

THIS DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

made this 9th day December, 1976, by Edward R. Carr, Martin R. West, Jr., and James E. Millar, Trustees, their successors and assignees, parties of the first part; RIDGE DEVELOPMENT CORP., a Virginia corporation, its successors and assignees, party of the second part; and SIGNAL HILL HOMES ASSOCIATION, a Virginia non-stock corporation, hereinafter known as "Association."

WHEREAS, the parties of the first part by Deed dated June 17, 1976, and recorded in Deed Book 4424, at page 57, of the land records of Fairfax County, Virginia acquired title to the real property described in Exhibit A hereof; and

WHEREAS, the party of the second part by Deed of Dedication and Subdivision dated November, 1976 and recorded in Deed Book 4528, at page 64 dedicated and subdivided a tract or parcel of land acquired from the parties of the first part by Deed dated November 19, 1976, and recorded in Deed Book 4515, at page 790, into Section ONE-A (1-A), SIGNAL HILL and as more particularly described in Exhibit B here of; and

WHEREAS, the parties of the first and second parts contemplate and intend to create on the herein described real property a residential community with permanent open spaces and other common facilities for the benefit of the community and to provide for the preservation of the values and amenities of said community and such other area as maybe subjected from time to time to this Declaration; and, to this end, the parties of the first and second parts do hereby declare and publish their intent to subject all or portions of the herein described property that may from time to time be dedicated and subdivided into lots and open space designated for conveyance to a homes association to this Declaration so that the easements, covenants restrictions and conditions hereof shall be binding on all persons entities having or acquiring any right, title or interest in said real property or any part thereof, and shall insure to the benefit of each owner thereof; and

WHEREAS, the parties of the first and second parts have deemed it desirable for the efficient preservation of the values and amenities of said community to create an agency which shall be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges herein after created; and

WHEREAS, the party of the first part has incorporated under the laws of the State of Virginia, as a non-stock corporation, SIGNAL HILL HOMES ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the party of the second part, herein after referred to as "Declarant", for and in consideration of the premises and the covenants contained herein, does hereby grant, establish and convey to each Owner of a Lot mutual non-exclusive rights, privileges and easements of enjoyment on equal terms in common with all other owners of Lots, in and to the use of the Common Area; and FURTHER, does hereby declare the real property described in the Deed of Dedication and Subdivision recorded immediately prior hereto and designated as Lots ONE (1) through SIXTY ONE (61), inclusive, ONE HUNDRED NINETY FIVE (195) through TWO HUNDRED TEN (210), inclusive, and Parcel A, SIGNAL HILL, Section ONE-A (I-A), to be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, charges and liens (hereinafter referred to as "Covenants and Restrictions"), hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their being successors and assignees, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to SIGNAL HILL HOMES ASSOCIATION, its successors and assignees.

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

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

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

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

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Ridge Development Corp., party of the first part, its successors and assignees, if such successors or assignees should acquire from the party of the first part more than one undeveloped Lot.

"Declarant" shall also mean and refer to Edward R. Carr, Martin R. West, Jr., and James E. Millar, Trustees, their successors or assignees, in the event Edward R. Carr, Martin R. West, Jr. and James E. Millar, Trustees, or their successors or assignees, dedicate and subdivide all or a portion of the property described in Exhibit A into lots and open space and subject the lots and open space to this Declaration.

ARTICLE II 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 who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE III VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B: The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Article II; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1984.

**ARTICLE IV
PROPERTY RIGHTS**

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

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property and to acquire property encumbered by the lien or liens of the deed or deeds of trust securing improvements on said property;
- (d) The right of the Association to suspend the voting rights and right to use of the Common Area and the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (e) The right of the Association at any time or upon dissolution 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 who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. And upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents.

- (f) The right of any public utility to acquire, without the payment of damages to the Association, 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 public utility to acquire or damage any improvements situate upon the Common Areas, or other structures or installations situate thereof which would otherwise be deemed to be part of the realty; without 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
COVENANT FOR MAINTENANCE ASSESSMENTS

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

- (a) Annual assessments or charges, and
- (b) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collections thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section-2. Purpose of Assessments - The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the payment of taxes and improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3.

Basis and Maximum of Annual Assessments - Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty Dollars (\$60.00).

- (a) From and after January 1 of the year immediately following the conveyance, of the first Lot, the maximum annual assessment maybe increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index for the Washington, D.C. standard metropolitan area (published by the Department of Labor, Washington, D. C.) for the year ending the preceding July 1; provided, however, that any increase in an annual assessment as provided hereinabove shall not exceed five percent (5%) of the preceding annual assessment.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment maybe increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding three (3) years and thereafter for each succeeding period of three (3) years, provided that any such change shall have the assent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.
- (c) After consideration of current maintenance costs and further needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess or the maximum.

