

ASPEN HILL HOMEOWNERS ASSOCIATION

SALES DISCLOSURE PACKAGE

Includes:

- *Articles of Incorporation**
- *Declaration of Covenants**
- *Bylaws**
- * Community Rules**
- *Current Budget**
- *Latest Financials**
- *Architectural and Maintenance Guidelines**
- *Insurance Information**

Prepared By:
Northern Virginia Management, LLC.
4306 Evergreen Lane Suite 101
Annandale, Virginia 22003
(703) 941-9002

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ARTICLES OF INCORPORATION

OF

ASPEN HILL HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 10 of Title 13.1 of the 1950 Code of Virginia, as amended, the undersigned, who is at least twenty-one (21) years of age, has this day, by execution of these Articles of incorporation, voluntarily declared himself to be an incorporator for the purpose of forming a non-stock, non-profit corporation pursuant to the general laws of the Commonwealth of Virginia, and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the Corporation is Aspen Hill Homeowners Association, Inc., hereinafter called the "Association."

ARTICLE II

REGISTERED OFFICE

The initial registered office of the Association is located at c/o Brookfield Washington, Inc., Suite 200, 8521 Leesburg Pike, Vienna, Virginia 22182, which is in the County of Fairfax.

ARTICLE III

REGISTERED AGENT

Richard J. Dengler, who is a resident of Virginia, a member of the Board of Directors of the Association, and whose address is c/o Brookfield Washington, Inc., Suite 200, 8521 Leesburg Pike, Vienna, VA 22182, in the County of Fairfax, (being the same address as the registered office) is hereby appointed the initial registered agent of this Association.

ARTICLE IV

POWERS AND PURPOSES

This Association does not contemplate pecuniary gain or profit, direct or indirect, to the members thereof, and the specific purposes for which it is formed are to provide for or assure maintenance, preservation and architectural control of the Lots and Common Area within the property known or to be known by the subdivision plat as Aspen Hill, County of Fairfax, Virginia ("The Property"), including such additions thereto as may be hereafter brought within the jurisdiction of the Association, and any additions thereto as may hereafter be brought within the jurisdiction of this Association. For this purpose, the Association shall have the power and authority to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions; hereinafter called the "Declaration," applicable to the Property and recorded or to be recorded among the Land Records of the County of Fairfax, Virginia, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length and made a part hereof;

(b) Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including all office expenses, licenses, taxes or governmental charges levied or imposed against the property of the Association and all other expenses incident to the conduct of the business of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs incurred;

(d) Borrow money, and with the assent of more than two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer any part of the Common Area to any entity, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of more than two-thirds (2/3) of each class of members, unless the Declaration or Bylaws provides otherwise.

(g) Have and exercise any and all powers, rights and privileges which a non-stock, non-profit corporation organized under the laws of the Commonwealth of Virginia by law may now or here-after have or exercise.

ARTICLE V

NO CAPITAL STOCK

This Association is not authorized to issue any capital stock and shall not be operated for profit. The Association does not anticipate distributing dividends, gains or profits to its members. No member shall have any personal liability for the debts or obligations of the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant (with respect to any Lot for which the Declarant holds a Class B membership,) and Class A members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast by a Class A member with respect to any Lot.

Class B: The Class B member(s) shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership upon the happening of any of the following events, whichever occurs earliest:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) December 31, 2006.

(iii) Such earlier time as Declarant in its sole discretion, determines.

Notwithstanding the foregoing, in the event of annexation of any additional properties, Class B membership shall be revised with respect to all Lots owned by the Declarant on the annexed property. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(i) when the total votes outstanding in the Class A memberships in the annexed property equal the total votes outstanding in the Class B membership in such annexed property, or

(ii) Four (4) years from the date of recordation of the final Deed of Dedication or Supplemental Declaration for the last portion of such annexed property.

The members of the Association shall have no preemptive rights, as such members, to acquire any memberships of this Association that may at any time be issued by the Association except as may be specifically provided in these Articles of Incorporation or the Bylaws of the Association.

ARTICLE VII

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot forming a part of the Property including contract sellers, shall be a member of the Association; provided that any such person or entity who or which holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of at least three (3) Directors who shall be initially designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the Members of the Association after Class B membership terminates. Commencing with the first annual meeting of the Association after Class B membership terminates, the Board of Directors shall consist of at least three (3) members who shall be elected by the Members of the Association. The members may vote to increase the number of Directors at any annual meeting. The names and addresses of the persons who are to initially act in the capacity of Directors until the selection of their successors are:

Richard J. Dengler
c/o Brookfield Washington, Inc.
8521 Leesburg Pike, Suite 20
Vienna, VA 22182

Kimberly Mackmin
c/o Brookfield Washington, Inc.
8521 Leesburg Pike, Suite 20
Vienna, VA 22182

Christopher Foley
c/o Brookfield Washington, Inc.
8521 Leesburg Pike, Suite 20
Vienna, VA 22182

ARTICLE IX

DISSOLUTION OR MERGER

The Association shall exist in perpetuity unless dissolved or merged as provided herein.

The Association may be dissolved or merged with another non-stock, non-profit corporation at an Annual or Special Meeting by the vote of more than two-thirds (2/3) of the Members of each Class as provided in Section 13.1-902, Code of Virginia, 1950, as amended. Written notice of such proposed action shall be sent to all Members not less than twenty-five (25) nor more than fifty (50) days prior to a meeting called for such purpose. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall not be disposed of to any entity other than a non-profit organization conceived and organized to own and maintain such assets without first offering to dedicate the same to an appropriate public agency or to the County of Fairfax.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the vote of the entire membership at a meeting of the Members.

IN WITNESS WHEREOF, for the purpose of forming this Corporation, under the laws of the Commonwealth of Virginia, the undersigned, incorporator of this Association, has executed these Articles of Incorporation this 25 day of May, 2002.

-SIGNED -
Christine Holaday



STATE CORPORATION COMMISSION

Richmond, May 31, 2002

This is to Certify that the certificate of incorporation of

Aspen Hill Homeowners Association, Inc.

*was this day issued and admitted to record in this office and that
the said corporation is authorized to transact its business subject to
all Virginia laws applicable to the corporation and its business.
Effective date: May 30, 2002*



State Corporation Commission

Attest:

Joel H. Peck

Clerk of the Commission

DEED OF SUBDIVISION, EASEMENT, CONVEYANCE AND RELEASE AND
DECLARATION OF COVENANTS

THIS Deed of Subdivision, Easement, Conveyance and Release and Declaration of Covenants made this 14th day of July, 2002, by and among *BROOKFIELD ASPEN HILL, L.L.C.*, a Virginia limited liability company, Grantor (also called "Owner"); *THOMAS J. COLUCCI, TRUSTEE, H. MARK GOETZMAN, TRUSTEE*, either of whom may act (collectively "Trustee"); *STEVEN A. BANNISTER, TRUSTEE* for The Aspen Hill Property Trust ("Noteholder"); *THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA*, a body corporate and politic, Grantee (also called "County"); *FAIRFAX COUNTY PARK AUTHORITY*, a body corporate, Grantee (also called "Park Authority"); and *ASPEN HILL HOMEOWNERS ASSOCIATION, INC.*, a Virginia non-stock corporation, Grantee (also called "Association").

****WITNESSETH****

WHEREAS, the Owner is the owner of certain real property located in Fairfax County, Virginia, as shown on the plat attached hereto (the "Property"), having acquired the Property by virtue of deeds recorded in Deed Book 13107 at page 1771 and in Deed Book 13107 at page 1775, among the land records of Fairfax County, Virginia (the "Land Records"); and

WHEREAS, by deed of trust recorded among the Land Records in Deed Book 13089 at page 1575 (the "Deed of Trust"), the Property was conveyed in trust to Trustees to secure an indebtedness unto Noteholder; and

WHEREAS, it is the desire of the Owner, with the consent and approval of the Trustee and Noteholder, to subdivide the hereinafter described Property; to dedicate certain portions of the property as private streets; to grant certain easements unto the County; and to convey certain

Department of Public Works & Environmental Services, Office of Site Development Services, document control number: 1236-RP-01-S-01

property to the Association and Park Authority, all as shown on a plat attached hereto and made a part hereof, entitled "Record Plat Aspen Hill" made by Bowman Consulting Group and dated February 18, 2002, and revised through 7/22/02 (the "Plat").

WHEREAS, it is the desire of the Owner, with the consent and approval of the Trustee and Noteholder, to subject the Property (or a portion thereof) to a certain Declaration of Covenants, Conditions and Restrictions (defined hereinafter as the "Declaration") as more particularly described herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustee and Noteholder, being the sole owners and proprietors and the only parties having any interest in the above-described Property, does hereby subdivide the Property into Lots 1 through 39, inclusive and Parcel A and Parcel B, Aspen Hill Subdivision, as more particularly described on the Plat attached hereto and made a part hereof.

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of Ten Dollars (\$10.00), receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustee and Noteholder, does hereby dedicate certain portions of the Property for private streets, as generally depicted or as more particularly shown on the Plat attached hereto and made a part hereof. The private streets are intended for the benefit of the Association, all as more particularly set forth in the Declaration.

[COUNTY INGRESS EGRESS]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00),

cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustee and Noteholder, does hereby grant and convey unto the County, its successor and assigns, Ingress Egress Easement(s) for the purpose of ingress and egress by County Emergency, Maintenance and Police Vehicles and Park Authority Vehicles over and across the Property of Owner, (including all private streets) said property and easement(s) being more particularly bounded and described as Parcel B on the Plat attached hereto and made a part hereof. The easement(s) are subject to the following terms and conditions:

1. All streets, service drives, trails, sidewalks, driveways and all appurtenant facilities installed in the easement(s) and right(s)-of-way shall be and remain the property of the Owner, its successor and assigns, who shall properly maintain the property and said facilities.

2. The County and its agents shall have full and free use of the said easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-of-way including the right, but not the obligation to perform (if the Owner fails to do so) such repairs and maintenance as the County may deem necessary. The cost of such repairs and maintenance shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

[SIGHT DISTANCE EASEMENT]

FURTHER WITNESSETH, that in consideration of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, hereby grants to the County, its successors and assigns, a Sight Distance easement(s) upon the property of the Owner, said property and easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement(s) are subject to the following terms and conditions:

1. The Owner, its successors and assigns, shall not place any structure, plant or object within the easement more than two feet in height.

2. The Owner, its successors and assigns, agrees to cut and trim all plants in order to maintain the height limit. The County shall have the right (but not the obligation) to enter the property in order to maintain the height limit if the Owner fails to do so at any time. The cost of such work shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

3. The Owner reserves the right to make any use of the property that will not be inconsistent with the easement(s).

[MAINTENANCE ACCESS EASEMENT]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and the Noteholder, does hereby grant and convey unto the County, its successors and assigns, a Maintenance Access Easement(s) for the purpose of ingress and egress by County Maintenance, Emergency and Police Vehicles through and across the property of the Owner, said property and easement(s) being more particularly bounded and described as "Access Easement" on the Plat attached hereto and made a part hereof. The easement(s) are subject to the following terms and conditions:

1. All facilities which are installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the said easement(s) and right(s)-of-way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the rights-of-way and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance; and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement(s) being conveyed deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said facilities; provided, however that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the

replacement of shrubbery, and the resodding or reseeded of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to make any use of the easement(s) herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said easement(s) by the County for the purposes named; provided, however, that the Owner shall not erect any building or other structure, excepting a fence running parallel to the easement(s), on the easement(s), without obtaining the prior written approval of the County.

[SANITARY SEWER LATERAL EASEMENT]

FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and Noteholder, does hereby dedicate and create sanitary sewer lateral easement(s) in the locations set forth on the Plat, for the benefit of all lots serviced by the laterals. The owners of said lots which benefit from the easement(s) (the "Lot Owners") shall have the right of entry upon the easement area to construct, maintain and repair the laterals, and all the rights reasonably necessary for the exercise of these easement rights, including the right of reasonable access to the easement area and the right to use adjoining land where necessary (which right shall be exercised only during periods of actual construction or maintenance). The Lot Owners shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches and the reseeded or resodding of lawns, but not the replacement of structures, shrubbery, trees, fences or other obstructions.

[TRAIL]

FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the

consent and approval of the Trustee and Noteholder, hereby grants unto the County, its successors and assigns Trail Easement(s) for the purpose of constructing, operating and maintaining public sidewalks or public trails through and across the property of the Owner, said property and easement(s) being more particularly bounded and described on the plat attached hereto and made a part hereof. The easement(s) are subject to the following terms and conditions:

1. All facilities installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.
2. The County and its agents shall have full and free use of the said easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the right(s)-of-way and right to use adjoining land of the Owner where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.
3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement(s) being conveyed, deemed by it to interfere with the proper and efficient construction, operation, maintenance or enjoyment of the trails; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.
4. Owner reserves the right to construct and maintain roadways over said easement(s) and to make any use of the easement(s) herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement(s) by the County for the purpose named; provided, however, that Owner shall not erect any building or other structure, except a fence running parallel to the easement(s), without obtaining prior written approval of the County.

[STORM DRAINAGE]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustee and Noteholder, does grant and convey unto the County, its

successors and assigns, Storm Drainage Easement(s) for the purpose of constructing, operating, maintaining, adding to or altering present or future storm drainage facilities, sewers and appurtenances for the collection of storm drainage and its transmission through and across the property of the Owner, said property and easement(s) being more particularly bounded and described on the Plat attached hereto and made a part hereof and including, without limitation, the area depicted as "SWM." The easement(s) are subject to the following terms and conditions:

1. All storm drainage and appurtenant facilities which are installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the said easement(s) and right(s)-of-way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the rights-of-way and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance; and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences or other obstructions or facilities in or near the easement(s) being conveyed deemed by it to interfere with the proper construction, operation and maintenance of said drainage facilities; provided, however that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery, the resodding and the reseeding of lawns and pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to make any use of the easement(s) herein granted which may not be inconsistent with the right herein conveyed or interfere with the use of said easement(s) by the County for the purposes named; provided, however, that no use shall be made of the easement(s) which shall interfere with the natural drainage.

[STORM DRAINAGE AND FLOOD PLAIN EASEMENT]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with

the consent and approval of the Trustee and Noteholder, does grant and convey unto the County, its successors and assigns Storm Drainage and Flood Plain Easement(s) for the purpose of reserving a natural flood plain and drainage way, and/or constructing, operating, maintaining, adding or altering present or future storm drainage facilities, plus necessary inlet structures and appurtenances for the collection of storm drainage and its transmission through and across the property of the Owner, said property and easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement(s) are subject to the following terms and conditions:

1. All storm drainage and appurtenant facilities which are installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and rights-of-way including the right of reasonable access to and from the right(s)-of-way and the right to use adjoining land of the Owners where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the easement(s) being conveyed deemed by it to interfere with the proper and efficient construction, operation and maintenance of said drainage facilities and/or flood plain; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, or other obstructions.

4. No use or improvements shall be made in the easement(s) without specific written authorization from Fairfax County, and no use shall be made of the easement(s), which would interfere in any way with the natural drainage.

[SANITARY SEWER EASEMENT]

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged,

the Owner, with the consent and approval of the Trustee and Noteholder, does hereby grant and convey unto the County, its successors and assigns Sanitary Sewer Easement(s) for the purposes of constructing, operating, maintaining, adding or altering present or future sanitary sewer lines, plus necessary inlet structures, manholes and appurtenant facilities for the collection of sanitary sewage and its transmission through and across the property of the Owner, said Property and easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. These sanitary sewer easement(s) are subject to the following terms and conditions:

1. All sewers, manholes, inlet structures and appurtenant facilities which are installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the easement(s) and right(s)-of-way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the right-of-way and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement(s) being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said sewers; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to construct and maintain roadways over the easement(s) and to make any use of the easement(s) which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement(s) by the County for the purposes named; provided, however, that the Owner shall not erect any building or structure, except a fence, on the easement(s) without the prior written approval of the County.

[CONSERVATION EASEMENT]

FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustee and Noteholder, does hereby grant unto the County, its successors and assigns, Conservation Easement(s) for the purpose of conserving and preserving undisturbed the natural vegetation, topography, habitat and other natural features now existing on and across the Property of Owner, said property and easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement(s) are subject to the following terms and conditions:

1. No use shall be made of, nor shall any improvements be made within, the conservation easement area without prior written authorization from Fairfax County.
2. All existing vegetation in the conservation easement area shall be preserved and protected and no clearing or grading shall be permitted, nor shall the easement area be denuded, defaced or otherwise disturbed without the prior written approval of the appropriate agency or department of Fairfax County.
3. In the event of any violation of this conservation easement, the Owner shall be solely responsible for the restoration of the conservation easement area to its condition as of the execution of this Deed. Further, the County and its agents shall have the right, but not the obligation, to enter upon the property and restore the conservation easement area to the extent the County may deem necessary. The cost of such restoration by the County shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

[RESTRICTIVE PLANTING EASEMENT] [DAM]

FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustee and Noteholder, does hereby grant and convey unto the County, its successors and assigns, a restrictive planting easement for the purposes of promoting the stability

of the dam and/or regulating plant growth within the easement area of the dam as further described on the Plat attached hereto and made a part hereof. The easement is subject to the following terms and conditions:

1. The Owner, its successors and assigns, shall not place any structure, bulb, plant, tree or other object within the easement, except for grasses, without the written permission of the County.

2. The Owner, its successors and assigns, agrees to maintain the easement area by mowing, cutting and/or trimming all permitted plantings. The County shall have the right, but not the obligation, to enter the property in order to perform such maintenance if, in the County's sole judgment, the Owner fails to perform such maintenance. The costs of such maintenance shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

3. No clearing or grading shall be permitted, and the easement area shall not be denuded, defaced or otherwise disturbed in any manner, without the prior written approval of the appropriate agency or department of the County. The Owner otherwise reserves the right to make any use of the easement area that will not be inconsistent with the terms and conditions of this easement.

[DECLARATION OF COVENANTS]

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustee and Noteholder, hereby subjects property consisting of Lots 1 through 39, inclusive, and Parcel B to the Declaration of Covenants, Conditions, and Restrictions recorded immediately subsequent hereto (the "Declaration").

[CONVEYANCE OF PARCELS]

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustee and Noteholder, does hereby grant and convey with special warranty of title, unto the Association, the following property: Parcel B, as dedicated and platted herein. This conveyance is

made subject to the easements, rights of way, restrictions and conditions contained in the deeds forming the chain of title to this property. Parcel B shall not be denuded, defaced or disturbed in any manner at any time without the approval of the appropriate County Department.

THIS DEED FURTHER WITNESSETH, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey with special warranty of title, unto the Park Authority the following property: Parcel A, as dedicated and platted herein. This conveyance is made subject to the easements, rights of way, restrictions and conditions contained in the deeds forming the chain of title to this property.

[COVENANTS REAL]

The Owner, with the consent and approval of the Trustee and Noteholder, declares that the agreements and covenants stated in this Deed are not covenants personal to the Owner but are covenants real, running with the land. This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Deed may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

[FREE CONSENT]

This Deed of Subdivision, Easement, Conveyance and Release and Declaration of Covenants is made with the free consent and in accordance with the desire of the undersigned owner(s), proprietor(s) and trustee(s), if any, of the above-described property, and is in accordance with the Statutes of Virginia and the ordinances in force in Fairfax County governing the platting and

subdivision of land, and is approved by the proper authorities as is evidenced by their endorsements on said Plat attached hereto.

WITNESS the following signatures and seals:

[SIGNATURES ARE ON THE FOLLOWING PAGES.]

SIGNATURE BY THESE OFFICES ON RELEVANT PAGES

Page 14

BROOKFIELD ASPEN HILL, L.L.C., a Virginia limited liability company

Notary Public / Joan S. Stanley, Formerly Joan May Siegel

Page 15

H. MARK GOETZMAN, TRUSTEE

Notary Public / Janice L. Barrett

Page 16

STEPHEN A. BANNISTER, TRUSTEE For The Aspen Hill Property Trust

Notary Public / Joan S. Stanley, Formerly Joan May Siegel

Page 17

Property hereby accepted, and easements on the Property hereby consented to, on behalf of the Fairfax County Park Authority.

FAIRFAX COUNTY PARK AUTHORITY

Paul L Baldino = Director

Notary Public / Barbara J Gaudi

Page 18

ASPEN HILL HOMEOWNERS ASSOCIATION, INC. / Richard J Dengler

Notary Public / Joan S. Stanley, Formerly Joan May Siegel

Page 19

Executed and accepted on behalf of The Board of Supervisors of Fairfax County, Virginia, by authority granted by the said Board.

APPROVED AS TO FORM:

County Attorney & Director, Office of Site Development Services

Notary Public / Michele Brickner

Fairfax County Land Records Cover Sheet - ASPEN HILL SUB

DEM Number 1236-RP-01-M-02

Tax Map Number 071-2- /01/ /0027

Ti Company WALSH COLUCCI

Title Case 294.46

NOTES
TO THE SITE PLAN

1. THE PROPERTY DELINEATED HEREON IS LOCATED ON COUNTY TAX ASSESSMENT MAP NO. 71-2-((1) PARCEL 27 AND IS ZONED PDH-5.
2. THE PROPERTY IS NOW IN THE NAME OF BROOKFIELD ASPEN HILL. LLC. AS RECORDED IN DEED BOOK 13107, AT PACE 1771 AND AS RECORDED IN DEED BOOK 13107, AT PAGE 1775 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
3. BOUNDARY INFORMATION AS SHOWN HEREON IS COMPILED FROM EXISTING LAND RECORDS OF FAIRFAX COUNTY AND A FIELD RUN SURVEY PERFORMED BY BOWMAN CONSULTING GROUP ON JANUARY 31, 2001.
4. NORTH MERIDIAN INFORMATION AS SHOW HEREON IS BASED ON VIRGINIA STATE GRID NAD 83, NORTH ZONE AND IS BASED ON A GPS STATIC SURVEY, BY BOWMAN CONSULTING GROUP PERFORMED ON JANUARY 19, 2001. COORDINATES SHOWN HEREON ARE PROJECT AND ARE BASED ON NGS MONUMENTS (HV1646, HV9642, AA2670). THE COMBINED SCALE FACTOR TO BE USED TO RETURN GRID IS 1.00005373.
5. VERTICAL DATUM SHOWN HEREON IS NAVD 86 AND IS BASED ON A STATIC GPS SURVEY BY BOWMAN CONSULTING GROUP PERFORMED ON JANUARY 19, 2001.
6. THIS PLAT HAS BEEN PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, COMMITMENT NUMBER 10648, EFFECTIVE DATE SEPTEMBER 28, 2000.
7. PARCEL 'A' IS HEREBY DEDICATED TO THE FAIRFAX COUNTY PARK AUTHORITY. PARCEL 'B' IS HERESY DEDICAT0 TO THE HOMEOWNERS' ASSOCIATION AND SHALL NOT BE DENUDED, DEFACED, OR DISTURBED IN ANY MANNER AT ANY TIME WITHOUT THE WRITTEN APPROVAL OF THE APPROPRIATE COUNTY DEPARTMENT.
8. THERE ARE NO KNOWN GRAVES OR BURIAL SITES ON THE PROPERTY.
9. ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY, EASEMENTS OR OTHER INTEREST OF THE COUNTY REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT.
10. INGRESS/EGRESS EASEMENTS ARE FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE OF UTILITIES AND COUNTY AND OTHER EMERGENCY VEHICLES.

