty days from the date of the filing of a lien, legal counsel may be authorized by the Board to initiate a foreclosure on the lien(s) filed against any Owner pursuant to Section 55-516.1 of the Virginia Property Owners' Act and Article VI, Section 6 of the Declaration.
- E. If during any fiscal year the Association receives from any Owner two (2) or more returned checks for payment of assessments, the Board may require that all future payments be made by certified check or by cashier's check or money order for the remainder of the fiscal year. A \$25.00 charge will be assessed to the Owner's account for each returned check.

- F. The Board may grant a waiver of any provision herein upon petition in writing by an Owner alleging a personal hardship. Such relief granted to an Owner shall be appropriately documented in the Association's files. The documentation shall include, without limitation, the basis for taking such action.
- G. The Board hereby authorizes the managing agent to waive the imposition of late fees on payments received by the managing agent after the thirtieth day of the month, so long as the delinquent Owner has owned the lot for less than six (6) months at the time of the delinquency and, in the judgment of the managing agent, the delinquency was the result of a misunderstanding of the correct procedures relating to the payment of the assessment. Such a waiver may be granted only once to any delinquent Owner. All Owners who are delinquent shall be subject to the provisions of this Resolution and to the provisions of Article VI of the Declaration.
- H. All costs incurred by the Association as a result of any violation of the Declaration, Bylaws, Rules and Regulations or Resolutions of the Association or the Virginia Property Owners' Association Act by an Owner, his family, employees, agents or licensees, shall be assessed against such Owner.
- I. Payments received from any Owner will be credited against the Owner's account in the following order of priority:
- a. Attorneys' fees, court costs and administrative expenses;
 - b. Interest accrued, late fees and return check charges;
 - c. All other charges incurred by the Association as a result of any violation by an Owner, his family, employees, agents or licensees of the Declaration, Bylaws, Rules and Regulations or Resolutions or the Virginia Property Owners' Association Act, including monetary charges assessed pursuant to Section 55-513.B of the Virginia Property Owners' Association Act;
 - d. The quarterly assessments for each lot shall be applied first to the oldest amount due; and
 - e. Special assessments.

The effective date of this Resolution shall be May 9th, 2006.

Tyson's Station Homeowners Association, Inc.

RESOLUTION ACTION RECORDED

Resolution Type: Policy Resolution No. 1-2006

Pertaining to: Collection of assessments and fees.

Duly adopted at a meeting of the Board of Directors held: 5-9-06

Motion by: Jane Zanini Seconded by: Michael Joffe

	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Jane Zanini</u> Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Secretary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Secretary _____ Date _____

FILE:
Book of Minutes - 20 _____

Book of Resolutions:

Policy	Book No. _____ / _____	Page No. _____
Administrative	_____ / _____	_____
Special	_____ / _____	_____
General	_____ / _____	_____

Tyson's Station Homeowners Association, Inc.

POLICY RESOLUTION NO. 2-2006

Procedures to Ensure Due Process in Enforcement Cases

Whereas, pursuant to its authorities in the Declaration of Covenants, Conditions and Restrictions (hereinafter Declaration) and Bylaws, the Board of Directors representing Tyson's Station Homeowners Association, Inc. (hereinafter referred to as the "Association"), enforces numerous regulations of the Association, including, but not limited to, those regulations set forth in the Declaration and in the Association's Architectural Guidelines, which govern the external appearance and use of the Association's residential lots, and its Rules and Regulations (hereinafter collectively referred to as the Association's "Governing Documents"); and

Whereas, Section 55-515 of the Virginia Property Owners' Act (hereinafter referred to as the "Act") and the Declaration charge all lot Owners and their tenants, guests and invitees with compliance with the Declaration and all provisions of the Act; and

Whereas, Section 55-513 of the Act confers upon the Board of Directors the power to establish, adopt and enforce rules and regulations with respect to the use of Association common areas and with respect to such other areas of responsibility assigned to the Association; and

Whereas, Section 55-513.B of the Act authorizes the Association, through its Board of Directors and to the extent expressly so provided in the Association's Governing Documents, to assess charges against lot Owners and to suspend use rights or services for violations thereof for which the lot owner or his family members, tenants, guests or other invitees are responsible; and

Whereas, Article III, Section 3, paragraph 7 of the Declaration grants the Board of Directors the right to enforce or effectuate any of the provisions of the Governing Documents; and

Whereas, Section 55-513.B of the Act further provides that certain procedures must be followed before such charges or suspensions may be assessed; and

Whereas, it is the intent of the Board of Directors to enforce the Association's Governing Documents for the benefit, welfare and protection of the Association's lot Owners and residents by establishing procedures that ensure due process and consistency of enforcement, and it is further the intent of the Board Directors that this Resolution be deemed to set forth rules and regulations of the Association;

Now, therefore, be it resolved that the Board of Directors, by the Act, the Declaration and this Resolution, are hereby empowered to suspend the rights of use or services and to assess charges pursuant to Section 55-513.B of the Act, and it is further resolved that the Board of Directors shall assess such charges for any violation of the Governing Documents by the following:

1. Unless the Board declares an emergency or otherwise finds that an alleged violation poses a health or safety risk to the residents of the Association, the Board of Directors must provide Owners with a written notice and an opportunity to cure any alleged violation of the Association's Governing Documents before the Board may begin any enforcement procedures.