Section 4.

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

Section 5.

Rate of Assessment - Both annual and special assessments shall be fixed at a uniform rate for all Lots not owned by a Declarant. Any Lots owned by a Declarant shall be assessed at one-fourth (1/4) of the rate of lots not owned by a Declarant so long as the Declarant has Class B membership status.

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

Section 7. Date of Commencement of Annual Assessments Due Dates – The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject there to. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Remedies of the Association in the Event of Default – If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and / or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

Section 10. Exempt Property - The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area;
- (c) All properties owned by charitable or other organizations exempt from taxation by the laws of the State of Virginia.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI RESTRICTIVE COVENANTS

Section 1. The properties shall be used for residential purposes only. The Declarant, however, for itself, its successors and assignees, reserves the right, prior to sale and transfer of any Lot, pursuant to a recorded subdivision plat, to alter, amend and change any lot lines or subdivision plan. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family detached dwelling and garage, if constructed as part of the original dwelling, except original construction on any Lot by the Declarant, without the approval of the Architectural Control Committee. No residence, or any part thereof, nor any outbuildings related thereto, shall be used for the conduct of any business, commerce, or profession.

Except for those related to real estate sales and construction, no sign, advertisement or message shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in, or from, any residence or residential property.

Notwithstanding the foregoing with the prior written consent of Declarant:

- (a) During the construction and/or sales period, real estate sales and construction offices, displays, signs, and special lighting may be erected, maintained and operated by Declarant, or its assignees, on any part of the property and on or in any building or structure now or hereafter erected thereon.
- (b) On lots now or hereafter specifically designated for such purposes by Declarant, there may be erected, and / or operated, a church or place of public worship, a school accredited by the State of Virginia Board of Education, a public park, or a noncommercial swimming pool, a recreational area, and appurtenances thereto.

Section 2. No clothing, laundry or wash shall be aired or dried on any portion of the Common Areas, or on any portion of the Lots other than in the rear of the Lots.

Section 3. No tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

Section 4. No noxious or offensive activity shall be carried on upon any portion of the Common Areas or upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood.

Property owners shall at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance.

Except for flower gardens, shrubs and trees which shall neatly maintained, all open lot areas shall be neatly maintained as lawns, and kept mowed to a uniform height.

Section 5. No sign of any kind that is illuminated and / or larger than two-square feet shall be displayed to the public view on any Lot, except temporary real estate signs not more than four square feet in area advertising the property for sale or rent and except for temporary signs erected in connection with the development, construction, lease, or sale of improved Lots.

Section 6. No horse, pony, cow, chicken, pig, hog, sheep, goat or other domestic or wild animal shall be kept, or maintained on any Lot or on any portion of the Common Areas; however, common household pets, such as dogs, cats, may be kept or maintained, provided that they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or the neighborhood.

Section 7. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

No accumulation or storage or litter, new or used building materials or trash of any other kind shall be permitted on any Lot.

Section 8. No person shall paint the exterior of any building a color different than the original color of said building without the proposed color having been approved by the Board of Directors of the Association, or by an Architectural Control Committee appointed by the Board.

Section 9. No structure or addition to be a structure shall be erected, placed or altered on any lot, or on any portion of the Common Areas, until the plan and specification, including elevation, material, color and texture and a site plan showing location of improvement with grading modifications shall be filed with and approved in writing by the Board of Directors of the Association or an Architectural Control Committee appointed by the Board.

Structure shall be defined to include any building or portion thereof, fence, pavement, driveway or appurtenances to any of the aforementioned. This provision shall not apply to original construction on any Lot by the Declarant.

No temporary building shall be maintained on any Lot, or on any portion of the Common Areas, without the approval of the Association or its Architectural Control Committee.

Section 10.

With the exception of certain Lots located in an area, including but not by way of limitation the terminus of a cul-de-sac or pipestem after approval by the Board of Directors as hereinafter provided, no fence or similar enclosure may be built on any Lot except a rear yard fence, which shall be of wood construction and not extend beyond the front line of the dwelling erected on the Lot.

Certain Lots located in an area such as the terminus of a cull-de-sac or pipestem, but not limited to those areas, may deviate from the above fencing limitations only upon approval by the Board of Directors of a request for such an exception.

Chain Link fences are specifically prohibited.