11. PRIVATE STREETS ARE PRIVATELY OWNED AND PRIVATELY MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (HOA).
12. ENGINEERING GEOLOGY AND/OR SOIL REPORTS HAVE BEEN REVIEWED AND APPROVED BY THE DIRECTOR OF ENVIRONMENTAL MANAGEMENT FOR THE PROPERTY DESCRIBED HEREIN AND ARE AVAILABLE FOR REVIEW IN THE OFFICE OF SITE DEVELOPMENT SERVICES. SITE CONDITIONS ARE OF SUCH NATURE THAT LAND SLIPPAGE OR FOUNDATION PROBLEM POSSIBILITIES REQUIRED THE SUBMITTAL OF SOILS REPORTS. A COPY OF SAID SOIL REPORT IS AVAILABLE IN THE OFFICE OF SITE DEVELOPMENT SERVICES.
13. WATER QUALITY MANAGEMENT AREA. BMP CREDIT ALLOWED FOR OPEN SPACE. NO USE OR DISTURBANCE OF THIS AREA IS PERMITTED WITHOUT EXPRESS WRITTEN PERMISSION OF THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES.
14. NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS BE MADE IN, THE FLOOD PLAIN EASEMENT WITHOUT SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.

11. PRIVATE STREETS ARE PRIVATELY OWNED AND PRIVATELY MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA).
12. ENGINEERING GEOLOGY AND/OR SOIL REPORTS HAVE BEEN REVIEWED AND APPROVED BY THE DIRECTOR OF ENVIRONMENTAL MANAGEMENT FOR THE PROPERTY DESCRIBED HEREIN AND ARE AVAILABLE FOR REVIEW IN THE OFFICE OF SITE DEVELOPMENT SERVICES, SITE CONDITIONS ARE OF SUCH NATURE THAT LAND SLIPPAGE OR FOUNDATION PROBLEMS POSSIBILITIES REQUIRED THE SUBMITTAL OF SOILS REPORTS, A COPY OF SAID SOIL REPORT IS AVAILABLE IN THE OFFICE OF SITE DEVELOPMENT SERVICES.
13. WATER QUALITY MANAGEMENT AREA, SHIP CREDIT ALLOWED FOR OPEN SPACE, NO USE OR DISTURBANCE OF THIS AREA IS PERMITTED WITHOUT EXPRESS WRITTEN PERMISSION OF THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES.
14. NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS BE MADE IN, THE FLOODPLAIN EASEMENT WITHOUT SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.

EASEMENT LEGEND

(AC)	ACCESS EASEMENT	E	APPROXIMATE LOCATION CENTERLINE
(CE)	CONSERVATION EASEMENT		EXISTING VIRGINIA POWER EASEMENT
(FP)	FLOOD PLAIN AND STORM DRAINAGE EASEMENT (SEE NOTE 13)		D.B. 2182, PG. 516 (TO BE QUIT CLAIMED BY APPROPRIATE AGENCY)
(IE)	INCREASING-ACCESS EASEMENT	SS	EXISTING SANITARY SEWER EASEMENT
(PR)	PLANTING RESTRICTION EASEMENT		D.B. 5559, PG. 1349
(SD)	STORM DRAIN EASEMENT	SS1	APPROXIMATE LOCATION EXISTING SANITARY SEWER EASEMENT
(S)	SIGHT DISTANCE EASEMENT		D.B. 4061 PG. 711 (HATCHED PORTION TO BE VACATED UNDER A SEPARATE INSTRUMENT)
(SL)	10' SANITARY LATERAL EASEMENT	W	EXISTING FOMA EASEMENT
(SS)	SANITARY SEWER EASEMENT		D.B. 6992, PG. 0037
(SW)	STORM WATER MANAGEMENT EASEMENT		
(TR)	TRAIL EASEMENT		

CURVE TABLE

CHORD	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
61	35.2402	27.00	18.87	8.72	18.80	S 88.08.34 E
62	02.7173	2823.60	112.71	58.38	112.70	S 87.20.11 E
63	07.48.92	850.00	20.80	10.40	20.80	S 87.02.07 W
64	01.50.22	870.00	21.51	10.76	21.51	S 30.03.10 W
65	10.02.34	44.00	8.58	4.31	8.58	S 30.03.10 W
66	75.34.48	50.00	65.86	36.77	65.86	S 07.46.08 E
67	13.08.00	17.00	4.05	2.03	4.04	S 81.24.04 E
68	20.22.08	7.00	2.48	1.28	2.48	S 30.03.10 W
69	07.27.28	830.00	8.87	3.43	8.87	N 30.03.10 W
70	28.58.38	83.00	36.08	18.81	36.73	S 47.10.08 E
71	22.1.38	128.00	5.15	2.57	5.15	S 34.51.21 E
72	05.10.01	15.00	23.82	14.74	21.08	S 48.18.45 E

AREA TABULATION

LOTS (30)	76,776 SF OR	1.76254 AC
PARCEL "A"	94,921 SF OR	2.20388 AC
PARCEL "B"	156,754 SF OR	3.59857 AC
TOTAL	333,451 SF OR	7.65499 AC

DENSITY=4.09 DWELLING UNITS PER ACRE

WETLANDS STATEMENT

I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES.

SIGNATURE

Walter C. Sampell, Jr.

OWNER/DEVELOPER

Walter C. Sampell, Jr.

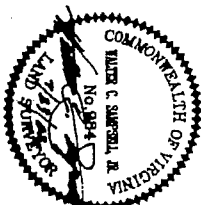
NAME

TITLE

SURVEYOR'S CERTIFICATE

I, WALTER C. SAMPPELL, JR., A FULLY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE LAND SHOWN HEREON IS NOW IN THE NAME OF UNINCORPORATED ASPEN HILL, LLC, AND WAS ACQUIRED BY THEM IN TWO PARTS, THE FIRST PART WAS RECORDED IN DEED BOOK 3107 AT PAGE 1775, PAGE 1771 AND THE SECOND PART WAS RECORDED IN DEED BOOK 3107 AT PAGE 1775, BOTH DEEDS ARE RECORDED IN THE PUBLIC RECORDS OF FAIRFAX COUNTY, VIRGINIA AND THAT ALL CORNERS ARE REFERENCED TO VIRGINIA STATE GRID NORTH, NAD 83, NORTH ZONE.

I FURTHER CERTIFY THAT THE LAND SHOWN HEREON LIES WITHIN THE BOUNDS OF THE COMMONWEALTH OF VIRGINIA, AND THAT THE PLAT IS AN ACCURATE REPRESENTATION OF THE SURVEY AND THAT THE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE VIRGINIA SURVEYING ACT AND THE REQUIREMENTS OF THE VIRGINIA SURVEYING BOARD, AND THAT THE PLAT IS IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF FAIRFAX COUNTY, VIRGINIA.



SCALE
5/21
1/22

NOTES

1. THE PROPERTY DELINEATED HEREON IS LOCATED ON COUNTY TAX ASSESSMENT MAP NO. 71-2-(1) PARCEL 27 AND IS ZONED POH-8.
2. THE PROPERTY IS NOW IN THE NAME OF BROOKFIELD ASPEN HILL, LLC, AS RECORDED IN DEED BOOK 13107, AT PAGE 1771 AND AS RECORDED IN DEED BOOK 13107, AT PAGE 1775 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
3. BOUNDARY INFORMATION AS SHOWN HEREON IS COMPILED FROM EXISTING LAND RECORDS OF FAIRFAX COUNTY AND A FIELD SURVEY PERFORMED BY BOWMAN CONSULTING GROUP ON JANUARY 31, 2001.
4. NORTH MERIDIAN INFORMATION AS SHOWN HEREON IS BASED ON VIRGINIA STATE GRID NAD 83. NORTH ZONE AND IS BASED ON A GPS STATIC SURVEY, BY BOWMAN CONSULTING GROUP PERFORMED ON JANUARY 19, 2001. COORDINATES SHOWN HEREON ARE PROJECTED AND ARE BASED ON NGS MONUMENTS (HYDRA, HYDRA, AUSTIN). THE COMBINED SCALE FACTOR TO BE USED TO RETURN GRID IS 1.0000371.
5. VERTICAL DATUM SHOWN HEREON IS NAVD 83 AND IS BASED A STATIC GPS SURVEY BY BOWMAN CONSULTING GROUP PERFORMED ON JANUARY 19, 2001.
6. THIS PLAT HAS BEEN PREPARED WITH THE BENEFIT OF A TITLE INSURANCE POLICY, PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, COMMITMENT NUMBER 10648, EFFECTIVE DATE SEPTEMBER 28, 2000.
7. PARCEL "A" IS HEREBY DEDICATED TO THE FAIRFAX COUNTY PARK AUTHORITY. PARCEL "B" IS HEREBY DEDICATED TO THE HOMEOWNERS ASSOCIATION AND SHALL NOT BE DEMOLISHED, DEFEATED, OR DISTURBED IN ANY MANNER AT ANY TIME WITHOUT THE WRITTEN APPROVAL OF THE APPROPRIATE COUNTY DEPARTMENT.
8. THERE ARE NO KNOWN GRAVES OR BURIAL SITES ON THE PROPERTY.
9. ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY, EASEMENTS OR OTHER INTEREST OF THE COUNTY REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT.
10. EGRESS/EGRESS EASEMENTS ARE FOR MOTORISTS AND EMERGENCY CONSTRUCTION, MAINTENANCE OF UTILITIES AND COUNTY AND OTHER EMERGENCY VEHICLES.
11. PRIVATE STREETS ARE PRIVATELY OWNED AND PRIVATELY MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA).
12. ENGINEERING GEOLOGY AND/OR SOIL REPORTS HAVE BEEN REVIEWED AND APPROVED BY THE DIRECTOR OF ENVIRONMENTAL MANAGEMENT FOR THE PROPERTY DESCRIBED HEREON AND ARE AVAILABLE FOR REVIEW IN THE OFFICE OF SITE DEVELOPMENT SERVICES. SITE CONDITIONS ARE OF SUCH NATURE THAT LAND SLIPPAGE OR FLOODING PROBLEMS POSSIBILITIES INCLUDED THE SUBMITTAL OF SOIL REPORTS. A COPY OF SAID SOIL REPORT IS AVAILABLE IN THE OFFICE OF SITE DEVELOPMENT SERVICES.
13. WATER QUALITY MANAGEMENT AREA BMP CREDIT ALLOWED FOR OPEN SPACE. NO USE OR DISTURBANCE OF THIS AREA IS PERMITTED WITHOUT EXPRESS WRITTEN PERMISSION OF THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES.
14. NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS BE MADE IN, THE FLOODPLAIN EASEMENT WITHOUT SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.

EASEMENT LEGEND

UNAPPROVED EASEMENT (PENTAGON)

APPROVED
COUNTY OF FAIRFAX
OFFICE OF SITE DEVELOPMENT SERVICES
SANITARY SEWER SECTION
BY Jeff J. J. J.
DATE 8/1/02

FINAL PLAT
RECOMMENDED FOR APPROVAL
FAIRFAX COUNTY
SITE REVIEW BRANCH CHIEF
BY 8/1/02

APPROVED
COUNTY OF FAIRFAX
OFFICE OF BUILDING CODE SERVICES
PERMITS DIVISION-SITE PERMITS SECTION
STREET ADDRESS-FUNCTION
BY 8/1/02
DATE 8/1/02

APPROVED
FOR
BOARD OF SUPERVISORS
FAIRFAX COUNTY, VIRGINIA
DATE 8/1/02
BY 8/1/02

APPROVAL VOID IF PLAT IS NOT
OFFERED FOR RECORD ON OR
BEFORE

DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL SERVICES
OFFICE OF SITE DEVELOPMENT SERVICES
FAIRFAX, VIRGINIA

THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER

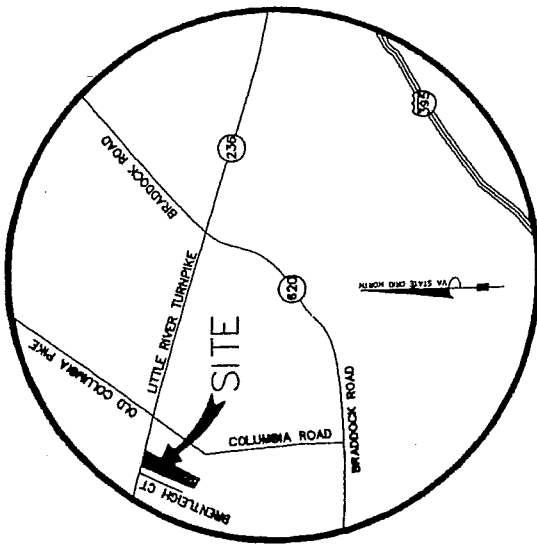
All street locations and/or easements conform to
the requirements of this office and the necessary
agreements or bonds have been received.

By 8/1/02
Date 8/1/02

AREA TABULATION

LOTS (39)	76,776 SF OR	1.76234 AC
PARCEL "A"	89,821 SF OR	2.03388 AC
PARCEL "B"	156,754 SF OR	3.59687 AC
TOTAL	333,451 SF OR	7.65499 AC

DENSITY=5.08 DWELLING UNITS PER ACRE



VICINITY MAP

SCALE: 1"=2000'

FINAL PLAT RECOMMENDED FOR APPROVAL FAIRFAX COUNTY SITE REVIEW BRANCH CHIEF <i>[Signature]</i>	APPROVED FOR BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA <i>[Signature]</i>
---	--

APPROVAL VOID IF PLAT IS NOT
OFFERED FOR RECORD ON OR
BEFORE _____

THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER

APPROVED COUNTY OF FAIRFAX OFFICE OF SITE DEVELOPMENT SERVICES SANITARY SEWER SECTION BY <i>[Signature]</i> DATE 8/2/02

APPROVED COUNTY OF FAIRFAX OFFICE OF BUILDING CODE SERVICES PERMITS DIVISION-SITE PERMITS SECTION STREET ADDRESS: 11000 N BY <i>[Signature]</i> DATE 8/2/02
--

DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL SERVICES
OFFICE OF SITE DEVELOPMENT SERVICES
FAIRFAX, VIRGINIA

All street locations and/or easements conform to
the requirements of this office and the necessary
agreements or bonds have been received.

By *[Signature]* Date 8/2/02

AREA TABULATION

LOTS (39)	76,778 SF OR	1.76254 AC
PARCEL "A"	99,921 SF OR	2.28308 AC
PARCEL "B"	156,754 SF OR	3.59657 AC
TOTAL	333,453 SF OR	7.64419 AC

DENSITY=5.09 DWELLING UNITS PER ACRE

APPROVED BY: John B. B. B.

1 JULY 2001/11/11 JULY 11

AREA TABULATION

LOTS (30) 76,776 SF OR 1.76254 AC
PARCEL "A" 99,821 SF OR 2.29386 AC
PARCEL "B" 156,754 SF OR 3.58887 AC
TOTAL 333,451 SF OR 7.65498 AC
DENSITY=5.08 DWELLING UNITS PER ACRE

WETLANDS STATEMENT

I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES.

SIGNATURE Walter C. Surpell, Jr.

OWNER/DEVELOPER Walter C. Surpell, Jr. TITLE Owner

0 BE VACATED

0 BE VACATED

D BY

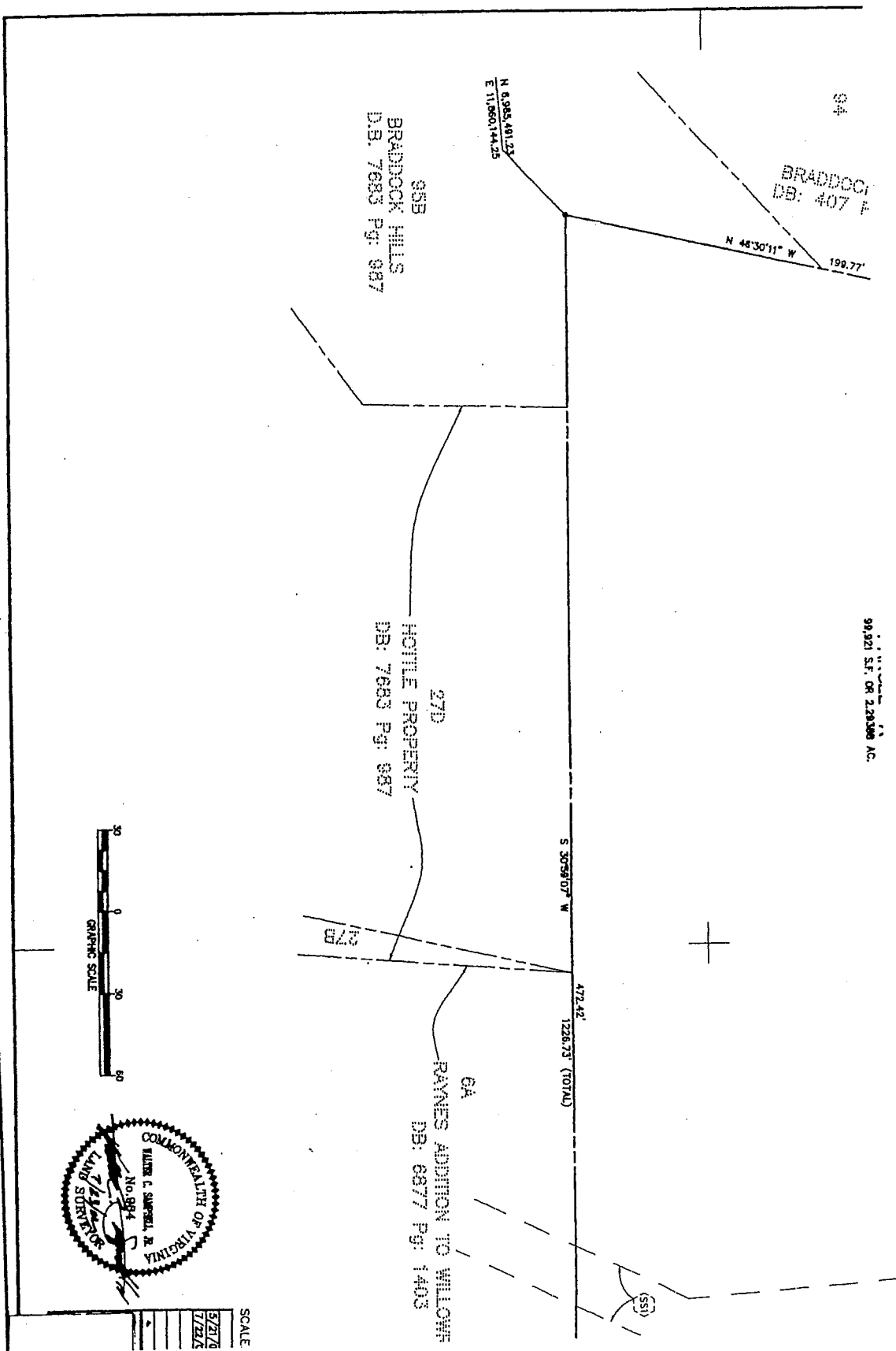
SURVEYOR'S CERTIFICATE

I, WALTER C. SURPELL, JR., A FULLY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE LAND SHOWN HEREON IS NOW IN THE POSSESSION OF ASPEN HILL, LLC, AND WAS ACQUIRED BY THEM IN TWO PARTS. THE FIRST PART WAS RECORDED IN DEED BOOK 13107 AT PAGE 1775, AND THE SECOND PART WAS RECORDED IN DEED BOOK 13107 AT PAGE 1775. BOTH PARTS ARE RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA, AND THAT ALL COASTS ARE REFERENCED TO VIRGINIA STATE GRID NORTH, MAG. 83, NORTH ZONE.

I FURTHER CERTIFY THAT THE LAND SHOWN HEREON LIES WITHIN THE BOUNDS OF THE COMMONWEALTH OF VIRGINIA, AND THAT THE LAND SURVEYOR'S SERVICES BE RETAINED FOR THE PURPOSE OF REPRESENTATION, FROM PREPARE WILL BE SET IN ACCORDANCE WITH THE SURVEYING ORDINANCE OF FAIRFAX COUNTY, VIRGINIA.