2. The Board shall send a first notice of citation in writing and deliver it personally or via first class mail to an Owner at his/her address, listed in the Association's records, and to the property address if the Owner's listed address is different from the property address.

3. The first notice of citation shall generally advise the Owner of the nature of the offense, cite the specific provision within the Association's Governing Documents or state the approved standards which the Owner has allegedly violated, specify the remedy required, and state the number of days within which the member must complete corrective action (an Owner shall be allowed thirty [30] days, from the issuance of a first notice of citation, to correct an offense).

4. If the Owner does not remedy the offense within the number of days requested in the notice of citation, the Board of Directors reserves the right and the authority to issue a second notice of citation, which shall follow the basic form of the first notice of citation and include any additional information deemed important by the Board of Directors concerning the alleged offense.

5. The second notice of citation shall also: a) warn the Owner of the Board's authority to impose monetary charges as a sanction for violations of the Association's Governing Documents and b) inform the Owner of his/her right to request a hearing before the Board of Directors to contest the citation and to have legal counsel present at any such hearing. If the Owner's counsel will be present at the hearing, the Owner must notify the Board in writing so that the Board may also have its counsel present if it so desires. The second notice shall include a date by which the Owner must submit a written request for a hearing before the Board of Directors (an Owner shall have fifteen [15] days, from the receipt of a second notice of citation, to submit a written request for a hearing before the Board of Directors).

6. The Board shall deliver the second notice of citation by hand or by registered or certified mail, return receipt requested, to the Owner at his/her address, listed in the Association's records, and to the property address if the Owner's listed address is different from the property address. The Board will deem notification effective if any Owner fails or refuses to sign for any registered or certified mailing from the Association.

7. If the Owner does not remedy the offense within the number of days requested in the second notice of citation and the Owner has not requested a hearing in writing by or before the date set forth in the notice, the Board shall deem the Owner to have waived the right to a hearing, and the Board shall have the power to impose monetary charges as a sanction for the violation as well as any other remedy available under the law. The Board of Directors shall not be required to conduct a hearing unless the Owner formally requests a hearing in writing by or before the date set forth in the second notice of citation.

8. When an Owner requests a hearing, in writing, by or before the date set forth in the second notice, the Board of Directors shall set the time, date and place of the hearing, at its discretion, and then shall deliver written notice of the time, date and place of the hearing to the Owner by hand or by registered or certified mail, return receipt requested, at least fifteen (15) days in advance of the hearing date.

At the hearing, the Board of Directors shall provide the Owner with a reasonable amount of time to present any and all defenses regarding the citation. The Owner may have counsel present at the hearing. If the Owner's counsel will be present at the hearing, the Owner must notify the Board in writing so that the Board may also have its counsel present if it so desires.

9. Following the hearing, the Board of Directors shall meet in executive session to determine whether it has received satisfactory proof of remedy of the alleged violation and, if so, whether it should impose a sanction. The Board will reconvene during its regular meeting to vote on any sanction or action.

10. When the Board's judgment is unfavorable to the Owner, the Board may impose monetary charges as an assessment against the Owner's lot or suspend the Owner's privileges. The Board may levy a monetary charge for a single offense of \$50.00 and, for a continuing offense, a charge of \$10.00 per day from the date set forth in the written notice issued by the Board, up to a total of ninety (90) days.

11. Notice of the Board of Directors' decision regarding the imposition of monetary assessments or the suspension of a Owner's privileges must be delivered to the Owner by hand or by registered or certified mail, return-receipt requested, within seven (7) days of the Board's vote on the matter or as otherwise required by the Act.

12. The Board of Directors reserves the authority to hold Owners legally responsible for ensuring that the Owners of their household and their tenants, guests or invitees comply with the Association's Documents.

13. The procedures outlined in this Resolution may be applied to all violations of the Association's Governing Documents but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Association's Governing Documents, including, but not limited to, the initiation of suit, perfecting a lien against the title to the lot or self-help remedies. The Board of Directors reserves the authority to assign all of its powers and responsibilities herein to a standing or special committee of its choice or to its manager or managing agent.

The effective date of this Resolution shall be May 9th, 2006.

Tyson's Station Homeowners Association, Inc.


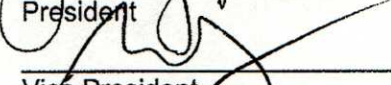
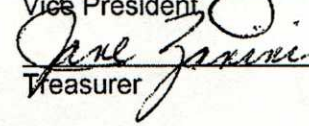
RESOLUTION ACTION RECORDED

Resolution Type: Policy Resolution No. 2-2006

Pertaining to: Due process in enforcement cases.

Duly adopted at a meeting of the Board of Directors held: 5-9-06

Motion by: Jane Zanini Seconded by: Micha Joffe

	VOTE:			
	YES	NO	ABSTAIN	ABSENT
 _____ President	<input checked="" type="checkbox"/>	_____	_____	_____
 _____ Vice President	<input checked="" type="checkbox"/>	_____	_____	_____
 _____ Treasurer	<input checked="" type="checkbox"/>	_____	_____	_____
_____ Secretary	_____	_____	_____	_____
_____ Director	_____	_____	_____	_____

Secretary Date _____

FILE:
Book of Minutes - 20 _____

Book of Resolutions:

	Book No.	Page No.
Policy	_____ / _____	_____ / _____
Administrative	_____ / _____	_____ / _____
Special	_____ / _____	_____ / _____
General	_____ / _____	_____ / _____