Fences shall not exceed 42 inches in height and shall be of at least 50% open design. This restriction shall not be construed to preclude the growth of an ornamental hedge fence which shall be kept neatly trimmed to a height of not more than three feet around the front yard of any Lot.

Any fence built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

The words "rear yard" as set forth above shall not include any area that extends in front of the building restrictive lines as established by the Zoning Ordinances of Fairfax County, Virginia, and shall apply to both of the street frontages on all comer lots.

In the event the building is set back more than the building restriction line or lines as set forth above, the fences cannot be located closer than the front of the dwelling or extension thereof as located on said Lot, and in the case of corner Lots, said fence cannot be located closer to either street than the house is located from said streets.

In the event of the enclosure of a patio comprising an area substantially less than the rear yard as defined above, the fence may be no more than 7 feet in height so as to provide private screening for said patio and the side of the patio located closest to the house shall be no more than 5 feet from the rear line of said house.

The above mentioned maximum height of 42 inches for a rear yard fence may be increased for those Lots on which a swimming pool is constructed and maintained on the rear of the Lot to the minimum height of the fence required by the appropriate authorities of Fairfax County, Virginia, to be erected around a swimming pool.

Notwithstanding the above, the owners of Lots that border on Rolling Road, Burke Lake Road, or those Common Areas immediately adjacent to the Southern Railroad may erect a solid fence no more than 7 feet in height on the boundary of their Lot contiguous with the aforementioned areas.

Section 11. No junk vehicle, house trailer, or commercial vehicles, such as, but not limited to, moving vans, trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers or buses, shall be kept on any Lot or any portion of the Common Areas.

No storage of boats, boating equipment, travel trailers, camping equipment, or recreational vehicles shall be visible from the street. The location and design of enclosures for boating, camping, trailing (other than automobiles) and related equipment shall be approved by the Architectural Control Committee as required under Paragraph 9 herein.

No metal garage shall be erected on any Lot.

Section 12. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration of Covenants, Conditions and Restrictions.

Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 13. 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 14. The Architectural Control Committee shall consist of the Directors of the Association, or a committee of three persons appointed by them.

Applications for committee approval shall be in writing.

Approval or disapproval by the Committee shall also be in writing.

Failure of the Committee to approve or disapprove a request within sixty (60) days shall be construed as Committee approval of the request.

ARTICLE VII EASEMENTS

- Section 1.** There is hereby granted a blanket easement to the Association, its directors, officers, agents, and employees, to any Manager employed by or on behalf of the Association, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the Properties in the exercise of the functions provided by this Declaration and the Articles, By-Laws and Rules of the Association, in the event of emergencies, and in performance of governmental functions.
- Section 2.** The rights accompanying the easements provided by Section 1 of this Article shall be exercised only during reasonable daylight hours and then whenever practicable only after advance notice to, and with the permission of, any Owner or tenant directly affected thereby when not an emergency situation or a governmental function.
- Section 3.** The Declarant its agents and employees, shall have a right of ingress and egress over the Common Area as required for construction and development of the Properties.
- Section 4.** Easement for Utilities, Etc. – There shall be and is hereby reserved to the Declarant a perpetual and nonexclusive easement over any Lot for the purpose of installing, repairing and / or maintaining utility lines of any sort including, but not limited to, storm drains, sanitary sewers, gas lines, electric lines and / or cables, waterlines, telephone lines and the like.
- Section 5.** Easement for Landscaping and Related Purposes – There shall be and is hereby reserved to Declarant a perpetual and nonexclusive easement over all Lots, or any Common Area, for a distance of fifteen (15) feet behind any Lot line which parallels a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features and / or "theme areas", light, stone, wood, or masonry wall features and / or related landscaping.

**ARTICLE VIII
COMMON DRIVEWAYS**

Section 1. Definitions:

- (a) "Common Driveways" shall be the areas within the Ingress and Egress Easements as shown on the plats attached to the Deed of Dedication and Subdivision for any Section of SIGNAL HILL or as may subsequently be established by Declarant.
- (b) "Affected Lots" shall be the Lots encumbered by and / or served by a Common Driveway.

Section 2. Restrictions:

- (a) Common Driveways shall be used for the purpose of ingress and egress to the affected Lots served by the individual ingress and egress Easements for governmental and other emergency vehicle ingress and egress and for construction and maintenance of utilities.
- (b) No act shall be performed by any Member, their tenants, guests or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other authorized member in and to the Common Driveway or an Affected Lot.
- (c) There shall be no parking within a Common Driveway at any time except for delivery and / or emergency vehicles, unless all Owners of Affected Lots pertaining thereto shall agree upon other parking limitations.