DATE: 5/13/02	BY: WALTER C. SURPELL, JR.	SCALE: 1" = N/A
PROJECT: ASPEN HILL - 01-004	PHASE: 1	DATE: FEBRUARY 18, 2002
BOWMAN CONSULTING GROUP ENGINEERS, PLANNERS, ARCHITECTS 1000 COMMONWEALTH BLVD., SUITE 200 FALLS CHURCH, VIRGINIA 22031 PHONE: (703) 441-1000 FAX: (703) 441-1001		RECORD PLAT ASPEN HILL MASON DISTRICT FAIRFAX COUNTY, VIRGINIA
SHEET 1 OF 7 COUNTY REF NO: 1324-SP-01		



APPROVED
COUNTY OF FAIRFAX
OFFICE OF SITE DEVELOPMENT SERVICES
SANITARY SEWER SECTION
BY: *Leo J. Weller*
DATE: *10/1/02*

APPROVED
COUNTY OF FAIRFAX
OFFICE OF BUILDING CODE SERVICES
PERMITTING SECTION
STREET ADDRESS DIVISION
BY: *[Signature]*
DATE: *10/1/02*

DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL SERVICES
OFFICE OF SITE DEVELOPMENT SERVICES
FAIRFAX, VIRGINIA
All street locations and/or easements conform to the requirements of this office and the necessary agreements or bonds have been received.
By: *[Signature]* Date: *10/1/02*

THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER

FINAL PLAT
RECOMMENDED FOR APPROVAL
FAIRFAX COUNTY
SITE REVIEW BRANCH CHIEF
BY: *[Signature]*
DATE: *10/1/02*
APPROVED
FOR
BOARD OF SUPERVISORS
FAIRFAX COUNTY, VIRGINIA
BY: *[Signature]*
DATE: *10/1/02*
APPROVAL VOID IF PLAT IS NOT
OFFERED FOR RECORD ON OR
BEFORE

PARCEL B
BRENNLEIGH
DB: 5867 PJ 333
N 26°20'09" E 1355.13' (TOTAL)
470.01'

N 6°05'52.73"
E 11,059.29534'

PARCEL "A"
99,921 S.F. OR 2.29398 AC.

BRADDOCK HILLS
DB: 407 PJ: 264
199.27'

34

S 30°59'07" W 472.42'
1226.73' (TOTAL)



DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL SERVICES
OFFICE OF SITE DEVELOPMENT SERVICES
FARMAN, VIRGINIA

All street locations and/or easements conform to the requirements of this office and the necessary agreements or bonds have been required.

By [Signature] Date 8/2/02

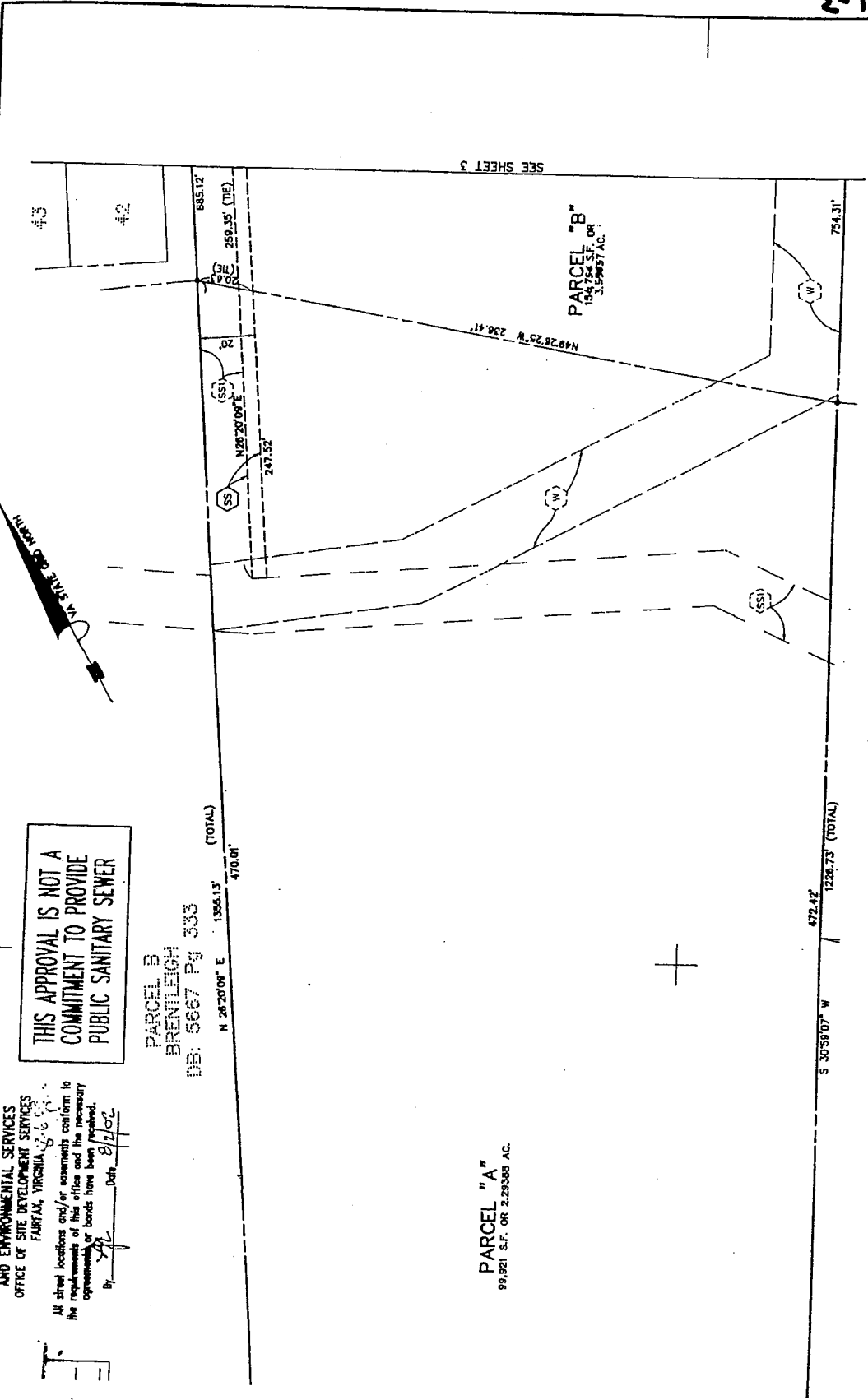
THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER

PARCEL B
BRENTLEIGH
DB: 5887 PG 333

N 28°20'08" E 1395.13' (TOTAL)
470.01'

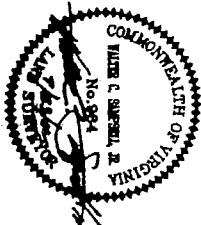
PARCEL "A"
99,921 S.F. OR 2.29388 AC.

PARCEL "B"
134,754 S.F. OR
3.09857 AC.



2-1

SEE SHEET 3

[illegible]

DATE: FEBRUARY 18, 2002

RECORD PLAT
ON THE PROPERTY OF
ASPEN HILL
MASON DISTRICT
FAIRFAX COUNTY, VIRGINIA

27D
HOTEL PROPERTY
DN: 7663 n.s. 887

64 /
-PAYEE ADDITION TO WILLOWBURN
DB: 6877 Pg: 1403

S 30°59'07" W

472.42	1226.75 (TOTAL)
--------	-----------------

754.31

PARCEL "B"
1564754 S.F. OR
3.59657 AC.

PARCEL "B"
156.754 S.F. OR
3.59057 AC.

SEE SHEET 2



RAYNES ADDITION TO
WILLOW RUN
DB: 577 Pg: 405

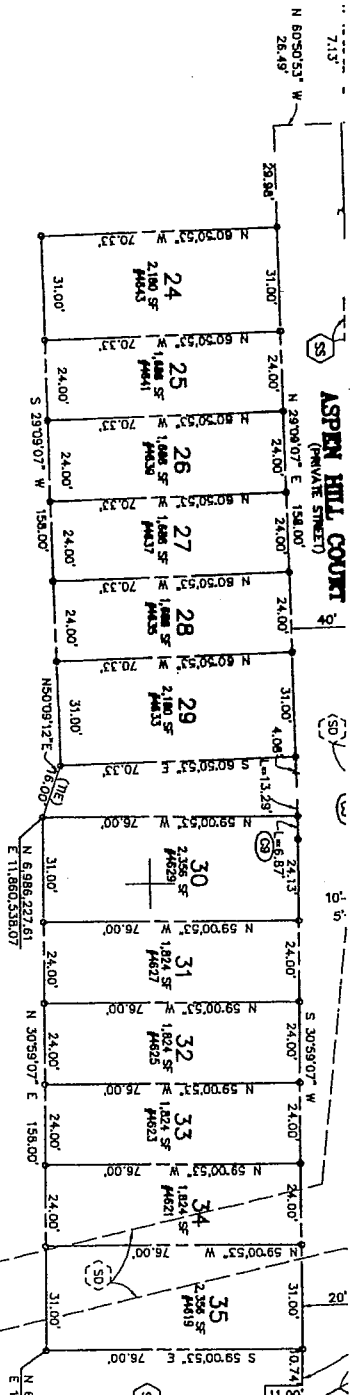


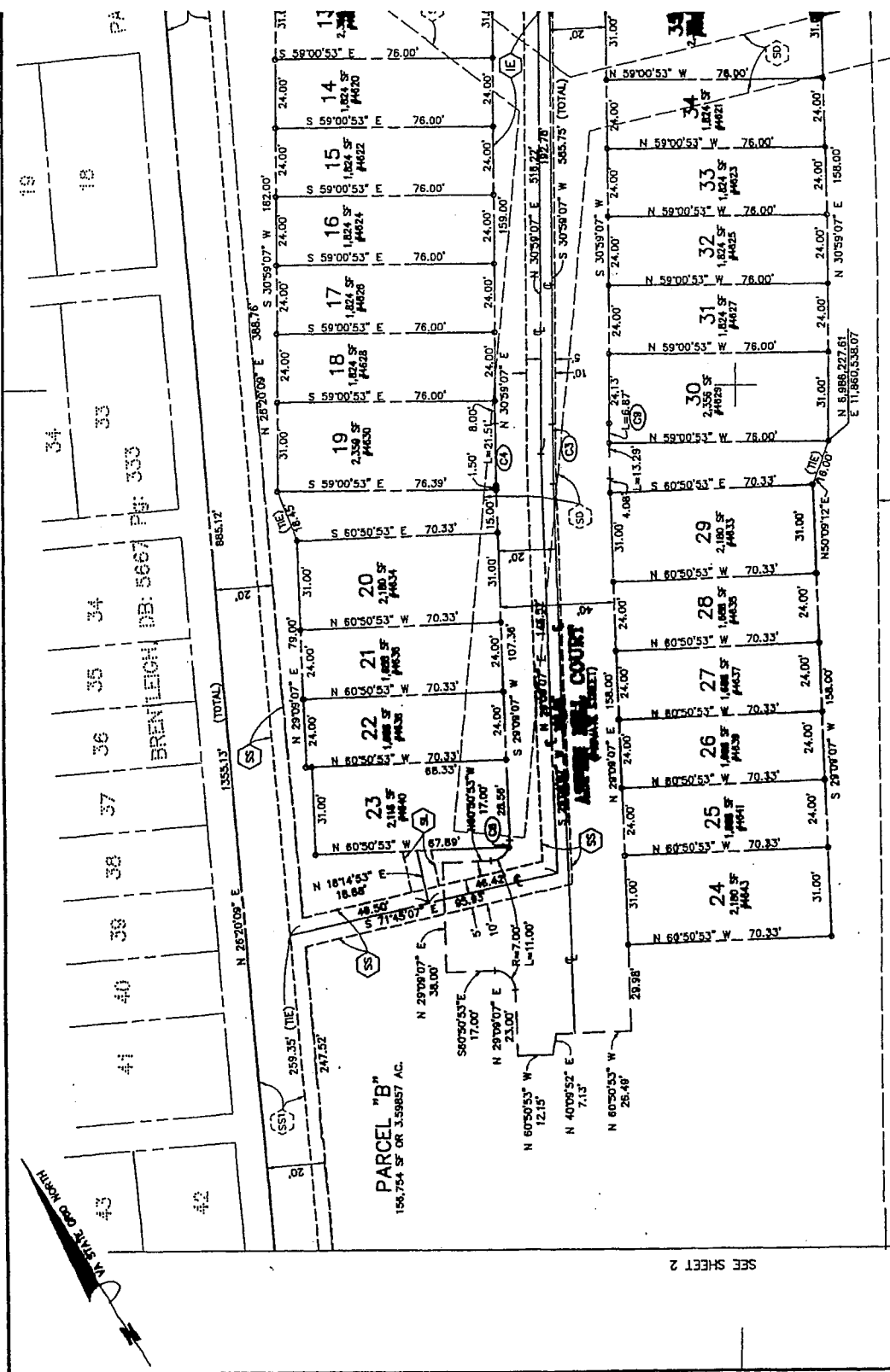
SCALE:

5/21/02
7/22/02

S 30°59'07" W 754.31'
1228.73' (TOTAL)

PARCEL "B"
156,754 SF OR 3.59857 AC.





SEE SHEET 2

FINAL PLAT	
RECOMMENDED FOR APPROVAL FAIRFAX COUNTY SITE REVIEW BRANCH CHIEF	
DATE	8/2/02
APPROVED	
FOR BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA	
DATE	8/2/02
APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE	

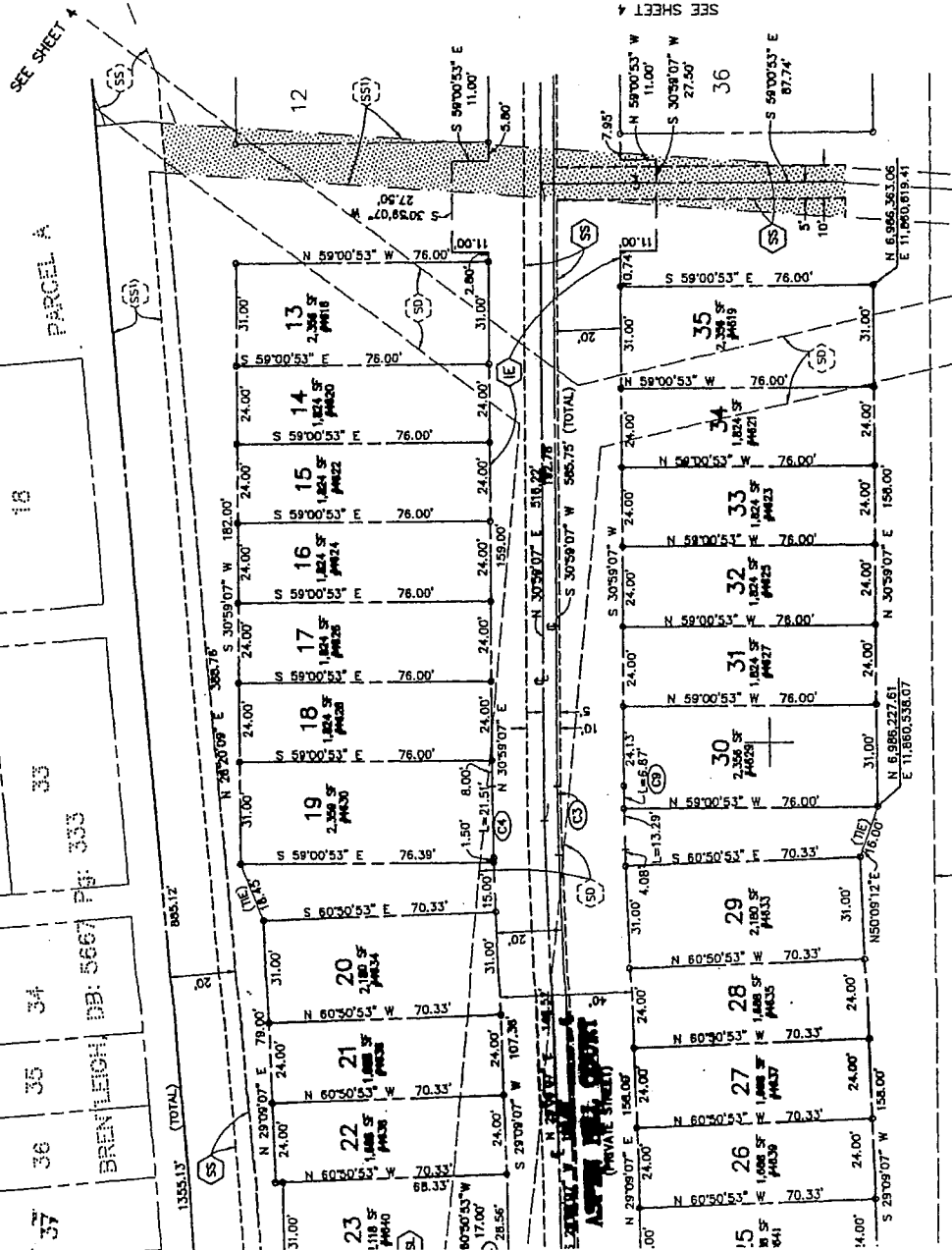
THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER

APPROVED	
COUNTY OF FAIRFAX	
OFFICE OF SITE DEVELOPMENT SERVICES SANITARY SEWER SECTION	
BY	[Signature]
DATE	8/2/02

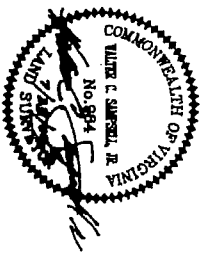
APPROVED	
COUNTY OF FAIRFAX	
OFFICE OF BUILDING CODE SERVICES PERMITS DIVISION-SITE PERMIT SECTION	
STREET ADDRESS	EMANCIPATION
BY	[Signature]
DATE	8/2/02

DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL SERVICES
OFFICE OF SITE DEVELOPMENT SERVICES
FAIRFAX, VIRGINIA

All street locations and/or easements conform to



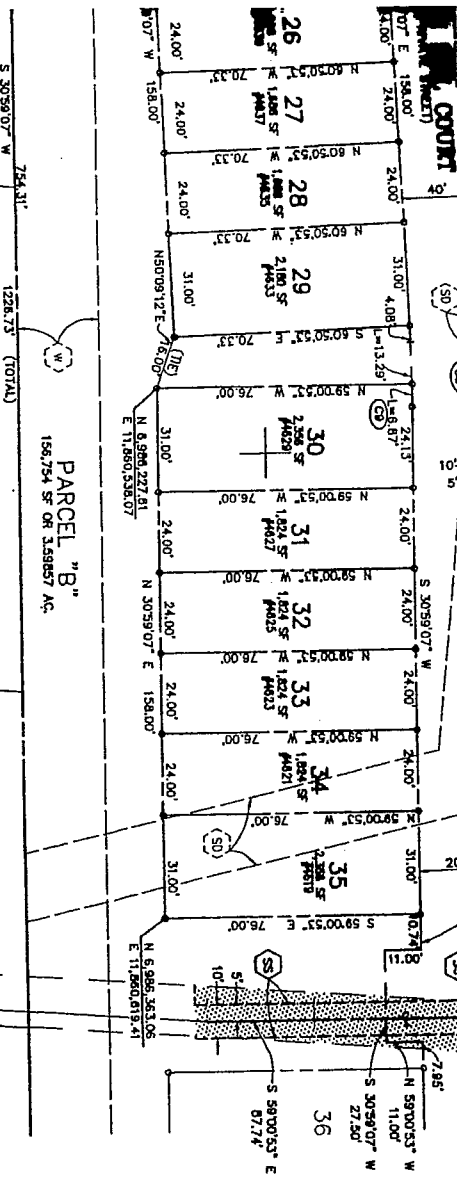
ADDITION TO
WRUN
Pg. 405



REVISION		DATE	
5/21/02	COUNTY COMMENTS	1/22/02	OWNER CHANGE
1400 COMMONWEALTH AVENUE, SUITE 200 FARMERSVILLE, VIRGINIA 22111 PHONE: (703) 441-1000 FAX: (703) 441-1100		RETURN OF DOCUMENTS THIS DOCUMENT AND ITS FULL AND EXACT COPY SHALL BE RETURNED TO THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN THE CITY OF FARMERSVILLE, VIRGINIA, IN THE EVENT OF A FINAL JUDICIAL ORDER OR A FINAL ORDER OF THE CIRCUIT COURT OF THE CITY OF FARMERSVILLE, VIRGINIA.	
PRICE: \$1500.00 - 01-002 SURVEY PLATS 1528-C-8P-001-3.dwg		PROJECT NO: 1528-01-004	
SHEET 3 OF 7		SHEET 3 OF 7	

SCALE: 1" = 30'

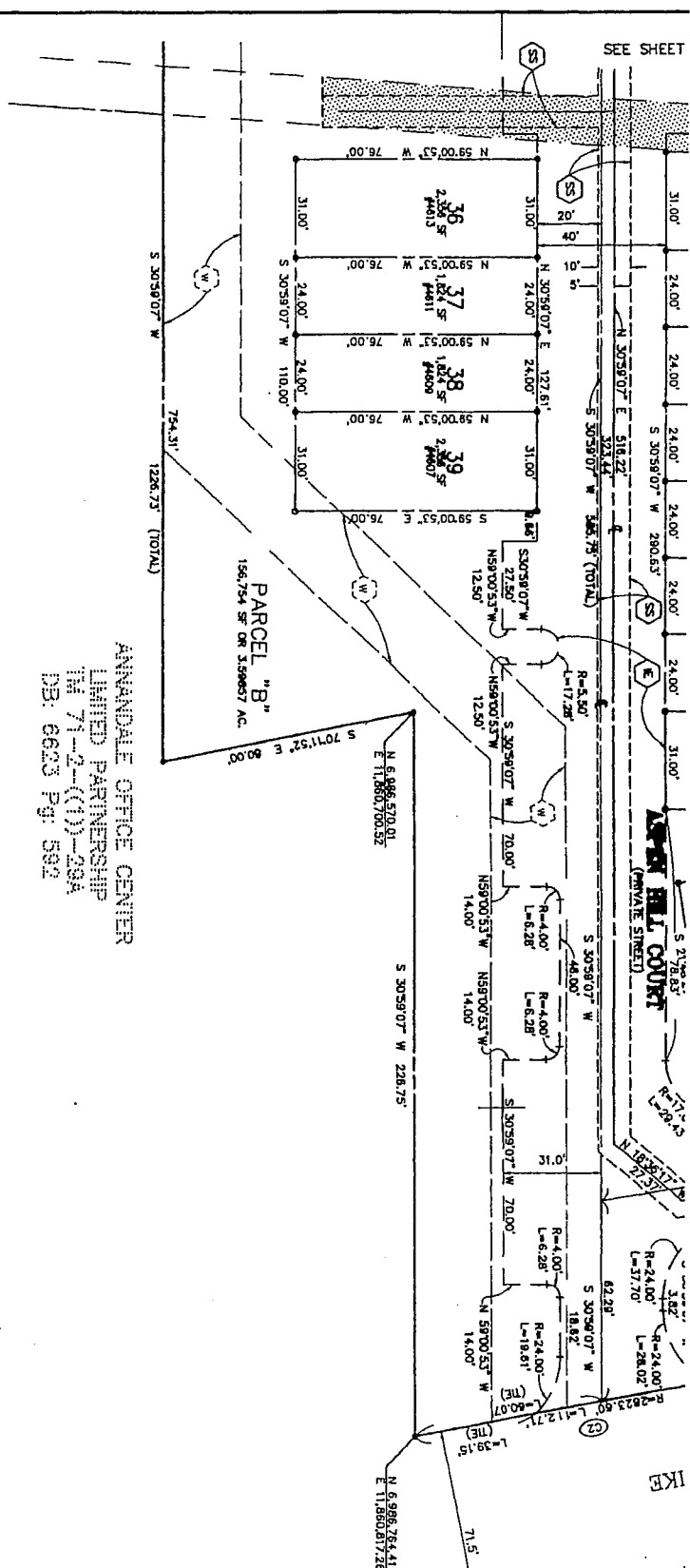
RECORD PLAT
ASPEN HILL
 MASON DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 DATE: FEBRUARY 18, 2002

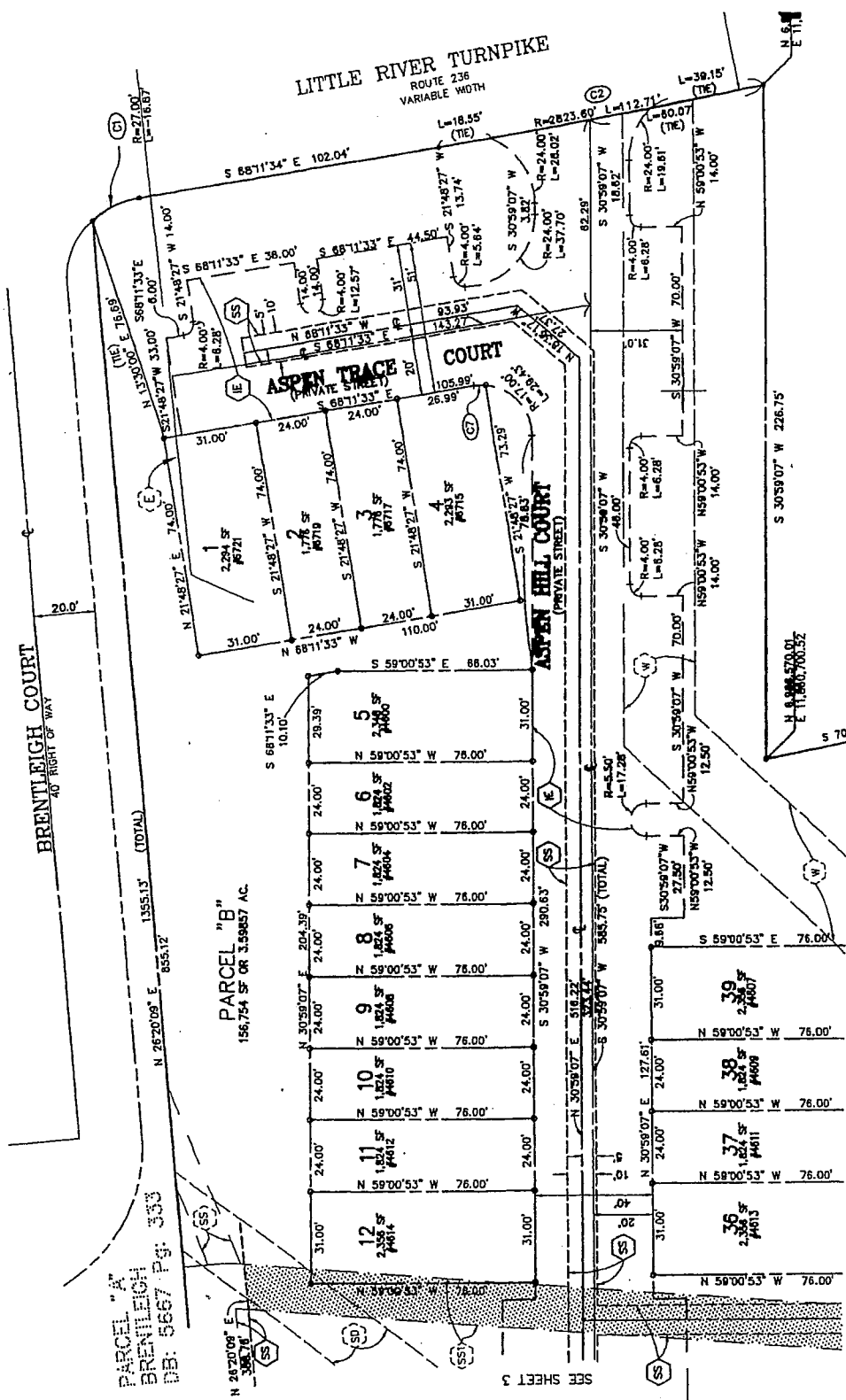


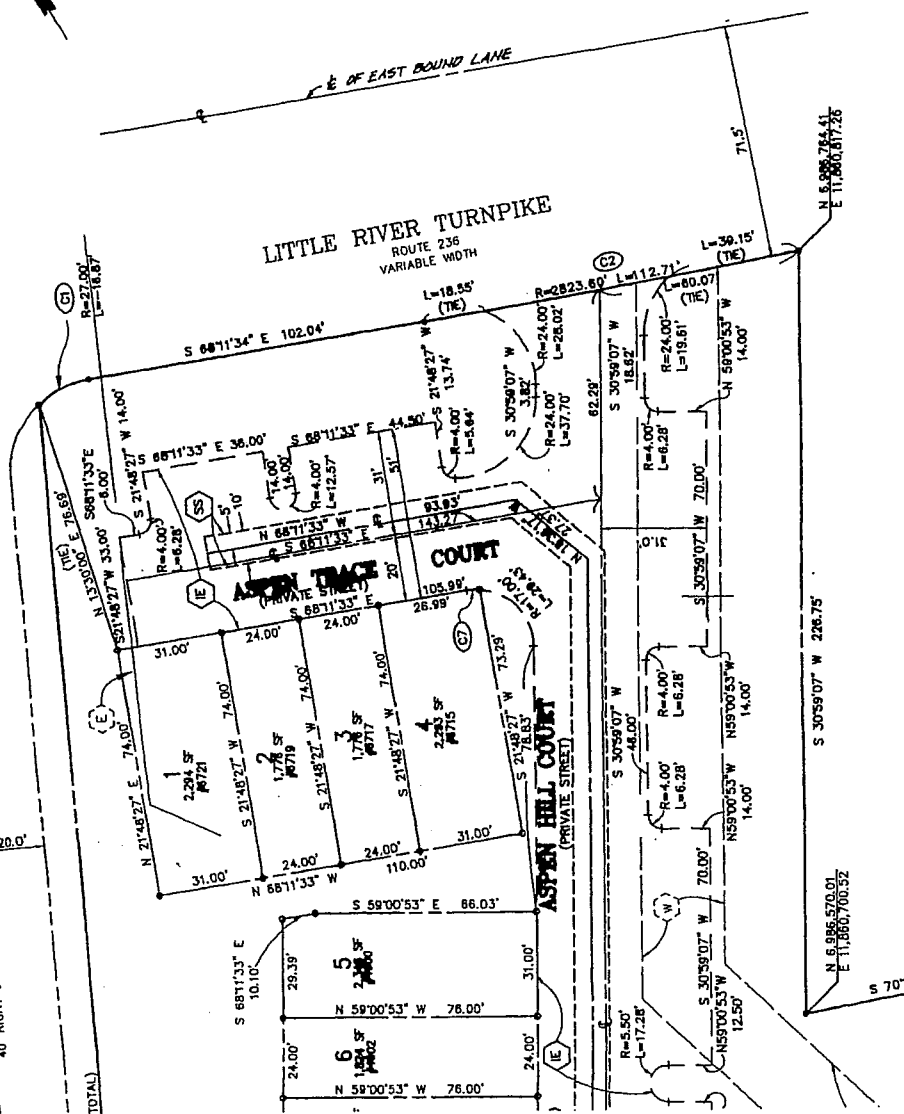
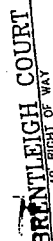
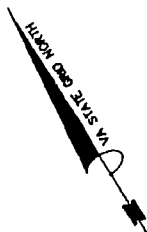
APPROVED
 COUNTY OF FAIRFAX
 OFFICE OF BUILDING CODE SERVICES
 PERMITS DIVISION - SITE DESIGN SECTION
 STREET ADDRESS: 1500 N. STREET
 DATE: 2/14/02
 BY: [Signature]
 DEPARTMENT OF PUBLIC WORKS
 AND ENVIRONMENTAL SERVICES
 OFFICE OF SITE DEVELOPMENT SERVICES
 FAIRFAX, VIRGINIA 22030
 All street locations and/or easements conform to the requirements of this office and the necessary agreements or bonds have been posted.
 By: [Signature] Date: 2/14/02

APPROVED
 COUNTY OF FAIRFAX
 OFFICE OF BUILDING CODE SERVICES
 PERMITS DIVISION - SITE DESIGN SECTION
 STREET ADDRESS: 1500 N. STREET
 DATE: 2/14/02
 BY: [Signature]

1286-RP-01-2

[illegible]





<p>FINAL PLAT RECOMMENDED FOR APPROVAL FAIRFAX COUNTY SITE REVIEW BRANCH CHIEF</p> <p><i>[Signature]</i> DATE <i>8/21/02</i> BY <i>Mr. E. Smith</i> AGENT</p>	<p>APPROVED FOR BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA</p> <p><i>[Signature]</i> DATE <i>8/21/02</i> BY <i>Mr. [illegible]</i> SUPERVISOR</p>	<p>APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE</p>
---	--	---

THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER

APPROVED
COUNTY OF FAIRFAX
OFFICE OF SITE DEVELOPMENT SERVICES
SANITARY SEWER SECTION

BY Leo J. Lufford

DATE 8/1/02

APPROVED
COUNTY OF FAIRFAX
CLERK OF CIRCUIT COURT



DATE: FEBRUARY 18, 2002

All street locations and/or easements conform to the requirements of this office and the necessary agreements of bonds have been received.

By SK Date 8/1/02

DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL SERVICES
OFFICE OF SITE DEVELOPMENT SERVICE
LAURELY VORGENA 8-108

APPROVED
COUNTY OF FAIRFAX
OFFICE OF BUILDING CODE SERVICES
PERMITS DIVISION-SUP. PLUMBING SECTION
STREET ADDRESS PORTION
BY: *[Signature]*
DATE: *12/19/82*

APPROVED
COUNTY OF FAIRFAX
OFFICE OF SITE DEVELOPMENT SERVICES
SANITARY SEWER SECTION
BY Joe J. Lindquist
DATE 8/7/02

**THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER**

[illegible]

1236-RP-01-2

963

953

27D
HOTEL PROPERTY
DB: 7683 PG: 987

6A
RAINES ADDITION TO WILLOW
DB: 6877 PG: 1403

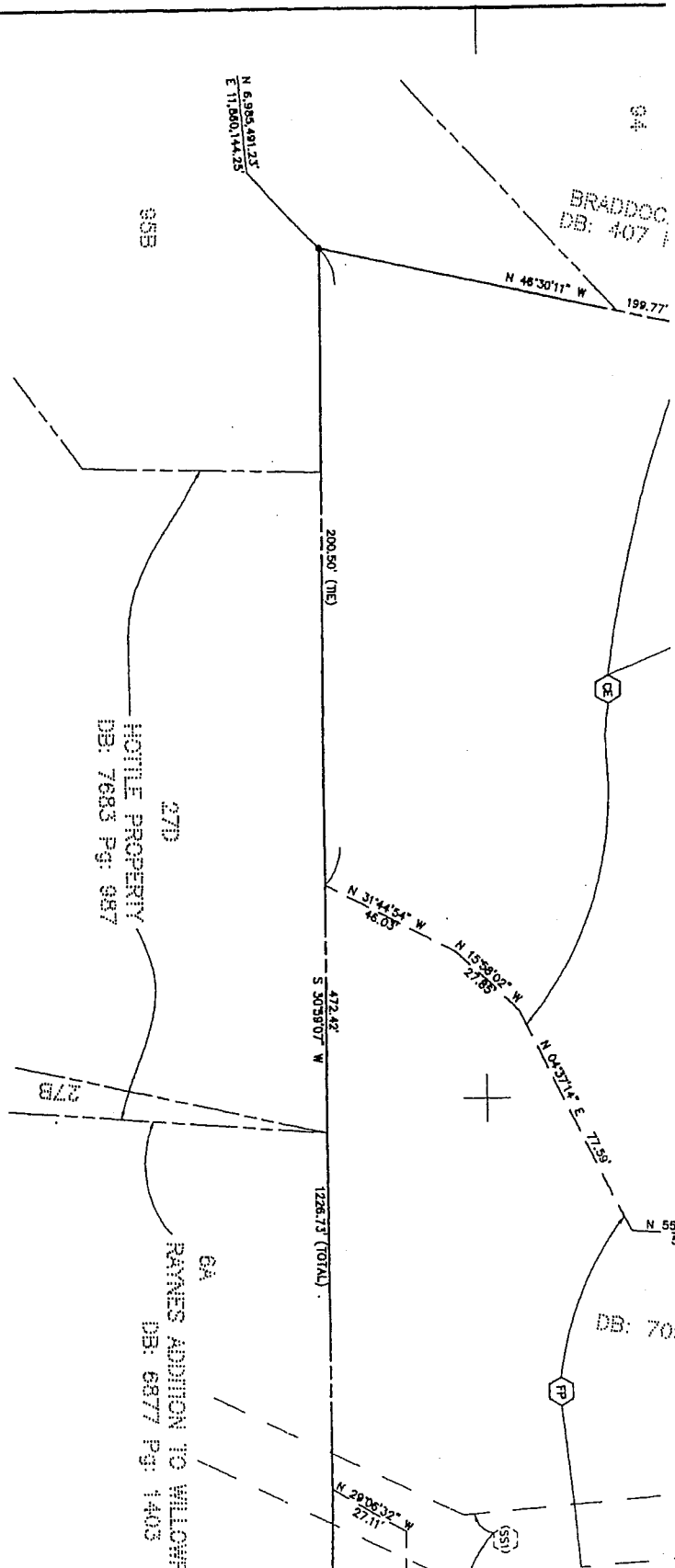
BRADDOCK
DB: 4071

DB: 701



SCALE:

5/21/0
7/22/0



APPROVED
COUNTY OF FAIRFAX
 OFFICE OF SITE DEVELOPMENT SERVICES
 SANITARY SEWER SECTION
 BY: *[Signature]*
 DATE: 8/2/02

FINAL PLAT
 RECOMMENDED FOR APPROVAL
 FAIRFAX COUNTY
 SITE REVIEW BRANCH CHIEF
 BY: *[Signature]*
 DATE: 8/2/02

APPROVED
 FOR
 BOARD OF SUPERVISORS
 FAIRFAX COUNTY, VIRGINIA
 BY: *[Signature]*
 DATE: 8/2/02

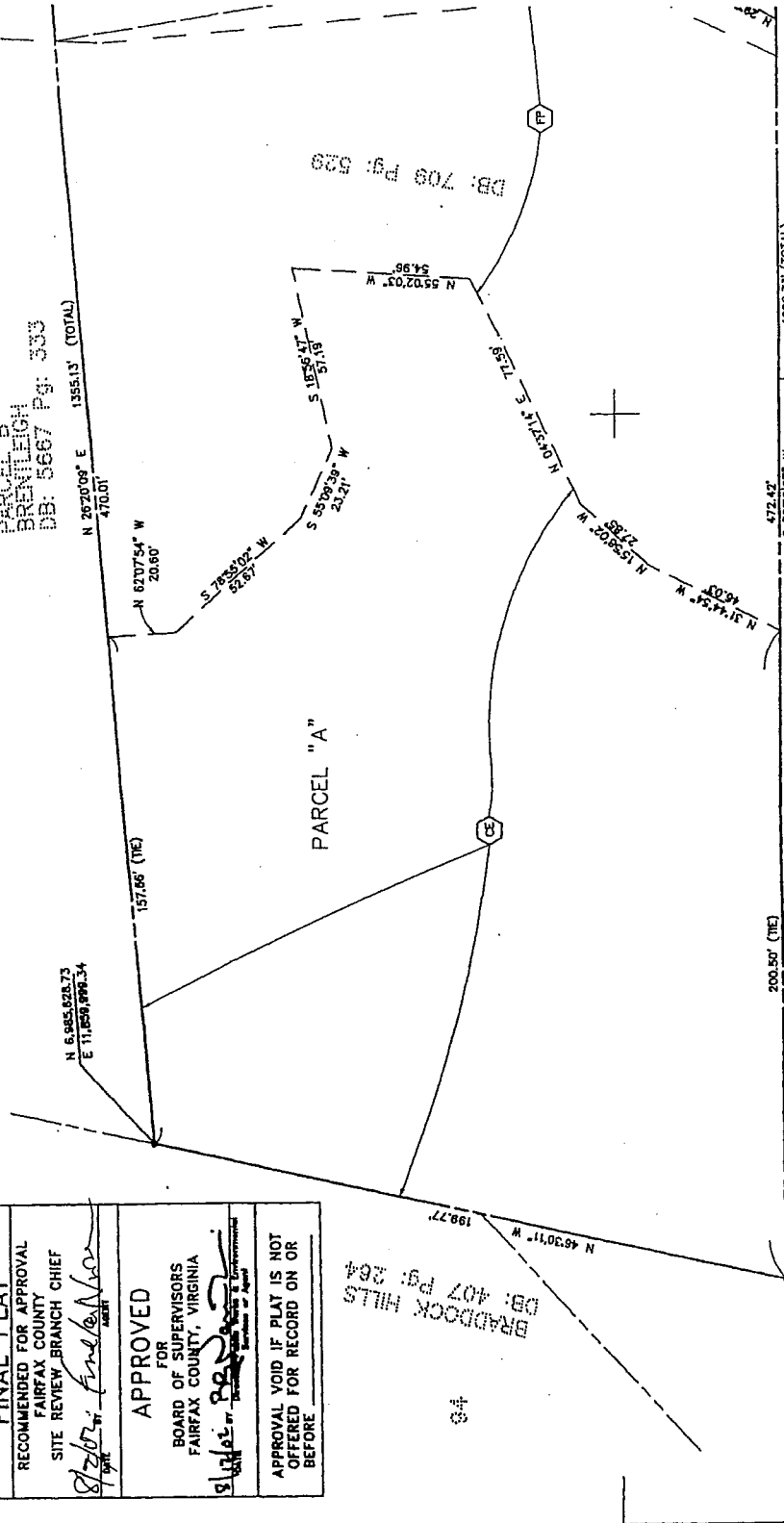
APPROVAL VOID IF PLAT IS NOT
 OFFERED FOR RECORD ON OR
 BEFORE

APPROVED
COUNTY OF FAIRFAX
 OFFICE OF BUILDING CODE SERVICES
 PERMITS DIVISION-SITE PERMITS SECTION
 STREET ADDRESS/SECTION
 BY: *[Signature]*
 DATE: 8/2/02

DEPARTMENT OF PUBLIC WORKS
 AND ENVIRONMENTAL SERVICES
 OFFICE OF SITE DEVELOPMENT SERVICES
 FAIRFAX, VIRGINIA
 All street locations and/or easements conform to
 the requirements of this office and the necessary
 agreements for bonds have been received.
 BY: *[Signature]* DATE: 8/2/02

**THIS APPROVAL IS NOT A
 COMMITMENT TO PROVIDE
 PUBLIC SANITARY SEWER**

**PARCEL B
 BRENNLEIGH
 DB: 5667 Pg: 333**



**BRADDOCK HILLS
 DB: 407 Pg: 264**

THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER

PARCEL B
BRENTLEIGH
DB: 5667 Pg: 333

N 26°20'09" E 1355.13' (TOTAL)

470.00'

157.86' (TIE)

N 62°07'54" W 20.60'

S 78°55'02" W 52.67'

S 18°56'47" W 57.18'

S 59°08'39" W 23.21'

N 55°02'03" W 54.98'

N 30°47'52" W 100.73'

N 50°47'52" W 100.73'

N 43°18'28" W 56.81'

N 31°00'00" E 47.40'

N 26°20'09" E 110.08'

N 85°35'08" W 27.58'

N 49°42'18" W 30.31'

N 30°37'24" E 32.82'

S 26°20'09" W 111.89'

S 40°00'34" W 24.78'

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S 40°00'34" W 24.78'

PARCEL "A"

DB: 709 Pg: 528

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PARCEL "B"

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1226.73' (TOTAL)

472.43'

S 30°58'07" W

N 31°44'34" W

N 15°00'00" E

N 15°00'00" E

N 15°00'00" E

N 15°00'00" E

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[illegible]

MASON DISTRICT
FAIRFAX COUNTY, VIRGINIA

DATE: FEBRUARY 18, 2002

RECORD PLAT
ASPEN HILL

RECORD PLAT

27D
HOTEL PROPERTY
DB: 7683 Pg: 667

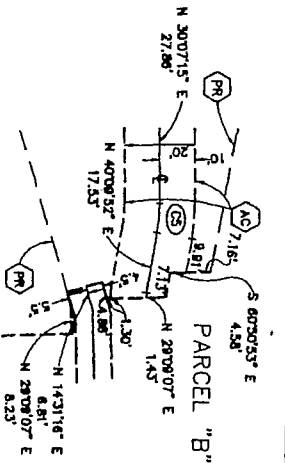
PAYNES ADDITION TO WILLIAMS
DB: 6877 PG: 1403