Section 3.

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

- (a) through the act of Member or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Member to rebuild and repair the Common Driveway without cost to the other Owners of Affected Lots for that Driveway.
- (b) other than the act of Member, his agents, guests, or family, it shall be the obligation of all Owners of Affected Lots for that Common Driveway to rebuild and repair such Common Driveway at their joint and equal expense. To this end, the Owners of Affected Lots for a Common Driveway shall assess themselves periodic dues which shall be used to defray the costs of said rebuilding and repair. Any lien arising out of an assessment for repair or maintenance of Common Driveways shall be subordinate to the lien of any first or second deed of trust or mortgage.
- (c) In the event of any dispute arising concerning the use, repair and, maintenance of said Common Driveways as set forth herein, which cannot be resolved by the Owners, such dispute shall be resolved by arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

**ARTICLE IX
GENERAL PROVISIONS**

Section 1. Enforcement - The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration.

Failure by the Association or by any Owner to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or an Owner to enforce such right, provision, covenant, or condition in the future.

All rights, remedies and privileges granted to the Association or any owner pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative, and the exercise of anyone or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as maybe granted to such party by this Declaration, or at law or in equity.

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

Section 3. Amendment - The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

The covenants and restrictions of this Declaration may be amended in whole or in part, provided that any such amendment shall have the assent of seventy-five percent (75%) of the votes of the Lot Owners, at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Any amendment must be properly executed and acknowledged (in the manner required by Law for the execution and acknowledgment of deeds) by the Association and recorded among the land records of Fairfax County, Virginia.

Section 4. Annexation of Additional Properties:

- (a) The Association may, at any time, annex additional areas and provide for maintenance, preservation and architectural control of residence Lots, and so add to its membership under the provisions of Article II, provided that any such annexation shall be authorized at a duly held meeting at which a quorum is present by the assent of more than two-thirds (2/3) of each class of members; and
- (b) if within eight (8) years of the date of incorporation of this Association, the Declarant should develop additional lands within that certain tract described in Exhibit "A" attached hereto and incorporated herein by this reference, such additional land may be annexed to said Properties without the assent of the Association.

Section 5. FHA / VA Approval - After initial approval of the Lots for FHA or VA financing for so long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

- (a) Annexation of additional properties, except the land within that certain tract described in Exhibit "A" hereto;
- (b) Dedication of Common Area; and
- (c) Amendment of the Declaration of Covenants, Conditions and Restrictions.

WITNESS the following signatures and seals:

SIGNAL HILL HOMES ASSOCIATION

By:

/s/ Donald R. Glenn
Donald R Glenn, President

/s/ Joyce Fuller (SEAL)
Joyce Fuller, Director

/s/ James McGhee (SEAL)
James McGhee, Director

/s/ Nazir Dossani (SEAL)
Nazir Dossani, Director

/s/ Eugene Ackerman (SEAL)
Eugene Ackerman, Director

EXHIBIT "A"

All that certain land situate in Fairfax County, Virginia, more particularly described as follows:

Beginning at a point in the Southeasterly R/W line of Burke Lake Road (RT #645) said point of beginning marking the most Northerly corner of The Wilmet Corporation;

thence with the Southeasterly line of Burke Lake Road the following courses: N35°33'00" E, 107.61 feet; N41°34'00" E, 100.72 feet; N45°15'00" E, 89.80 feet and N48°29'30" E, 1639.37 feet to a point;

thence departing from Burke Lake Road and running through the property of Omer L. Hirst et al the following courses: S41°30'30", 266.26 feet; with a curve to the right whose radius is 1000 feet (and whose chord is S35°24' 19" E, 212.64 feet) an arc distance of 213.04 feet; S29°18'07" E, 478.47 feet and N60°41'53" E, 929.44 feet to a point in the Westerly side of Rolling Road (RT #638);

thence with the Westerly side of Rolling Road S28°41'30" E, 45.06 feet and S29°43'30" E, 606.08 feet to a point a corner to Ann P. Hirst;

thence departing from Rolling Road with the lines of Ann P. Hirst the following courses: N77°18'08" W, 27.09 feet; N29°43'00" W, 74.30 feet; S53°00'20" W, 805.70 feet; S67°55'13" W, 1164.93 feet to an iron pipe found; S39°29'30" E, 994.28 feet to an iron pipe set and N62°12'25" E, (passing through an iron pipe found at 1814.04 feet) 1814.51 feet to a point in the aforementioned Westerly side of Rolling Road;