58

[illegible]

SEE SHEET

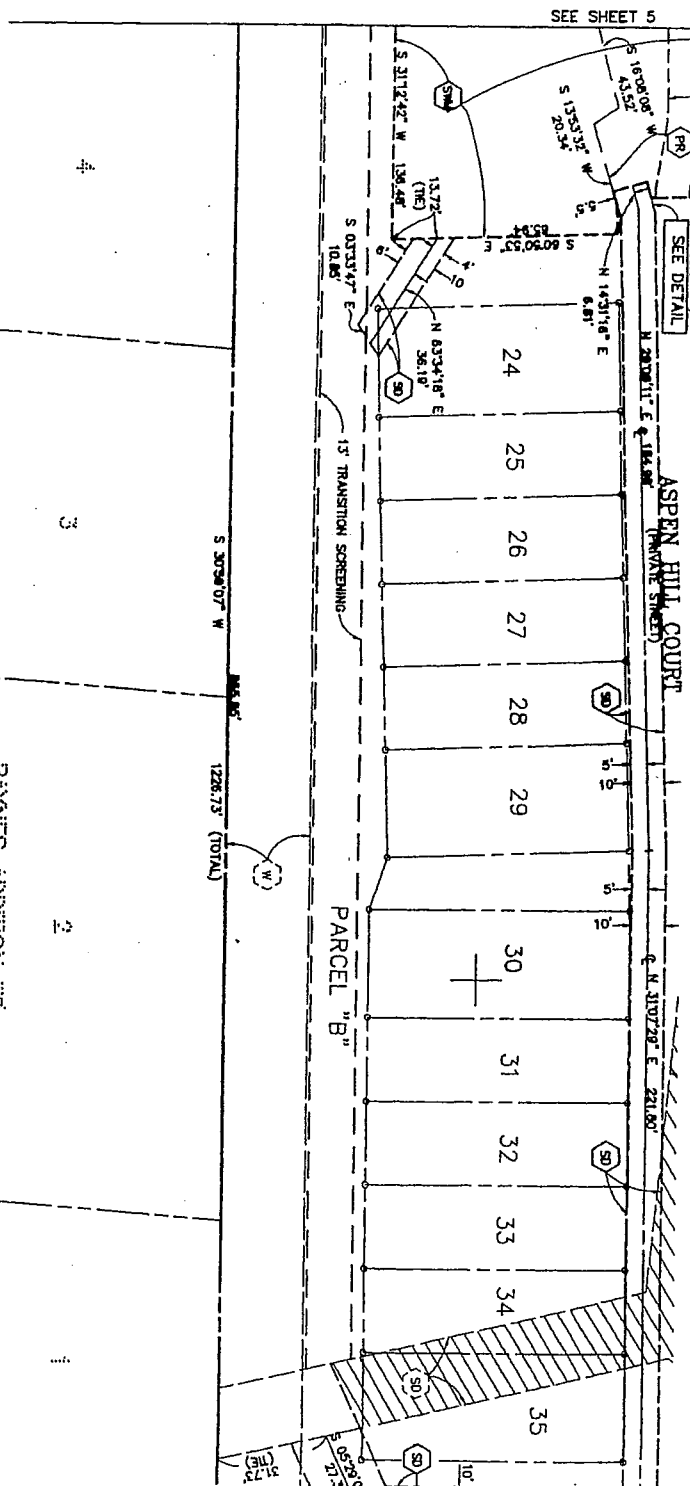
1236-RD-01-2



RAYNES ADDITION TO
WILLOWRUN
DB: 577 Pg: 405



SCALE	
5/21/	
7/22/	



1-2

FINAL PLAT	
RECOMMENDED FOR APPROVAL FAIRFAX COUNTY SITE REVIEW BRANCH CHIEF	<i>[Signature]</i> DATE <i>8/2/02</i>
APPROVED FOR BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA <i>[Signature]</i> DATE <i>8/2/02</i>	
APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE	

THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER

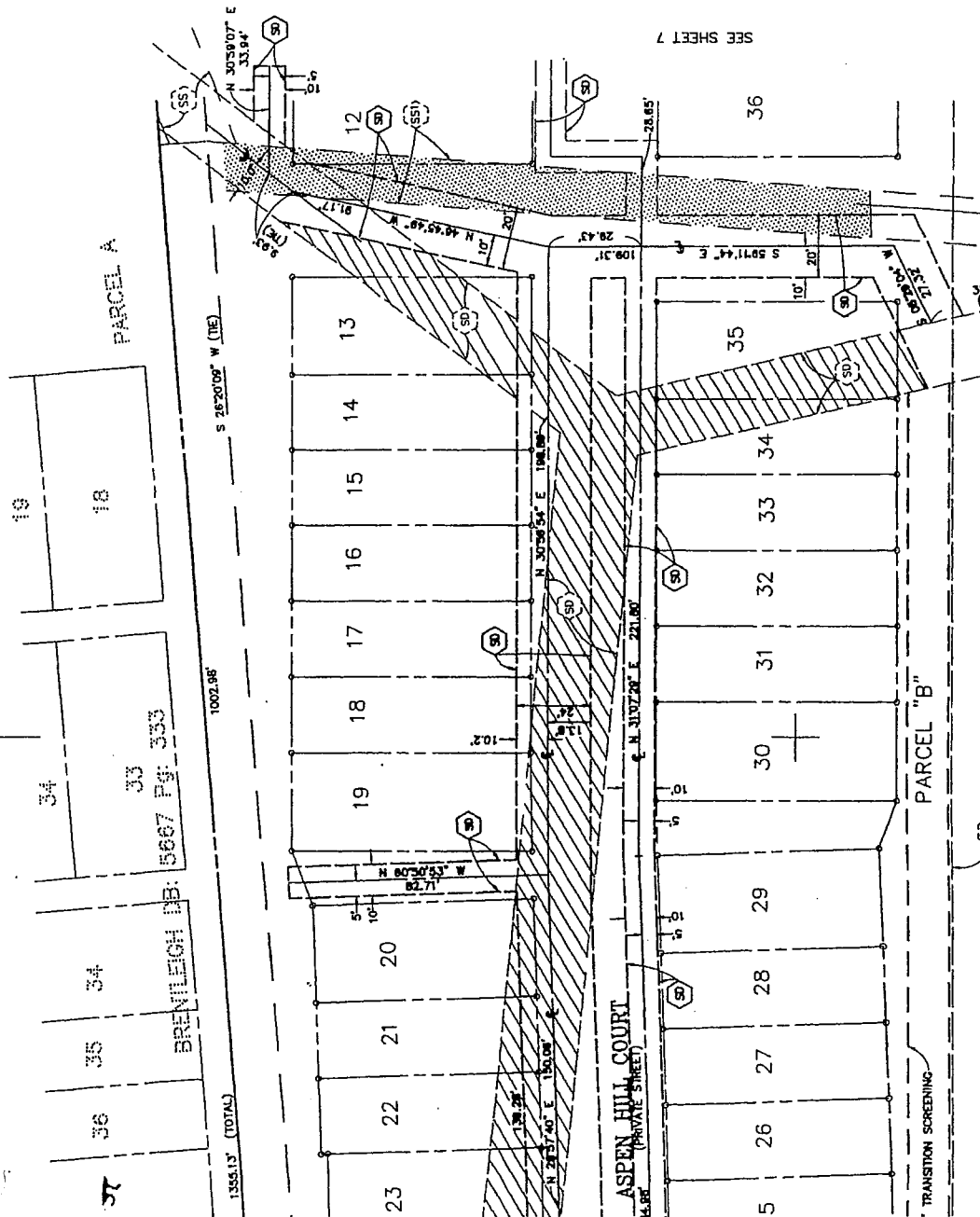
APPROVED COUNTY OF FAIRFAX OFFICE OF SITE DEVELOPMENT SERVICES SANITARY SEWER SECTION	
BY <i>[Signature]</i>	DATE <i>8/2/02</i>

APPROVED COUNTY OF FAIRFAX OFFICE OF BUILDING CODE SERVICES PERMITS DIVISION, SEWER SECTION STREET ADDRESS DIVISION	
BY <i>[Signature]</i>	DATE <i>8/2/02</i>

DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL SERVICES
OFFICE OF SITE DEVELOPMENT SERVICES
FAIRFAX, VIRGINIA

All street locations and/or easements conform to
the measurements of this office and the measurements

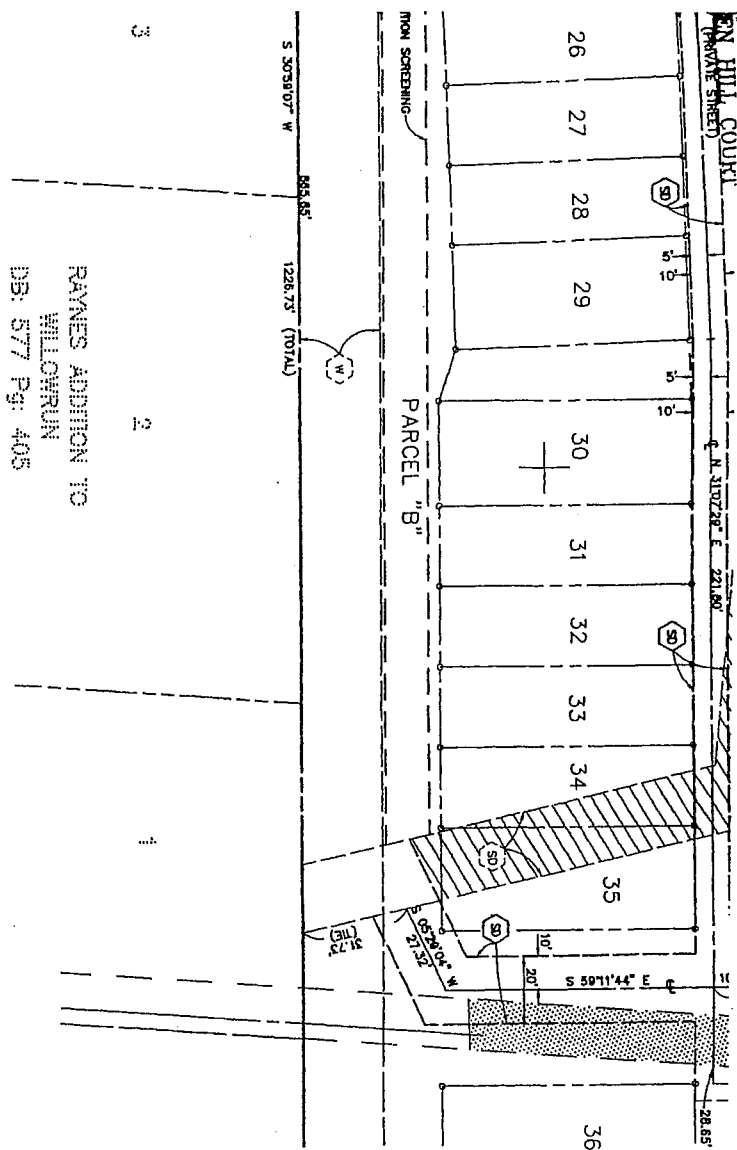
SEE SHEET 7



[illegible]

RECORD PLAT
ASPEN HILL
 MASON DISTRICT
 FAIRFAX COUNTY, VIRGINIA

DATE: FEBRUARY 18, 2002

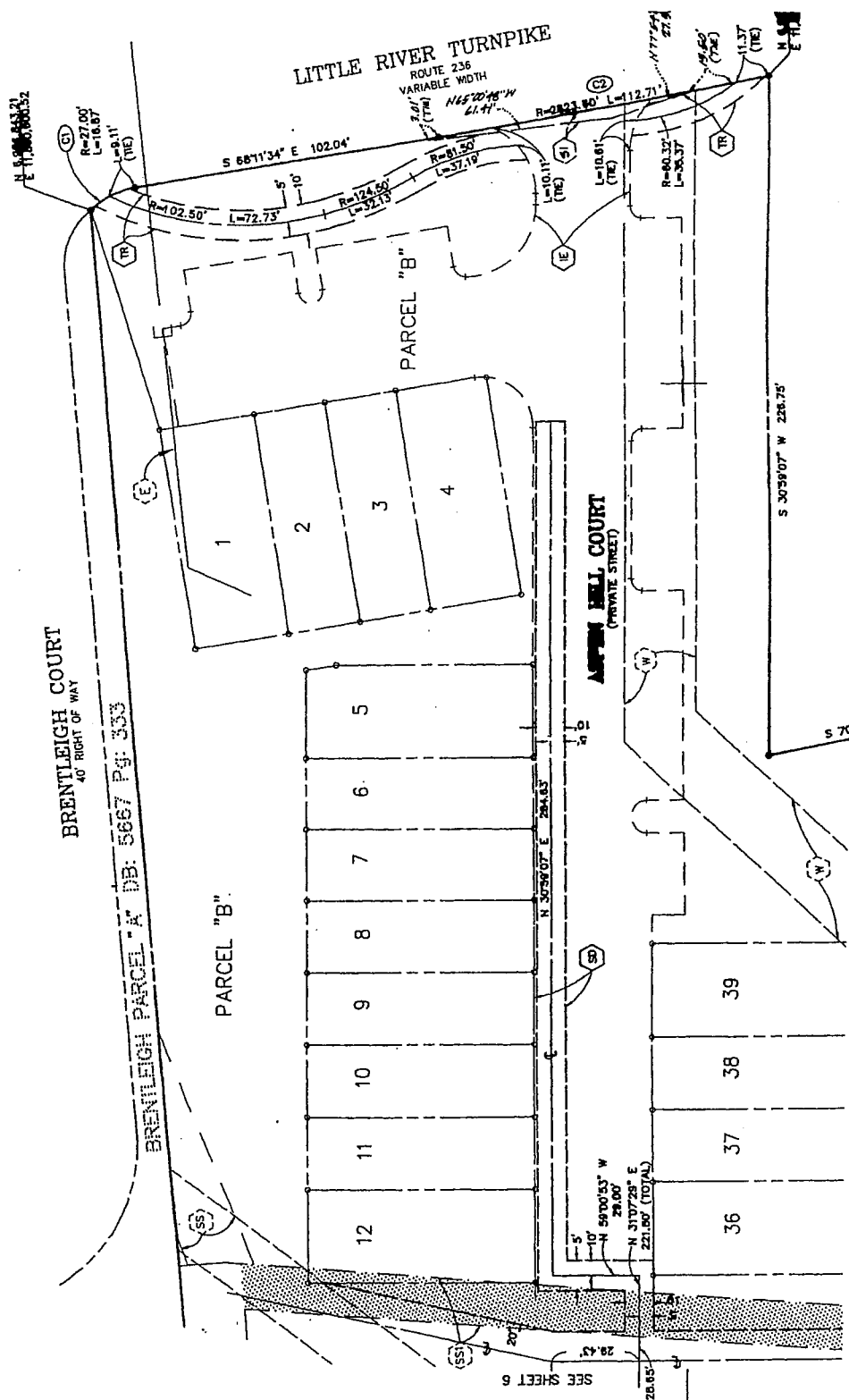


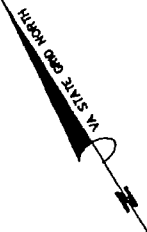
SEE SHEET 7

APPROVED
COUNTY OF FAIRFAX
OFFICE OF BUILDING CODE SERVICES
PERMITS DIVISION SITE PLANNING SECTION
STREET ADDRESS: ENGLETON
DATE: 8/18/02
BY: [Signature]

DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL SERVICES
OFFICE OF SITE DEVELOPMENT SERVICES
FAIRFAX, VIRGINIA

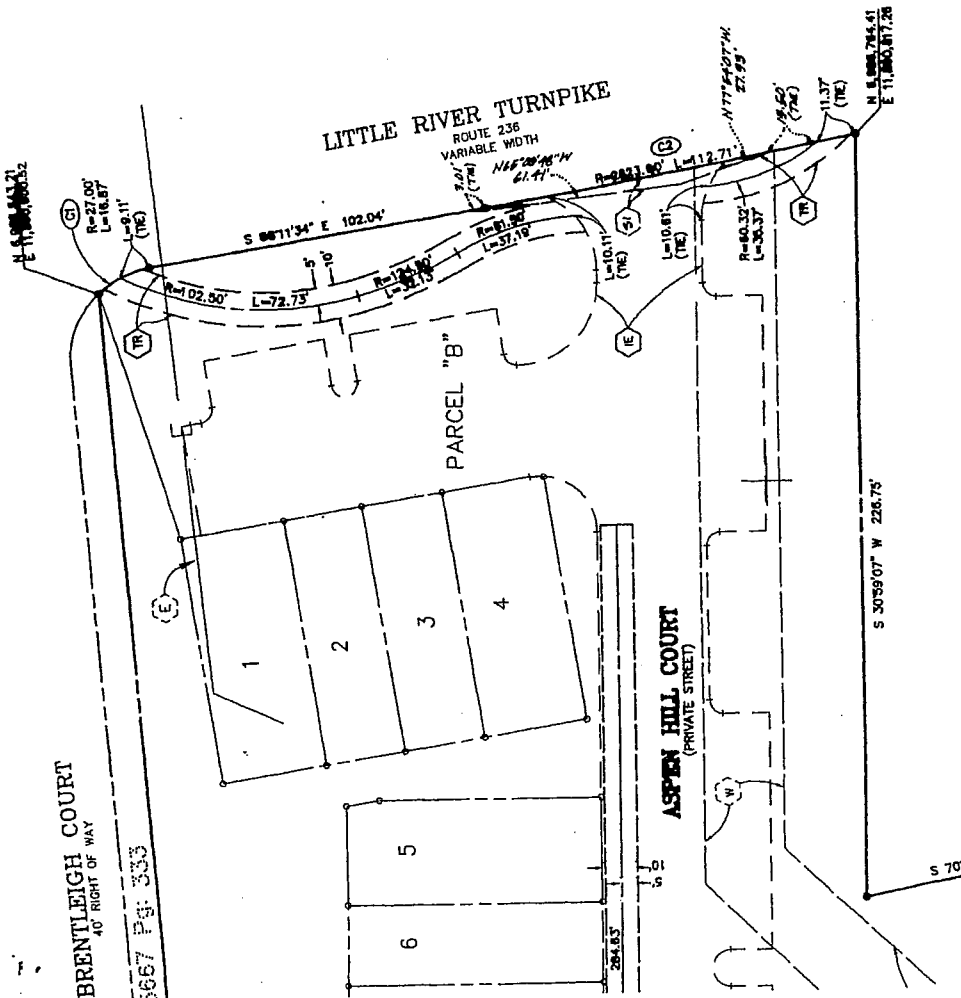
1236-AP-01-2





BRENTLEIGH COURT
40' RIGHT OF WAY

5667 Pg. 333



FINAL PLAT
RECOMMENDED FOR APPROVAL
FAIRFAX COUNTY
SITE REVIEW BRANCH CHIEF
DATE 8/2/02 BY [Signature]

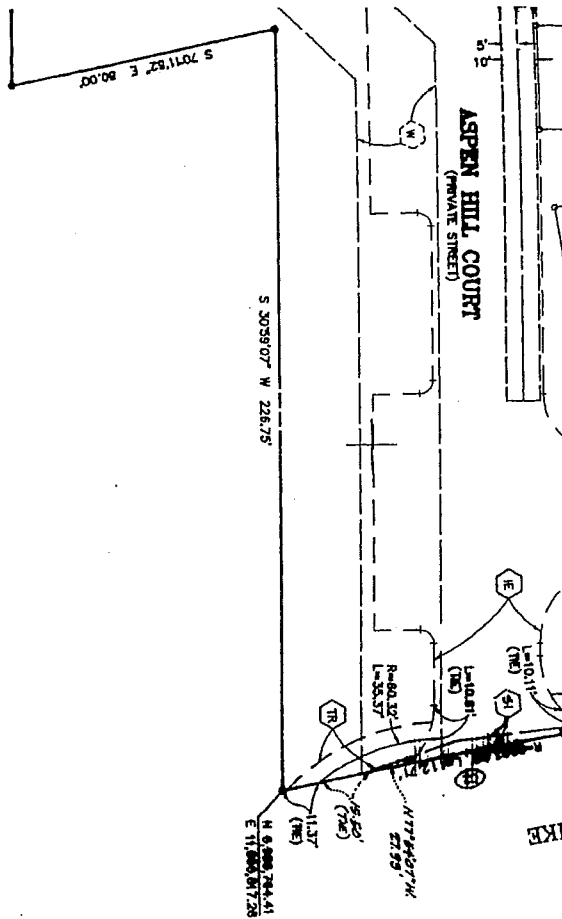
APPROVED
FOR
BOARD OF SUPERVISORS
FAIRFAX COUNTY, VIRGINIA
DATE 8/2/02 BY [Signature]
APPROVAL VOID IF PLAT IS NOT
OFFERED FOR RECORD ON OR
BEFORE

THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER

APPROVED
COUNTY OF FAIRFAX
OFFICE OF SITE DEVELOPMENT SERVICES
SANITARY SEWER SECTION
BY [Signature]
DATE 8/2/02

APPROVED
COUNTY OF FAIRFAX
OFFICE OF BUILDING CODE SERVICES
PERMITS DIVISION - SITE/PERMITS SECTION
STREET/SEWER/PLANNING
BY [Signature]
DATE 8/2/02

DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL SERVICES
OFFICE OF SITE DEVELOPMENT SERVICES
FAIRFAX, VIRGINIA
All street locations and/or easements conform to
the requirements of this office and the necessary
agreements or bonds have been required.
By [Signature] Date 8/2/02



OFFICE OF SITE DEVELOPMENT SERVICES
FARMINGTON, VERMONT 8-6032

All street locations and/or easements conform to the requirements of this office and the necessary easements or bonds have been provided.

By SL Date 8/2/02

THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER

[illegible]

SCALE: 1" = 30'

RECORD PLAT
ASPEN HILL
MASON DISTRICT
FAIRFAX COUNTY, VIRGINIA

DATE: FEBRUARY 18, 2002

1236-RP-01-2.

Brookfield
Aspen Hill

Document 2

1st Grantor
BROOKFIELD ASPEN HILL LLC
1st Grantee
ASPEN HILL LOTS 1 THRU 39 PAR B
Consideration: \$0.00

Declaration
of Covenants
594.46

Instrument #: 2002027617.003
Book: 13241 Page: 0001

Doc. Type: COVENANT

145 LIBRARY FUND	\$1.50
301 CLERKS FEE	\$28.50
106 TECH FUND	\$3.00
Document Type Total:	\$33.00

Check #	18408	\$243.87
Cash Amt:		\$0.00
Cashier MERCEDES CASTRO		

TESTE: JOHN T. FREY

Standalone Cover Sheet Version 1.0

Page 1 of 1

Fairfax County Land Records Cover Sheet - ASPEN HILL COV

Instrument(s)

CONVENANT

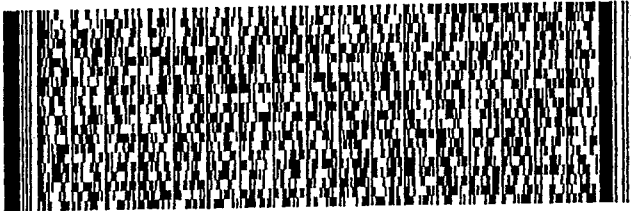
Grantor(s)

BROOKFIELD ASPEN HILL LLC _F_N; ASPEN HILL HOA _F_N

Grantee(s)

ASPEN HILL LOTS 1 THRU 39 PAR B _F_N

Consideration		Consideration %	100
Tax Exemption	None	Amount Not Taxed	
DEM Number		Tax Map Number	071-2-/01//0027
Original Book		Original Page	
Title Company	WALSH COLUCCI	Title Case	294.46
Property Deser.	METES AND BOUNDS		
Certified	No	Copies	0
		Page Range	



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ASPEN HILL

THIS DECLARATION, made on the date hereinafter set forth by Brookfield Aspen Hill LLC, a Virginia limited liability company, hereinafter referred to as "Declarant".

WITNESETH

WHEREAS, Declarant is the owner of certain property in Fairfax County, Commonwealth of Virginia, which is more particularly described on the legal description attached hereto and made a part hereof as Exhibit "N"; and

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

ARTICLE I

Definitions

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

Section 2. "Board of Directors" shall mean the executive organ of the Association elected or appointed pursuant to the Association's Bylaws.

Section 3. "Common Area" shall mean any real property (including any improvements thereon) owned or to be owned by the Association for the common use and enjoyment of the Owners, including the private streets which provide access to the Lots.

Section 4. "Declarant" shall mean and refer to Brookfield Aspen Hill, LLC, a Virginia limited liability company, so long as it shall own any part of the Property or until all bonds are released, whichever is later, its successors and assigns, but only to the extent that any of the rights, reservation, easements, interests, exemptions, privileges

and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

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

Section 6. "Member" shall mean the Class A and B members as described herein.

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

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Participating Builder" shall mean any entity or individual owning a Lots(s) for the purpose of constructing a dwelling unit(s) and identified by Declarant as a Participating Builder.

Section 10. "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Proffers" shall mean and refer to that development agreement for the Property dated September 20, 2001 with Fairfax County in accordance with rezoning case RZ2001-MA-017.

ARTICLE II

Property Rights

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

(a) The right of the Board of Directors to suspend the right to use the Common Area (except the private streets) and the voting rights of an Owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations. The right of the Association to assess charges against an Owner for violations of the Association's legal documents or rules or regulations for which the Owner, the Owner's family members, tenants, guests or invitees are responsible, provided that no such charges may be imposed until the Owner has been given the opportunity to be heard and represented by counsel before the Board of Directors. Notice of a hearing shall be hand delivered or mailed by certified delivery, return receipt requested, to the Owner at the address of record with the Association at least 14 days prior to the hearing. The amount of any charges so assessed shall not exceed the charges permitted by Section 55-513 of the Virginia Property Owners Association Act and shall be treated as an assessment against the Owner's Lot.

(b) The right of the Board of Directors to mortgage, dedicate or transfer any part of the Common Area to any entity, public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Board of Directors and further subject to the then existing laws and applicable ordinances;

(c) The right of the Board of Directors to establish uniform rules and regulations pertaining to the use of and access to the Common Area and any facilities thereon;

(d) The right of the Declarant and any Participating Builder (and their sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves, provided, however, that such use shall not be for a period of more than five (5) years after the conveyance of the Common Area to the Association, or the sale of all the residential Lots within the Properties, whichever is the earlier; provided, further, that no such use by Declarant or Participating Builders or their sales agents or representatives shall otherwise restrict the Owners in their use and enjoyment of the Common Area or any facilities thereon;

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

(f) The right of the Board of Directors to convey portions of the Common Area for purposes of boundary line adjustment with the Lots if required by the Declarant or other municipal agency and at no cost to the grantee, provided, however, that no such conveyance shall be unreasonably and permanently inconsistent with the rights of the Owners to the use and enjoyment of the Common Area; and

(g) The provisions of the Proffers and the conservation easements on the Common Area which prohibit disturbing of the natural vegetation.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Property. Any person(s) who has access to any part of the Common Area through any recorded easement(s) shall be subject to such rights and restrictions with respect to the easement area as are contained in this Declaration as if he were an Owner.

ARTICLE III

Membership and Voting Rights

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

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

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

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be

converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership;
- (ii) December 31, 2006; or
- (iii) such earlier time as Declarant in its sole discretion determines.

Notwithstanding the foregoing, in the event of annexation of any additional properties, Class B membership shall be revived with respect to all Lots owned by the Declarant on the annexed property. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (i) when the total votes outstanding in the Class A memberships in the annexed property equal the total votes outstanding in the Class B membership in such annexed property, or
- (ii) four (4) years from the date of recordation of the Deed of Dedication or Supplemental Declaration for such annexed property.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide services and promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, including all maintenance, snow plowing, repair and replacement of the private streets. The assessments shall also include the cost of all items in the Proffers which are the responsibility of the Association.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to a Class A member, the maximum annual assessment shall be _____ and No/100 Dollars (\$_____.00) for Class A members. The Class B member covenants and agrees to fund any operating budget deficits until the Class B member (Declarant) has conveyed 75% of said Lots to Owners, (other than to Declarant). The Class B member shall pay no assessments to the Association on Lots which it owns except it shall pay full assessments on all Lots it owns upon which a dwelling unit has been completed and is occupied as a residence.

From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A member, the maximum annual assessment described above may be increased by the Board of Directors as required, without a vote of the Class A membership.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area, including fixtures and personal property related thereto or for any purpose which the Association is responsible. Any special assessment may be rescinded by a majority vote of each Class of Members in person or by proxy, at a meeting of the Members convened within sixty (60) days of notice of the special assessment.

Section 5. Uniform Rate of Assessment. Except as otherwise provided in Section 3 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly or quarterly basis, as determined by the Board of Directors.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the date of settlement of the Lot to a Class A Member. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the

annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer for the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association with the status of assessments on the Lots shall be binding on the Association on the date of its issuance.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be assessed a late fee and shall bear interest from the due date as shall be determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

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

Section 10. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Area by the allocation and

payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Area may be expended only for the purpose of affecting their repair, replacement or improvement of major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 11. Initial Working Fund. The Board of Directors shall levy an "initial" assessment at settlement against the Owner of a Lot who is a Class "A" member (other than a Participating Builder) at the time of conveyance. Such initial assessment shall be in the amount of _____ dollars (\$_____.00), and shall be used for commencing the business of the Association or any other purpose established by the Board of Directors.

ARTICLE V

Use Restrictions

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

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling, except as permitted by local zoning ordinances.

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

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except the permanent entrance sign and one

(1) sign for each Lot, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the Lot for sale or rent, and one (1) security system sign per Lot, and any other sign that is approved by a majority vote of the Board of Directors.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently. Garages may not be converted to living space or for any other primary use other than for parking and storage of vehicles. Except for Declarant's or Participating Builder's construction or sales purposes, no trailer, or similar equipment shall be permitted to remain upon the Property.

Section 6. No commercial, industrial or recreational vehicle (including boats) shall be parked on the Property (except within a garage) without the written consent of the Board of Directors. Driveways provide access to the garages and are not intended as parking areas for vehicles. No motorized vehicle may be used or maintained on the yards or sidewalks of any Lot or Common Area and no unlicensed vehicles are allowed on the Property. The Board of Directors shall have the right to tow any improperly parked vehicle or any vehicle, the keeping or parking of which in the Common Area violates this Declaration upon forty-eight (48) hours' notice posted on the vehicle.

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

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

Section 9. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Nothing herein shall be

deemed to apply to the storage on the Property by Declarant or Participating Builder of building materials during, and for use in, the construction of the improvements on the Property.

Section 10. No outside television antenna, radio antenna, satellite dish, direct broadcast satellite (DDS) dish, or similar structure shall be maintained on the Property unless approval for such antenna or dish and the proposed location of thereof has been first obtained from the Board of Directors. In order to comply with the applicable rules of the Federal Communications Commission (FCC) relating to the installation of an antenna or dish, the Board of Directors shall act promptly on any request for erection thereof and any restrictions which the Board of Directors places on the installation of such antenna or dish shall not (1) unreasonably delay or prevent its installation, maintenance or use, (2) unreasonably increase the cost of its installation, maintenance or use, or (3) preclude reception of an acceptable quality signal.

Section 11. All Owners and occupants shall abide by the By-laws and any rules and regulations adopted by the Association. Rules and regulations shall be adopted and enforced pursuant to the Virginia Property Owners' Association Act. Any Owner, his tenants, guests or other invitees who violates the restrictions of this Declaration or the rules and regulations adopted by the Board of Directors shall be assessed a charge pursuant to Section 55-513 of the Virginia Property Owners' Association Act.

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

Section 13. No Owner, occupant, or any other person shall alter, place or remove any object, equipment, structure or signage on the Common Area without prior written consent of the Board of Directors, except for such items as are specifically allowed or prohibited in this Declaration.

Section 14. None of the foregoing restrictions shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas and its facilities; or

(c) Any Participating Builder, its officers, employees, agents or assigns in their development, marketing and sale of Lots.

Section 15. During reasonable daylight hours the Declarant or member of the Board of Directors, or any other representative of any of them, shall have the right to enter upon and inspect any Lot for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE VI

Exterior Maintenance

Section 1. Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. No vegetation, grading, or landscaping shall be allowed which may interfere with stormwater drainage areas on the Lots.

Section 2. In the event an Owner shall fail to maintain his Lot and the improvements situated thereon, the Association or the Declarant shall have the right to enter upon said Lot, after reasonable notification of the Owner, to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot and such lien may be enforced in the same manner as an annual assessment levied in accordance with Section 8, Article IV hereof.

ARTICLE VII

General Provisions

Section 1. Enforcement. The Association, or any Owner, or any Mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association. Failure by the Association or by any Owner or by any mortgagee of any Lot to enforce any covenant or restrictions herein contained or any provision of the Bylaws or Articles of Incorporation of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or

breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the Bylaws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages.

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

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

Section 4. Amendment. Subject to the other limitations set forth in this Declaration, this Declaration may be amended by an instrument approved by not less than seventy-five percent (75%) of the Members voting at a meeting of the Members. The amendment instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

Notwithstanding anything to the contrary herein contained, the Declarant reserves the right to amend this Declaration without the consent of any Owners, or any other persons claiming an interest in the Property or the Association if such amendment is necessary to (i) bring this Declaration into compliance with any rule, regulation or requirement of the Federal Housing Administration, The Federal National Mortgage Association, The Federal Home Loan Mortgage Corporation, or Fairfax County, Virginia; (ii) make non-material or corrective changes; or (iii) reflect the relocation of boundary lines between the Common Area and any Lots or among any Lots, provided however that an approved resubdivision of the affected property is properly recorded.

Section 5. Annexation. Additional lots or property within the vicinity of the Property may be annexed to the Property by the Declarant or with the consent of the Declarant without the consent of the Class A members of the Association

Any annexations made pursuant to this Section, or otherwise, shall be made by recording a Supplementary Declaration among the land records of Fairfax County, which Supplementary Declaration shall extend the scheme of this Declaration to such annexed property or by the recordation of a deed of dedication or deed of subdivision for such additional property or any portion thereof which shall by its terms subject such additional property to the operation of the provision of this Declaration. Such annexations need not be made by the Declarant; provided, however, that any

such annexation accomplished by persons other than the Declarant shall have the consent of the Declarant. On the first day of the month following recordation of the above described Supplementary Declaration, deed of dedication or subdivision, all lots described in the Supplemental Declaration, deed of dedication or subdivision shall be assessed a pro rata share of the annual assessments and any special assessments then due in accordance with Article IV, Section 3.

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

Section 6. Consents by Lenders. Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Owners, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of not less than two-thirds (2/3) in number of the First Mortgagees of record on the Lots:

(a) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or its facilities directly or indirectly owned by the Association; provided, however, that the conveying of property and granting of rights-of-way, boundary line adjustments, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and its facilities by the members of the Association shall not be considered a transfer within the meaning of this Section 6; or

(b) abandon or terminate this Declaration; or

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

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

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

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

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

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

Section 7. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the First Mortgagee on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the First Mortgagee on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any Lot and the protection extended in this Declaration to the Mortgagee shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the First Mortgagee on the Lot which is the subject matter of such suit or proceeding. If the Association employs a management agent and then subsequently undertakes "self-management," it shall promptly give written notice of such occurrence to all of the First Mortgagees of record on the Lots.

Any First Mortgagee of any Lot may pay any taxes, utility charges or other charges levied against Common Area which are in default and which may or have become a charge or lien against Common Area and any such First Mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the Common Area. Any first mortgagee who advances any such payment shall be due immediately reimbursement of the amount so advanced from the Association.

Section 8. Mortgage Notification and Presumptive Approval. Notwithstanding the foregoing, all notices and rights of Mortgagees shall pertain only to those Mortgagees who are listed with the Association. Each Owner must notify the Association of his Mortgagee's name and address. If any notice is given or consent requested pursuant to Section 6 and 7 above and the Mortgagee does not respond within thirty (30) days of such notice, then such Mortgagee shall be deemed to have approved such notice or consent.

Section 9. Casualty Losses. In the event of substantial damage or destruction to the Common Area, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on

the Lots. No provision of the Declaration or the Articles of Incorporation or these Bylaws of the Association shall entitle any Member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of the Common Area.

Section 10. Condemnation or Eminent Domain. In the event any part of the Common Area is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notices of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any Member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of the Common Area.

Section 11. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

ARTICLE VIII

Easements, Etc.

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

Section 2. Crossover Easement. If the Owner (including the Declarant) of any Lot must, in order to make responsible repairs or improvements to a building on his Lot, enter or cross any Common Area, or a Lot of another Owner, such Owner shall have an easement to do so, providing that said Owner shall use the most direct, feasible route in entering and crossing over such an area and shall restore the surface so entered or crossed to its original condition, at the expense of said Owner.

Section 3. Blanket Easement. An easement is hereby retained in favor of Declarant and the Association over the Lots and any Common Area for installation of trails, landscaping, construction of a common cable television system, a common sprinkler, entrance sign or features, or any other item for the common enjoyment and/or benefit of the Owners. An easement is further granted for the purpose of the repair and

maintenance of any item so constructed. Any entry upon any Lot or any Common Area to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association and/or Declarant harmless from the cost of repairing or replacing any portion damaged or destroyed by such Owner, his family, his guests or invitees.

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

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

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

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

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

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost

thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

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

ARTICLE IX

Architectural Control

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

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

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

Section 3. Declarant Exempt. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article IX shall not be applicable to the Declarant or any Participating Builder or any part of the Property owned by the Declarant or any Participating Builder.

ARTICLE X

Merger or Dissolution of Association

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

ARTICLE XI

Additional Covenants

Section 1. Compliance Fairfax County Zoning Ordinance. These covenants, conditions, restrictions and easements shall be subject to the regulations set forth in Section 2-702 of the Fairfax County Zoning Ordinance entitled "Common Open Space and Common Improvement Regulation" as said regulation may be amended from time to time.

Section 2. Except for such temporary construction facilities of Declarant, no building shall be permitted on the Common Area of the Property except those which were approved by Fairfax County, Virginia, in its final site plan concerning this Property or are subsequently approved as revisions to the final site plan.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument on the 30th day of May, 2002.

BROOKFIELD ASPEN HILL LLC, a Virginia limited liability company

By: _____
Name: - Richard Dengler
Title: Vice President

STATE OF Virginia :
COUNTY OF Fairfax : to wit:

The foregoing instrument was acknowledged before me this 30th day of May 2002, by Richard J. Dengler
Vice President of Brookfield Aspen Hill LLC.

Notary Public

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument on the 30th day of May, 2002.

BROOKFIELD ASPEN HILL LLC, a Virginia limited liability company

By: [Signature]
Name: Richard J. Dengler
Title: Vice President

STATE OF Virginia :
COUNTY OF Fairfax : to wit:

The foregoing instrument was acknowledged before me this 30th day of May, 2002, by Richard J. Dengler,
Vice President of Brookfield Aspen Hill LLC.

My commission expires: 7/31/04

[Signature]
Notary Public
Joan S. Stanley
Formerly Joan May Siegel

EXHIBIT A

To Declaration of Covenants for Aspen Hill

Lots I through 39, and Parcel B, Aspen Hill, as duly dedicated, platted and recorded immediately prior hereto in the Deed of Subdivision for Aspen Hill.

BYLAWS
OF
ASPEN HILL HOMEOWNERS ASSOCIATION , INC

ARTICLE I

Name and Location

The name of the corporation is Aspen Hill Homeowners Association, Inc., a Virginia non-stock corporation, hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 8521 Leesburg Pike, Suite 200, Vienna, VA 22182 but meetings of members and directors may be held at such places within the Commonwealth of Virginia as may be designated by the Board of Directors.

ARTICLE II

Definition

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

Section 2. "Board of Directors" shall mean the executive organ of the Association elected or appointed pursuant to the Association's Bylaws.

Section 3. "Common Area" shall mean any real property (including any improvements thereon) owned or to be owned by the Association for the common use and enjoyment of the Owners, including the private streets which provide access to the Lots.

Section 4. "Declarant" shall mean and refer to Brookfield Aspen Hill LLC, a Virginia limited liability company so long as it shall own any part of the Property or until all bonds are released, whichever is later, its successors and assigns, but only to the extent that any of the rights, reservation, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

Section 5. "Declaration" shall mean and refer to that Declaration of Covenants, Conditions and Restrictions for the Property recorded among the land records of Fairfax County, Virginia.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Areas.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deeds of trust. "First Mortgagee" as used herein, shall mean a mortgagee with priority over other mortgages. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Participating Builder" shall mean any entity or individual owning a Lots(s) for the purpose of constructing a dwelling unit(s) and identified by Declarant as a Participating Builder.

Section 11. "Property" shall mean and refer to that certain real property described on Exhibit "A" to the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. "Proffers" shall mean and refer to that development agreement for the Property dated September 20, 2001 with Fairfax County in accordance with rezoning case RZ2001-MA-017.

ARTICLE III

Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within twelve (12) months from the date of filing of the Articles of Incorporation of

the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter.

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 the written request of the Members who are entitled to vote twenty percent (20%) of all of the votes of the Class A 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 fifteen (15) 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 the notice. 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 of proxies entitled to cast, twenty percent (20%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum, as aforesaid, shall be present or be represented.

Section 5. Voting. At every meeting of the Members, each Class A Member shall have the right to cast one (1) vote for each Class A membership which he owns on each question. Each of the Class B Members shall have the right to cast three (3) votes for each Class B membership which he owns on each question. The vote of the Members representing fifty-one percent (51%) of the total of the votes of all of the memberships at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these By-laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of the co-owners present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such

corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be delinquent in any payment due the Association.

Section 6. 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 and shall automatically cease upon conveyance by the Member of his Lot. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy.

Section 7. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the Members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article III for notice to the Members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

ARTICLE IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of at least three (3) natural persons who shall be initially designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the Members of the Association after Class B membership terminates. Commencing with the first annual meeting of the Association

after Class B membership terminates, the Board of Directors shall consist of at least three (3) members who shall be elected by the Members of the Association. The Members may vote to increase the number of Directors at any meeting of the Members.

Section 2. Term of Office. At the first annual meeting after Class B membership terminates, the Members shall elect at least one (1) Director for a term of three (3) years, one Director for two (2) years and any additional Directors for staggered terms. At each annual meeting thereafter, the Members shall elect a Director to each vacancy for a term of three (3) years.

Section 3. Removal. After the first annual meeting of the Members after Class B membership terminates, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Any Director appointed by the Declarant may be removed from the Board, with or without cause, by the Declarant. 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 expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors-and such approval is filed with the minutes of the proceedings of the Board of Directors. Any action so approved shall have the same effect as through taken at a meeting of the Directors.

ARTICLE V

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors, commencing with the first annual meeting of Members after Class B membership terminates, shall be made in writing in advance of the annual meeting or from the floor at the annual meeting.

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 VI

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or electronic mail, at least six (6) days prior to the date named for such meeting.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice of each Director, given personally or by mail, telephone or electronic mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any two (2) of the Directors.

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.

Section 4. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner and subject to the same requirements and limitations, as are otherwise provided in this Article VI for notice to the Members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any meeting and may, upon his request made to the Chairman in advance of the meeting, address the Members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all the meetings of the Board of Directors upon request made in writing to the Secretary.

Section 5. Fidelity Bonds. The Board of Directors may require that all officers, Directors and employees of the Association regularly handling or otherwise responsible

for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty. The premiums on such bonds or insurance shall be paid by the Association.

ARTICLE VII

Powers and Duties of the Board of Directors

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

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

(b) suspend the voting rights and right to use of the Common Area of a Member for an infraction of published rules and regulations or during any period in which such Member will be in default in the payment of any assessment levied by the Association pursuant to Section 55-513 of the Virginia Property Owners Association Act.