thence with the Westerly side of Rolling Road the following courses: S29°06'26" E, 1024.92 feet; S10°19'42" E, 675.00 feet; S03°31'30" W, 103.10 feet; S38°07'00" W, 70.67 feet; S20°01'00" W, 85.90 feet and S06°48'30" E, 80.59 feet to a point in the Northerly R/W line of the Southern Railroad;

thence with the Northerly R/W line of the Southern Railroad the following courses: S87°05'30" W, 1336.36 feet; S02°54'30" E, 10.00 feet; S87°05'30" W, 140.00 feet; with a curve to the left whose radius is 1950.00 feet (and whose chord is S86°30'30" W, 39.71 feet) an arc distance of 39.71 feet; N04°04'30" W, 20.00 feet; with a curve to the left whose radius is 1970.00 feet (and whose chord is S80°45'45" W, 354.52 feet) an arc distance of 355.00 feet; N14°24'00" W, 80.00 feet; with a curve to the left whose radius is 2050.00 feet (and whose chord is S72°56'15" W, 190.46 feet) an arc distance of 190.53 feet and S70°16'30" W, 111.58 feet to an iron pipe found in the Northeasterly line of Henry J. Rolfs;

thence with the Northeasterly line of Henry J. Rolfs N38°29'49" W, 1105.84 feet to an iron pipe found, a common corner to Rolfs and the aforementioned The Wilmet Corporation;

thence with the Northeasterly line of The Wilmet Corporation N38°30'35" W, 1950.62 feet to the point of beginning, containing 170.00000 Acres of land.

EXHIBIT "B"

Lots ONE (1) through SIXTY ONE (61), inclusive, ONE HUNDRED NINETY FIVE (195) through TWO HUNDRED TEN (210), inclusive, and Parcel A, SIGNAL HILL, Section ONE-A (1-A); as the same are duly dedicated, platted, and recorded in Deed Book 4528, at page 89, among the land records of Fairfax County, Virginia.

THIS AMENDMENT AGREEMENT made this 8th day of March, 1977, by EDWARD R. CARR, MARTIN R. WEST, JR., and JAMES E. MILLAR, TRUSTEES, their successors and assignees, parties of the first part; RIDGE DEVELOPMENT CORP., a Virginia corporation, its successors and assignees, party of the second part; and SIGNAL HILL HOMES ASSOCIATION, a Virginia non-stock corporation, hereinafter referred to as "Association".

WHEREAS, the parties of the second part subjected Lots ONE (1) through SIXTY ONE (61), inclusive, and ONE HUNDRED NINETY FIVE (195) through TWO HUNDRED TEN (210), inclusive, and Parcel A, SIGNAL HILL, Section One-A (1-A) to the covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions dated December 9, 1976 ("Declaration") and recorded in Deed Book 4528, at page 89, et seq. of the land records of Fairfax County, Virginia; and

WHEREAS, the parties hereto agree that it is in the best interest of the Signal HILL community to amend the Restrictive Covenants of the Declaration as hereinafter provided; and

WHEREAS, the party of the second part is the sole owner and proprietor of all the Lots of Section ONE-A (1-A), SIGNAL HILL, now therefore,

WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt of which is, hereby acknowledged, the party of the second part, together with the parties of the first part and the Association, who join herein to acknowledge their consent to this amendment, do hereby amend Article VI, Restrictive Covenants, Section 10 of the Declaration of Covenants, Conditions and Restrictions dated September 9, 1976 and recorded in Deed Book 4528, at page 89 of the aforesaid land records as follows:

Notwithstanding the maximum height and open design requirements as hereinabove provided, a solid design fence not in excess of six (6) feet in height may be constructed and installed along the rear lot line of Lots THIRTY FOUR (34) through FORTY THREE (43), inclusive, SIGNAL HILL, Section ONE-A (1-A); provided, however, that all other terms and conditions for the construction and installation of fences not hereby amended shall remain in full force and effect as to the aforesaid lots.

It is understood and agreed that except as herein amended, all terms and provisions of the Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect and nothing contained herein shall be deemed or construed to impair or affect the validity of the Declaration.

WITNESS the following signatures and seals:

/s/ Edward R. Carr (SEAL)
Edward R. Carr, Trustee

/s/ Martin R. West (SEAL)
Martin R. West, Jr., Trustee

/s/ James E. Millar (SEAL)
James E. Millar, Trustee

RIDGE DEVELOPMENT CORP
/s/ Donald G. West

SIGNAL HILL HOMES ASSOCIATION
/s/ D.E. Wright, Pres.