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

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

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

(a) 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 twenty percent (20%) of the Class A Members who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each

Lot at least thirty (30) days in advance of each annual assessment period;

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

(3) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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

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

(g) cause the Common Area to be maintained

(h) otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Declaration and Articles of Incorporation and these Bylaws

Section 3. Management Agent. The Board of Directors may but shall not be required to employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon written notice.

ARTICLE VIII

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, all of which officers are to be elected by the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members; provided that the initial Board of Directors shall elect the first group of officers at its first organizational meeting.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor is duly elected and qualified, 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 giving written notice to the Board, the President or the Secretary. Such resignation 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 by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one (1) of any of the offices except in the case of special offices created pursuant to Section 4 of this Article VIII.

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

President

(a) 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 all checks and promissory notes.

Vice President

(b) 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.

Secretary

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

Treasurer

(d) 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; shall sign all checks and promissory notes of the Association; keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, if required by the Board; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and Director of the Association against any and

all expenses, including counsel fees, reasonably incurred by, or imposed upon, an officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or Director of the Association, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association or former officer or Director of the Association may be entitled.

ARTICLE X

Committee

The Board of Directors shall appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

Insurance

Section 1. Insurance. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably available, at least the following:

(a) A comprehensive policy of public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amounts and in such forms as may be considered appropriate by the Board of Directors (but not less than One Million and No/100 Dollars (\$1,000,000.00) covering all claims for bodily injuries and/or property damage arising out of a single occurrence) including, but not limited to, legal liability, hired automobile liability, non-owned automobile liability, liability for property of others and, such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including any and all other liability incident to the ownership and use of the Common Area and facilities or any portion thereof; and

(b) Workers' compensation insurance to the extent necessary to comply with any applicable law; and

(c) A "Legal Expense Indemnity Endorsement," or its equivalent, affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such; and

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by these Bylaws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written or reinsured with a company or companies licensed to do business in the State where the project is located and holding a rating of "A + AA" or better in the current edition of Best's Insurance Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article XI be brought into contribution with insurance purchased by the owners of the Lots or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article XI shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insured's named thereon, including any mortgagee of any Lot who requests such notice in writing.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the Members of the Association and their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

ARTICLE XII

Casualty Damage -- Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In event of damage or destruction to the Common Area by fire or other casualty, the same shall be promptly repaired, replaced or reconstructed in substantial conformity with the original plans and specifications for the Common Area with the proceeds of insurance available for that purpose, if any. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of the Common Area for purposes other than the repair, replacement or reconstruction of the Common Area without the prior written consent and approval of the First Mortgagees of record on the Lots.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction of the Common Area caused by fire or other casualty not insured against, then and in either of those events, upon resolution of the Board of Directors, the repair, replacement and reconstruction of the damage shall be accomplished promptly by the Association at its common expense.

ARTICLE XIII

Books and Records -- Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin at the date of recordation of the Declaration among the Land Records for Fairfax County, Virginia. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Association shall be set forth in Article II of the Articles of Incorporation of the Association. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Secretary/Treasurer or in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Area, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital

expenditure or reserves of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 4. Auditing. At the close of each fiscal year, upon the decision of the Board of Directors, the books and records of the Association may be audited by an independent Public Accountant whose report shall be prepared in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the Members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon and other records maintained by the Association pursuant to the Virginia Property Owners Association Act, shall be available for examination by the Members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lot and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. The Declaration, the Articles of Incorporation and the Bylaws of the Association 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

Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be assessed a late fee and bear interest from the date of delinquency as shall be determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against his Lot, and interest, costs, and reasonable attorneys' 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.

ARTICLE XV

Corporate Seal

The Association may have a seal in circular form having within its circumference the words: Aspen Hill Homeowners Association, Inc., a Virginia corporation.

ARTICLE XVI

Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

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

ARTICLE XVII

Interpretation -- Miscellaneous

Section 1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these Bylaws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 2. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in these Bylaws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect

Section 4. Waiver. No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction thereof.

Section 6. Gender, etc.. Whenever in the Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, we being all of the initial Directors of Aspen Hill Homeowners Association, Inc., have hereunto set our hands this 30th day of May, 2002

WITNESS

Richard J. Dengler, Director

Kimberly Mackmin, Director

Christopher Foley, Director

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Aspen Hill Homeowners' Association, Inc., a Virginia non-stock, non-profit corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on the ____ day of _____, 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 2002.

Secretary Kimberly S. Mackmin

(CORPORATE SEAL)

March 21, 2005

Members of the Aspen Hill Home Owners' Association;

Over a year ago, the Brookfield Board Members for Aspen Hill created an Architectural Committee and tasked them to draft their own charter, a set of Architectural Guidelines, and Rules and Regulations. This committee delivered a draft of these documents to your Interim Board of Directors immediately after they were elected on May 5, 2004, only 10 months ago. Your Interim Board of Directors was able to modified, have a legal review, approve, and publish the committee's charter and our community's initial set of Architectural Guidelines.

Unlike our Declaration and Bylaws that require a majority vote of the Membership, Rules and Regulations are approved by your Board. Some Rules are generalized repetitions of topics in county law or from our own Declaration or Bylaws. These are provided in the form of a Rule as a reminder of the various requirements and to provide easier reference if needed. In the event of a Declaration or Bylaw violation, the Declaration or Bylaw will be referred rather than the Rule. However, some Rules and Regulations are established for the benefit of the community as a whole. This initial set is scaled back as compared to some other HOA's. Your Board hopes that you'll agree that the proposed initial set of Rules and Regulations make sense and can be easily complied with.

The attached draft Rules and Regulations were initially created and have been reviewed by the Architectural Committee, and have been reviewed and edited by your Board. Though not required by state law or bylaw, The Board has chosen to distribute a draft of the proposed set of Rules and Regulations to the Membership for review. Members may mail or email inputs to our community manager, **Tim Kerchner, at 4305 Evergreen Lane, Annandale, VA 22003**, or NVManagement@erols.com up until April 15, 2005. Tim will consolidate and analyze Member inputs, and The Board will finalize an initial set. It is envisioned that an initial set of Rules and Regulations will be approved at the April Board meeting. Enforcement will commence thirty (30) days after the approved Rules and Regulations have been distributed to the Members.

Our Board can improve these Rules and Regulations at any time, following the normal method of enacting Home Owner Association Rules and Regulations. Members may recommend changes to our Rules and Regulations at any time, not only during this review period established for our initial set.

Your Board looks forward to any constructive recommendations, and continue to keep a watch for committee and Board meeting announcements posted on the sides of the mail boxes at both locations.

Sincerely,

The Board of Directors

Ken Dray
Benjamin
Tom Carey

ASPEN HILL HOME OWNERS ASSOCIATION COMMUNITY RULES

INTRODUCTION

The Virginia Property Owners' Act, Declaration, and Bylaws are paraphrased in some Rules in order to make certain information convenient to the Members. If clarification is needed, refer to state law or Association documents.

COMMUNITY RULES

The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents or the laws of Virginia and Fairfax County.

Nothing contained herein shall preclude the Board of Directors from seeking injunctive relief or any other remedy available to it in a court of equity.

If the Association must enforce resolution through any form of legal action, the offending Owner shall be responsible for all expenses and/or attorneys' fees incurred by the Association in enforcing the provisions of this Resolution.

ACTION WITHOUT MEETING

Bylaws Article IV, Section 5 provides that the Board of Directors (Board) may take action in the absence of a meeting if written approval of all Directors is filed with the minutes of the subsequent Board meeting.

APPROVAL

Rules, including architectural guidelines, must be adopted by the Board by resolution and published. Rules may apply to common areas and lots as permitted by the Association's Declaration, except where the adoption of rules is expressly reserved to the members by the Association's Declaration (Virginia Property Owners' Act 55-513). Approved Rules must be distributed to the Membership with such reasonable time prior to enforcement to allow the membership to make accommodations to comply, if necessary.

AWNINGS and UMBRELLAS and TENTS

Awnings are covered in the Architectural Guidelines but, tents and other temporary or removable structures may only be erected with the prior written permission of the Architectural Review Committee (ARC). Awnings should be retracted when not in routine use. Deck/patio table umbrellas should be retracted when not in routine use, or stored when not in seasonal use. If awnings are removed for seasonal storage, then the frames shall be removed, or for folding awnings, must be secured against the unit's exterior wall. Awning material must be maintained free of tears, frayed edges, and unsightly patches, as determined by inspection the Architectural Review Committee (ARC) and/or Board. Private permanent structures (aside from approved decks or patios) are not authorized anywhere at Aspen Hill. Temporary and all removable structures and tents may be erected for no more than fourteen (14) consecutive days. No structure or tents erected on an elevated deck may have side panels because such panels infringe on neighbors' view.

BASKETBALL backboards attached to any portion of a house or garages are not permitted because noise will carry through to your neighbor's structure and will become a nuisance.

BOARD OFFICERS

The Bylaws (Article VIII Section 1) identifies the office of the President and Vice President as members of the Board. Other officers are identified that need not be members of the voting Board, but rather, appointed officers by the Board.

- 1) If there is a three (3) member Board, then both the Secretary and Treasurer cannot be members of the Board. The Bylaws also prohibit any officer from holding any two offices of president, vice president, secretary, or treasurer. However, any of these officers may simultaneously hold the office of any special officer created by the Board (example, Grounds Officer if there such a position were to be created). Special officers may also be appointed, but only the members of the Board of Directors may vote as Board members.

- 2) All documents or items created or obtained by the Board regarding Association business are Association property in that the documents or items exist to further Association business. Departing or resigning Board members and officers are required to turn over all Association property and documents to the management agent upon leaving office. The management agent is tasked to maintain the master Association files. Board documents are to be turned over to the management agent from time to time for corporate historical purposes. Documents or items obtained at private expense are not Association property.

COMMITTEES

Committees are groups (usually 3) of Members not on the Board who are chartered by the Board and appointed to complete specified tasks. The purpose of a committee is to provide assistance to Board for those tasks assigned. Board members are free to augment committees. No committee should be made up of Board members exclusively because that arrangement does not provide assistance to the Board. The following applies to all committees:

- 1) No committee is required within the Association. All committees are chartered for the purpose of assisting the Board with assigned tasks that the Board is otherwise responsible to execute. All committee members serve as the pleasure of the Board and may be removed from their position by the Board for any reason or no reason.
- 2) It is required that the management agent and all Board members be given at least three (3) days notice by email, phone call, or in person prior to a committee meeting.
- 3) All Committees are required to provide a verbal or written status report at all regularly scheduled (monthly) Board meetings. If any such report or other materials are incomplete on the date of a regularly scheduled Board meeting, then all available parts/drafts of that report or other materials will be delivered to the Board before any regular meeting is called to order.
- 4) Committee meetings must comply with the same Virginia laws, rules, and notice requirements as applies to the Board. Any issue before a Committee that satisfies the state law requirements for discussion in executive session must be forwarded to the Board for resolution. Committees are not allowed to conduct business in executive session.
- 5) All documents or materials things created or obtained by committees regarding Association/committee business are Association property in that the documents or things exist in order to further Association business. All committee members will turn over all Association property to the Board at each annual meeting of the Members in October, or as otherwise required by the Board at any time. Committee documents are to be turned over to the management agent from time to time for corporate historical purposes.
- 6) Committee member appointments are made at the discretion of the Board and remain in effect until changed by the Board or upon the annual termination of all committee appointments at the commencement of each annual meeting of the Members in October. Any committee member can resign at any time.
- 7) Each new Board that is seated at the adjournment of the October annual meeting of the Members is responsible for the selection and appointment of Committee members that the Board determines are necessary to assist with the administration of the Association. The selected committee members shall be appointed in an open session of the Board meeting. It is intended that when possible, committee membership should be rotated to new volunteers, if available and satisfactory to the Board, to ensure that all Members of the Association are provided an equal opportunity to participate in Association affairs. It is anticipated that outgoing committee members will provide a verbal or written guidance to new committee members, and will provide the new Officers and committee members with all Association property in their possession and any other material related with their committee duties.
- 8) Committee chairpersons/heads are appointed by the Board.

9) Committee members are to comply with appropriate committee charters.

10) Each committee must have a clearly defined purpose, goals, responsibilities, and procedures in order to execute their assigned tasks. Therefore, each committee chairperson is tasked with ensuring that their charter is up to date and supportive of their tasks. New or update proposals to committee charters are to be submitted to the Board. The Board may create, amend, or eliminate any of its committees or their charters at any time.

COMPLIANCE

All Owners and occupants/residents shall abide by the Association's Declaration, Bylaws, and the Community Rules adopted by the Association's Board of Directors (hereinafter collectively referred to as the "Association's Governing Documents"). See Declaration Article V, Section for additional information.

DOCUMENTS - PRIVATE

(Virginia Property Owners' Act 55-510B) All members in good standing are allowed to examine and copy Association books and records at their own expense so long as the request is for a proper purpose related to the owner's membership in the Association. Association records may be withheld from inspection and copying if they concern; personnel matters, contracts currently under negotiation, items involving litigation, matters before a government tribunal for enforcement of Association rules, communications with legal counsel, information whose disclosure would violate law, Board of directors executive session information, and individual member files other than the member's own lot file.

DOCUMENTS - ASSOCIATION

Members of the Board, Officers, and committee members may create, obtain, and accumulate relevant Association documents for the purposes of executing their assigned tasks on behalf of the Association, but such documents and materials are, and shall remain, the property of the Association. All documents or materials held by any Board, Officer, or committee member for the original purpose of executing a task assigned on behalf of the Association as a Director, Officer, or committee member must be returned promptly to the Board or Management Agent upon leaving office.

DRYING

Deck rails may not be used to hang or support any items to dry. Deck rails are not to be used as clothes lines. Clotheslines are prohibited.

DUMPING OF HAZARDOUS MATERIALS

The dumping, disposal or leak of oil, grease, or any other chemical residual substance, or any substance or particles from holding tanks of any vehicles, is not permitted on the Association Property, and is regulated by applicable Fairfax County, State and Federal laws.

ELECTRONIC INSECT TRAPS

The installation of electronic insect traps does not require the approval of the Board or ARC. Any such traps will be regulated based on the same criteria as for exterior lighting, and may only be operated when the immediate area is occupied by the Member or their guests.

ENFORCEMENT

The Association's Governing Documents specify that the Board and ARC are empowered to ensure that all lots within the Association are maintained in accordance with the Association's Governing Documents. Pursuant to Section 55-513 of the Virginia Property Owners Association Act, the following enforcement procedures have been adopted by the Board of Directors for all violations except those involving the parking of vehicles within Aspen Hill:

- 1) All violations will be confirmed by a site visit by the Management Agent or any Board member.
- 2) If confirmed, a written notice will be sent by the management agent giving the homeowner fifteen (15) days to correct the violation, except for guest parking violations. See Appendix A for parking regulations. Board members will receive copies at the same time as the addressed resident.

- 3) If the violation is not resolved within fifteen (15) calendar days after the first written notice, a second notice will be sent by certified mail. This second written notice shall:
 - a. Inform the homeowner of their right to a hearing before the Board of Directors concerning the violation.
 - b. Include a statement that monetary charges may be imposed if the violation is not corrected;
 - c. Inform the homeowner of their right to have counsel present at any hearing.
 - d. If the homeowner requests a hearing before the Board of Directors by or before the deadline set forth in the certified letter, the homeowner shall be provided with written notice of the date, time and place of the hearing at least fourteen (14) calendar days prior to the hearing date.
- 4) If at a hearing convened by the Board of Directors, the Board votes to impose monetary charges against the homeowner found to be in violation of the Association's governing documents, the homeowner shall be provided with written notice of the Board's decision within seven (7) calendar days following the date of the hearing. All such notices shall be sent by hand delivery or by certified mail to the homeowner's lot address, or to the homeowner's address of record, if provided to the Association.
- 5) Monetary charges in the amount of \$10.00 per day may be assessed for each violation of a continuing nature for ninety (90) calendar days or such longer time as permitted by law. Monetary charges in the amount of \$50.00 may be assessed for all other non-continuing violations.
- 6) If the violation cannot be resolved in the above manner, the Board of Directors may consider legal action or the use of the self help remedies set forth in Declaration Article VI, Section 2, which the grants the Association the authority to enter an owner's lot after reasonable notification, to correct drainage and to repair, maintain, restore, the lot or exterior of the building, or to terminate a nuisance. All costs related to such repair or restoration shall be the owner's responsibility, and if unpaid shall become a lien upon such lot.
- 7) In the event that a violation poses a threat to the health or safety of the residents (such as trash or lawn maintenance violation), the Board of Directors has the authority to take immediate action to initiate legal or other enforcement action against the homeowner or resident(s) in violation of these the Association's governing documents. If any notice of citation is issued by the Board in accordance with these Guidelines, said notice shall notify the homeowner of the violation and the monetary charges imposed for the violation. The notice shall also advise the homeowner or resident that they may submit a written request for a hearing on or before the hearing confirmation date set forth in the letter to contest the violation and the monetary charges assessed for the violation. Any such notice of violation shall be delivered to the homeowner or resident via certified mail, return receipt requested.
- 8) Failure of the Association to enforce any provision of any Declaration, Bylaw, Rule, or Regulation shall in no event be deemed a waiver of the right to do so thereafter (Declaration Article VII, Section 1).

EXECUTIVE SESSION

- 1) (Virginia Property Owners' Act 55-510.1.C.) The following matters are permitted to be discussed in executive session by the Board of Directors under Virginia law:
 - a. personnel matters
 - b. consultations with legal counsel

- c. discussions and other considerations of contracts
 - d. pending or probable litigation and matters involving violations of the Declaration, Bylaws, or Rules and Regulations
 - e. discussions or other considerations of the personal liability of members to the Association
- 2) A Board member must state the specific purpose of an executive session to make a motion to go into an executive session. The motion and vote must carry. The minutes must record the purpose of the executive session, but not the contents of any discussion made during executive session. Motions and votes cannot legally be made during executive sessions. The Board must come out of executive session and invite all attending Members/witnesses back into the meeting before making any motions, votes, or moving on to other agenda items, including adjournment. Approval of decisions reached during executive session must be made in open session, but the subject or content may be described "as discussed in agenda item "#" of the executive session."
- 3) Details of any motion or approved resolution that were discussed during an executive session must be recorded for documentation purposes, but must be maintained by the Association's legal counsel.

EXTERIOR APPEARANCE

Residents are responsible for maintaining the exterior of their dwellings and any other structures on their lots, such as decks, fences, and play equipment (Declaration Article VI, Section 1). These rules are intended for safety and beauty of Aspen Hill. The following represent some, but not all, of the conditions that the Association considers a violation of the minimum maintenance standards:

- Peeling, faded or mildewed paint or siding.
- Broken or missing siding, shutters, doors, or masonry.
- Guttering in need of repair, replacement, or clearing.
- Fences in need of repair or replacement of broken or missing parts, correction of leaning fencing, or stabilization of fences that can be moved with minimal effort.
- Decks or fencing in need of repair or re-staining.
- Cracked, broken, or missing windows.
- Missing roof shingles or other signs that a roof is in need of repair.
- Roof vents or antennas that leaning or otherwise are in need of repair.
- Failure to routinely trim, irrigate or otherwise maintain any vegetation planted in the front or rear yard of any lot.
- Potholes or notable trip hazards involving concrete on any lot.

EXTERIOR CLOTHES DRYING

Clothes lines are not permitted. Clothes drying apparatus are not permitted on elevated decks. One exterior drying apparatus is allowed at ground level at the rear of a unit so long as it is placed immediately adjacent to the building, and only one such apparatus is permitted per lot. These should be behind fences with or minimal visual impact on adjacent lots or common areas.

EXTERIOR DECORATIVE OBJECTS

An application for approval must be submitted to and reviewed by the Board or ARC prior to the installation or erection of any oversized exterior decorative objects, exceeding 36 inches in height and 36 inches in either width or depth, including natural and man-made objects. Smaller exterior objects do not require a prior

application for approval to be submitted to the Board or ARC. Signs are not considered exterior decorative objects and the Declaration regulations governing signs shall apply to all signs erected within the Association. Oversized decorative objects will be considered based on their size, color, scale, and their visual impact of adjoining lots. Oversized decorative objects include, but are not limited to, such items as sculptures, fountains, driftwood, free standing poles of any type, and any other items satisfying the dimensions set forth above that are attached to approved structures.

Holiday decorations are generally exempt from this requirement, but shall not be displayed more than 45 days before or 15 days after the holiday has occurred.

EXTERIOR MODIFICATION APPLICATION

Declaration Article IX, Section 1 (Declarations of Covenants, Conditions and Restrictions) requires that exterior modifications be approved by the Board of Directors. The Board of Directors reserves the right to delegate its authority to review applications for exterior modifications to an Architectural Review Committee appointed by the Board. Any Member seeking to alter the exterior appearance of their lot must do so in accordance with the Association's Governing Documents, which include these Rules and Regulations. Unless expressly excluded in these Rules and Regulations, any exterior modification to a unit, fence, driveway, or deck will require an application for approval to be submitted to the Board of Directors or ARC. In reviewing any application for approval of an exterior alteration the Board or ARC shall adhere to the following procedures:

- 1) A copy of all applications that have received an ARC and/or Board vote will include a statement with the reason that the application was denied, approved, or conditionally approved. Any owner may appeal the denial of an application by the ARC to the Board in accordance with the procedures outlined below. A copy of all application results will be provided to the Board at the next regularly scheduled (monthly) Board meeting.
- 2) The ARC or the Board has 45 days (Declaration Article IX, Section 2 (b)) from the date that an application is received to approve, deny, or conditionally approve any application.
- 3) All approvals, denials or conditional approvals of any application will be issued in writing by the ARC or Board. The Association will not issue any oral approvals or denials of any application.
- 4) The 45 day review period will commence on the date the Association's management agent receives an application. All applications must include all of the necessary, plats, plans and other supporting documentation. Applications must be sent via certified mail, return receipt requested to: Northern Virginia Management, 4306 Evergreen Lane, Annandale, VA 22003.
- 5) Incomplete documentation may or may not result in disapproval, but it will not interfere with the 45 day period of review. It is incumbent upon the ARC or Board to contact the applicant in a timely manner in order to acquire all/additional documentation if the provided information is insufficient or missing. Applications may be submitted with open ended selections of color or style if no particular color or style is preferred. If opened ended selections are offered to the ARC or Board, then the ARC or Board will choose a color or style, or range of colors or styles from which the applicant may choose.
- 6) It is incumbent upon the ARC or Board to notify each applicant of the meeting (date, time, place) where their application will be considered. In all cases, it is best if the applicant attends the ARC or Board meeting where their application case will be considered.
- 7) If a written notice that an application has been approved, denied, or conditionally approved is not received back by the applicant within 45 days of the date that the application was certified as received, then the application will be deemed approved as submitted.
- 8) To initiate the appeal procedure the applicants or other affected residents must submit a written request for an appeal to the management agent referenced above within ten (10) days of the notice of decision issued by the ARC or Board. If a decision is rendered by the ARC, the Board may initiate

an appeal of an ARC decision within ten (10) days of the date of the notice of decision issued by the ARC. The Board shall review the appeal and may, in its discretion, decide to modify or reverse any ruling or decision of the ARC. The Board shall issue its ruling on the appeal within forty-five (45) days of the date of the written notice of appeal. Homeowners are urged to not begin any construction until the ten day appeal period has expired. If an owner begins construction of an alteration immediately following receipt of written approval by the ARC, the owner will be solely responsible for all costs to remove the alteration if the Board, on appeal, modifies, reverses, or revokes the approval granted by the ARC.

- 9) All applications for exterior modifications require the signature of all affected neighbors in order to document "awareness" of a proposed change. Neighbor signatures on applications are not concurrence on the proposal, but neighbors may annotate their position on any such application when presented. Failure on the part of an affected neighbor to sign notifications of the application does not provide grounds for disapproving any application. It is incumbent upon neighbors adjacent to any unit owner that requests an exterior modification to maintain awareness of ARC or Board meetings that will consider any application that concerns them, and to speak up at the appointed time. Notice of the outcome of an ARC or Board decision are not required to be provided to adjacent owners, and it is normally not provided.

GARAGES

Garages may not be converted to living spaces (Declaration Article V, section 5). Garage doors should be closed when access is not needed. Using a garage as a pet confinement area is not permitted. Garages are intended to be used for the purpose of sheltering vehicles.

GRANDFATHERING

The Declaration and Bylaws have always existed for Aspen Hill and no grandfather privileges are allowed for violations of the Association's Declaration or Bylaws. Moreover, since there has always been a Board or ARC to approve applications for exterior modifications, no unapproved alterations will be grandfathered from enforcement unless such alterations are permitted to exist without the prior approval of the Association as expressly set forth in these Rules and Regulations, or any amendments to these Rules and Regulations. Alterations deemed approved under a prior version of the Association's Rules or Regulations that later require an application for approval will be deemed approved if the alteration was erected before any revised Rules and Regulations take effect. However, any replacement or repair of an unapproved alteration that did not previously require an application for approval under a prior version of the Rules and Regulations, will require the approval of the Board or ARC to ensure that the alteration is brought into compliance with the then current version of the Rules and Regulations.

LIGHTS

Exterior lights may be lit at the owner's discretion. However, it is requested that rear lights be used at night only where needed and only when the area lit is occupied to limit the interference with neighboring lots.

LITTER

- 1) Each Member is responsible for keeping their trash secured in containers designed for such storage. At no time are the Association's common areas to be used as a dumping ground for any debris. The Association reserves the right to hold owners responsible for any costs incurred to remove any debris placed in the common areas by a particular owner or their guests and invitees. Yard waste may be disposed of in the regular trash and is expressly prohibited from dumping on any common element.
- 2) Voluntary action on the part of residents to stop litter at the source improves property values, safety, and helps keep assessments in check.
- 3) If a Member witnesses anyone dumping any items anywhere on the common areas, they may notify the management agent or Board of the event and items dumped, and the Board will determine whether further enforcement or assessment of the costs of removal of such items is warranted.

LOT MAINTENANCE

- 1) Mowing - Turf areas should be mowed to maintain an average height of approximately 4 inches.
- 2) Planting Beds – Gardens and planting beds must be kept in a neat and orderly manner; free of significant weeds and debris. Border material to keep plant bedding contained is recommended.
- 3) Tree Maintenance – Trees should be kept pruned so that dead or dangerous limbs do not cause damage to property or injury to persons.
- 4) Lawn Watering - Water is recommended during extended dry periods, typically once a week if there has been no significant rainfall. For trees, water, flowing from a hose at a slow to medium rate, should be applied to a tree mulch ring for about 30 minutes at a time, about once per week. This should wet the soil to a depth of between 4" and 6".
- 5) Lawn and Garden Fertilization - Soil should be tested before fertilizer is added, especially in areas where drainage will flow into waterways and ponds. Special care should be taken not to over-fertilize or to fertilize lawns and gardens when there is a chance of run-off. Soil test kits are typically available free of charge from the County libraries or County Extension office.
- 6) Pesticides and Herbicides - Pesticides and herbicides may be applied according to label instructions for a specified problem. Emphasis should be placed on organic/biodegradable materials in order to ensure the least harm to the natural environment. Care in application is extremely important near neighborhood play areas and tot lots and near adjacent residences.

MEETINGS

Association Board and committee meeting announcements shall indicate the date, time, and place of the meeting. Meeting announcements shall be published where it is reasonably calculated to be available to a majority of the lot owners (Virginia Property Owners' Association Act 55-510.1.B). Aspen Hill meeting announcements will be posted at Association bulletin boards or other publicly displayed literature rack on the side of each mail box unit and on a community website when developed and implemented. Regular meetings are to be announced at least three (3) days prior to a meeting; however, the Board reserves the right to convene such emergency meetings as necessary. Notices of any such meeting shall be posted at the Association's bulletin boards prior to or at the time that the meeting is scheduled to commence. All Board and committee meetings (except Board executive sessions) are open to all Members, and a copy of the agenda and all public meeting materials for all Association meetings is to be made available to attendees at the same time they are available to the meeting participants.

NOISE - QUIET HOURS

Quiet hours are established between 11 pm and dawn. Exterior noise should be no louder than a quiet conversation during these times. Wind chimes may be hung when attended by a resident. Though pleasant in the short term, these can become a nuisance to neighbors trying to sleep during warm months when windows may be open.

PARKING

Appendix A: Community Parking and Vehicular Operation Regulations

PETS AND DOG HOUSES

- 1) There is a Fairfax ordinance that pet owners are required to clean up after their pets. Members are expected to clean up feces and other pet waste and to dispose of such waste in a sanitary manner in accordance with County law. Residents may report violations to the management agent or Fairfax authorities.
- 2) All pets must be on a leash at all times when off the Member's property (Declaration Article V, Section 8).
- 3) Dogs and other pets must be kept quiet so as not to create a nuisance for adjoining lot owners.

- 4) The use of doghouses is discouraged, but Members seeking to erect a doghouse must submit an application for approval to the Board or ARC. All doghouses must be located adjacent to the Member's town house. Dog houses should complement the existing home in color and should not exceed 12 square feet or be higher than 4 feet above ground level. Dog house areas are to be kept free of animal waste and debris. Dog runs are prohibited.

RECREATION AND PLAY EQUIPMENT

Careful thought should be given to location and kinds of play equipment to be installed on any lot. The use of natural color tones to blend with the natural surroundings is encouraged. Play equipment, including but not limited to play houses, swings, climbing equipment, etc., must be placed in rear yards in such a location where it has a minimal impact on adjoining lots and do not require an approved exterior modification application. No recreational or play equipment is permitted to be placed on the Association's common areas.

SIGNS (Declaration Article V, Section 3)

No sign or any kind shall be displayed to the public view on any portion of the property, except the entrance sign and one sign for each lot, of not more than 18" by 24" and no higher than 3 feet from the ground advertising the lot for sale or rent, and one security system sign per lot.

SNOW REMOVAL

- 1) Residents are required to clear snow from their driveways and front steps. Ice should be cleared as quickly and completely as is possible. The use of sand or salt is at the residents' discretion. Owners are also responsible for the removal of snow that is displaced on to their driveways as a result of any plowing of the Association's streets.
- 2) Residents are required to clear snow from the sidewalks in front of their town homes.

MOTOARIZED VEHICLES

Motorized vehicles, other than Association owned or contracted vehicles, are not permitted on the trails and common areas within the community.

REPAIRS

Repairs or maintenance to vehicles, or painting of vehicles, is not permitted anywhere outdoors on the Association Property. Repairs may take place on vehicles if the vehicle and all repair work is done inside the owner's garage.

SOLAR DEVICES

Virginia Law was changed to mandate the allowance of solar electric panels, hot water heating, skylights, and other energy saving devices on the roofs of buildings. These devices are now encouraged, and residents may install them as deemed optimum for their purpose.

STORM DOORS

Storm doors must remain closed except when moving through them, and must be maintained in a good state or repair. Because storm doors open outwards, broken doors or doors left hanging open degrade the ambiance of the community and must be repaired or replaced as soon as practicable.

STORAGE CONTAINERS

Any storage container, such as those commonly known as "PODS", must be located in its entirety within the driveway for a lot. Storage containers maintained on a driveway for more than a ten days in any calendar year require the prior written approval of the Board of Directors. Any storage containers stored on the Association's common areas will be immediately towed at the responsible owner's sole risk and expense.

SWIMMING POOLS

The lots at Aspen Hill are not of an appropriate size to accommodate a swimming pool, therefore swimming pools are not permitted. Temporary summer wading pools which should not exceed six (6) feet in diameter and/or one (1) foot in depth do not require an approved exterior modification application, but must be removed from adjacent lot or common area view when not in regular use.

TEMPORARY PLAY EQUIPMENT

Temporary, moveable plastic play houses, sliding boards, sand boxes, etc., do not require the prior application for approval to be submitted to the Board or ARC; however, any such equipment must be used only in the rear yard at ground level and must be stored out of common area or adjacent lot view when not in use.

TRASH/RECYCLING CONTAINERS

Trash cans and recycling containers should be stored out of view except on scheduled pickup days. Containers should be placed at curbside no sooner than the noon the day before scheduled pick up. Emptied containers should be removed from view as soon as possible after pick up. For health reasons, at no time will the Association demand that any trash container be stored inside a residence that is emitting a noxious odor, but it is intended that garbage cans be stored inside the garages.

UNDER DECK STORAGE

Raised decks include an under deck area which has a visual impact on neighbors. Storage must be maintained so as to present a neat and uncluttered appearance. Lattice work or landscaping may be required to hide objectionable views. See ARC Guidelines.

WIND CHIMES

Though pleasant, these can become a nuisance; therefore these are permitted only during times when the owners are in the immediate vicinity. See "Enforcement" and "Noise" above or (Declaration Article VII, Section 1).

YARD DEBRIS

All grass clippings, bushes, branches and similar yard debris may not be dumped on common grounds or on the park grounds near the creek. Yard debris is to be disposed of in the regular trash.

Appendix A: Community Parking and Vehicular Operation Regulations

UNAPPROVED VEHICLES

Residents may not park the following vehicles anywhere on Association Property unless the vehicle is stored entirely within the owner's garage out of street view:

- 1) Recreational Vehicles. Any motor home, self-contained camper, mobile home, boat, all-terrain vehicle, dune buggy, trailer, boat trailer, pop-up camper/tent trailer, horse trailer, any trailer or semi trailer used for transporting wave runners, jet skis, motorcycles, or all-terrain vehicles, whether or not such trailer or semi trailer is attached to another vehicle, and any other type of vehicle primarily designed for recreational use, as opposed to conventional passenger use.
- 2) Inoperative Vehicles. Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle or any vehicle which is partially or totally disassembled as a result of the removal of tires, wheels, engine, or other essential parts required for legal operation of a vehicle.
- 3) Abandoned Vehicles. Any vehicle left unmoved in a visitor parking space for more than two (2) consecutive days. In cases where a violation is committed, a notice will be placed on the vehicle, and if no response is received within the time frame set forth in the notice, the vehicle may be towed without further notice at the sole risk and expense of the vehicle owner.
- 4) Equipment and Machinery. Any storage container, agricultural, industrial, construction or similar machinery or equipment.
- 5) Commercial Vehicles. Any commercial vehicle, including the following:
 - a) any vehicle in which the driver is ordinarily hired for transport, including, but not limited to, taxis, limousines, or buses; or
 - b) any vehicle with uncovered exterior logos, signs, letters, numbers, advertising, or irregular and distinct coloring which creates the appearance of a commercial vehicle; or
 - c) any unmarked vehicle with commercial paraphernalia or equipment attached, strapped, or affixed to the exterior of the vehicle, including, but not limited to, storage containers, racks, ladders, or pipes; or
 - d) any unmarked vehicle with an excessive amount of commercial equipment or supplies within the interior of the vehicle which is in obvious plain view from another parking space or from the sidewalk, including, but not limited to, pesticide, paint buckets, propane, tanks, cabling, uncovered or unsecured tools or other supplies; or
 - e) any unmarked vehicle, which because of its irregular height, length, shape, or weight, is not a conventional passenger car and is more suited for a commercial purpose; or
 - f) any van designed for the transport of furniture, goods, equipment, animals or scheduled transportation.
 - g) The strict prohibition against commercial vehicles shall not apply if the resident covers the commercial vehicle (or that portion of the vehicle which has commercial vehicle characteristics) at all times while parked within the community and the vehicle is then indistinguishable from a conventional passenger vehicle under cover; however, those commercial vehicles, which because of their irregular height, length, shape, weight, or exterior attachments, cannot be made to look indistinguishable from a conventional passenger vehicle under cover shall still be prohibited, regardless of whether the vehicle is covered.
 - h) Police cars or other cars which are owned by or contain the logo of a County emergency service provider shall be considered a commercial vehicle under this definition.

- i) Covered vehicles of any type are not permitted to park on the common areas or in owners' driveways at any time.

VISITOR PARKING

Each lot has 2 parking spaces within each garage and 2 parking spaces on the Owners' driveway. It is anticipated that these 4 parking spaces should be sufficient for all homeowner's parking needs. Consequently, all common area parking spaces are hereby designated as visitor parking spaces. For the purposes of these rules, visitor parking shall be defined as follows

- a) Visitor parking spaces may only be used for up to 16 consecutive hours in any twenty-four hour period for any vehicle.
- b) Visitor parking spaces may not be used by any vehicle for more than 48 hours in any seven (7) day period.
- c) Any vehicle parked for 48 hours or more in any visitor parking space shall be deemed and abandoned vehicle and is subject to being cited as being in violation of this policy. If the violation is not resolved within the time frame set forth in the citation notice, the vehicle will be subject to being towed at the vehicle owner's sole risk and expense.
- d) Extended stay permits may be obtained from Board of Directors or its designated agent for non-resident, visitor vehicles parked in visitor parking areas for more than forty eight hours provided that the extended stay permit is placed in the vehicle in a location where the approved dates for the permit are readily visible from outside the vehicle. Extended stay permits will only be issued for operable, duly licensed vehicles of non-residents.
- e) Residents are responsible for advising their retained contractors and guests of the Association's visitor parking rules to avoid having their guest or contractor's vehicles towed at the vehicle owner's sole risk and expense.
- f) Guests and contractors must abide by all vehicle and parking regulations adopted by the Board.

USE OF COMMON AREA PARKING:

- 1) The parking of any vehicle, including motorcycles, on any sidewalk, non-paved area on an individual lot, or common grounds of the community is prohibited.
- 2) No vehicle may be parked in a manner that it extends into the street beyond the ends of the parking lines or crosses over the parking lines into the adjacent parking spaces.
- 3) No vehicle may be parked perpendicular to or crossing the marked parking spaces.
- 4) Fire Lanes and No Parking Zones. There will be no parking in fire lanes or no-parking zones marked with a painted yellow curb, sign or both. Parking will not be permitted in any manner which impedes the normal flow of traffic, blocks any mailbox, or prevents ingress and egress of any other vehicle to adjacent parking spaces or the open roadway.
- 5) Turn Around Area: The space in front of the lower mail boxes at the end of Aspen Hill Ct. are not designated as parking spaces because the area is needed as a vehicle turn-around. There is to be no parking of any kind by any vehicle at any time in this area. Standing is permitted while residents collect mail.
- 6) Owner's Responsibilities. All Owners must ensure that their family members, tenants, guests, and/or contractors comply with these rules and regulations.

- a) Residents must have a proper state issued operating license in order to operate a motorized vehicle on Association Property.
- b) Residents must register the license plate numbers of their vehicles with the management agent to avoid confusion with guest vehicles on the property.
- c) If a vehicle's security system interferes with the right of quiet enjoyment of the community for more than fifteen (15) uninterrupted minutes, that vehicle is subject to the Association's towing policy.

PARKING ENFORCEMENT/TOWING POLICY

- 1) Vehicle Removal. The Board of Directors and its designated agents shall have the authority to have any vehicle not in compliance with the provisions of these Community Rules removed from the Association property. The Association will contract with a towing company to provide towing services and compliance monitoring and vehicle logging. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's owner.
- 2) Violations Subject to Immediate Towing. Any vehicle (a) parked within fifteen (15) feet of a fire hydrant or in a designated fire lane, (b) occupying more than one (1) parking space, (c) extending beyond the parking lines, (d) crossing or parked perpendicular to the marked parking space or on a grassy area or sidewalk, (e) impeding access to sidewalk ramps or mailboxes or protrudes into the street from a driveway, (f) constituting a safety hazard, (g) that is parked in violation of the visitor parking rules (i) whose security system has been triggered and allowed to continue unattended for more than fifteen (15) minutes, (j) any commercial vehicle in any visitor space in violation of the visitor parking rules, (k) vehicles, other than official government vehicles, parked in any parking area on the common grounds or parked illegally, and whose occupants upon arrival all walk to the Fairfax park area as their destination may be deemed to be trespassers and shall be subject to immediate removal without notification to the owner of the vehicle.
- 3) Citation Notices. In the case of all other situations not addressed in the sections above, the Board or its designated representative shall post a citation notice on any vehicle not in compliance with the rules and regulations of the Association. No other form of notice is required. If the owner of the vehicle does not bring the vehicle into compliance within the time frame set forth in the notice, the vehicle will be subject to removal by towing.

Any requests from Residents or Owners for enforcement of this parking policy by the Association against any violating vehicle must be directed to the management agent in writing, email, or by telephone.

The Board also reserves the right to impose monetary charges as a sanction for violations of this parking policy. Before any such charge may be imposed, the Board shall provide the Owner with notice of the violation and an opportunity to request a hearing before the Board of Directors. The Board may impose a monetary charge of up to \$50 for a single offense or \$10 per day for an offense of a continuing nature, for up to ninety (90) days. Any monetary charges so imposed may be secured by a lien against the Owner's title in accordance with the provisions of Virginia Code Section 55-516.

Liability. The Association assumes no responsibility for the provision of any security service to protect vehicles parked in the parking areas, and it disclaims responsibility for any damage to any vehicle parked or operated on any lot or the common areas within the Association common areas. The Association assumes no responsibility or liability for any vehicle towed from the association common areas.

Speed Limit

Virginia's speed limit in the community shall be set at 25 MPH.

**ASPEN HILL HOMEOWNERS'
ASSOCIATION**

ARCHITECTURAL GUIDELINES

Final September 2004

PURPOSE

The purpose of these architectural guidelines is to provide Aspen Hill Homeowners' Association Members with guidance regarding appropriate modifications to exterior design and presentations. These guidelines include:

- Introduction
- Architectural Committee
- Exterior Modification Application - Review Criteria
- Application
- Review Procedures
- Common Element Proposals
- Architectural Guidelines
- Exterior modifications that do not require an application
- Exterior modifications that require, or may require, an application
- Application Form

INTRODUCTION

This is a living document. Your Board believes it important to establish an initial set of architectural guidelines to ensure that these issues are handled in a fair and forthright manner. Constructive recommendations for improvements to any part of these guidelines should be provided in an electronic format (preferably in 'Word') to any Board member or the management agent to ease its consideration into future revisions.

ARCHITECTURAL COMMITTEE

A group of volunteers appointed each year by our Board. Usually having 3 members. This function must occur with or without volunteers for this committee. Meaning that Board members may fill in as necessary.

Their assigned task is to maintain the quality and design of Aspen Hill. The intent of community guidelines is to ensure that all Members know in advance what exterior design items are and are not allowable, and to what degree in many cases. These guidelines will be applied to all exterior items and exterior modification applications. All modifications are to be implemented in a manner that will allow for individual expression while maintaining a degree of consistency throughout our community. The overall intent is to protect and enhance the esthetics and value of our community.

Committee meetings are scheduled in advance, announced, open to all Members, and are usually held once a month, or as needed. The committee may meet ad hoc as situations may require. Each committee must report its summary of actions and status at each scheduled Board meeting to ensure all Members have the opportunity to be informed.

EXTERIOR MODIFICATION APPLICATION - REVIEW CRITERIA

The Architectural Committee evaluates each application based on judgments of acceptable design in compliance with criteria outlined herein.

Validity of Concept -- The basic idea regarding the design of any exterior modification must be sound and appropriate to its surroundings.

Design Compatibility -- The proposed improvements must be compatible with the architectural characteristics of the applicant's town house and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, use of like or similar building materials, color, and construction details where applicable.

Location and Impact on Neighbors -- Proposed exterior modifications should relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are access, view, and drainage.

Scale -- The size (in three dimensions) of the proposed modification should relate well to its surroundings.

Color -- Color may be used to soften or intensify visual impact, but must not present a view that detracts from property values.

Materials -- Continuity is established by use of the same or compatible materials as were used in the original construction.

Workmanship -- The quality of work should be equal to, or better than, that of the existing Aspen Hill structures. The Association reserves the right to mandate corrections or improvements to work deemed as shoddy as a condition of being granted approval to make the exterior modification.

Timing -- Projects, which remain uncompleted for long periods of time, are visually objectionable and can be a safety hazard. All applications must include an estimated completion date. If such time period is considered unreasonable, the Architectural Committee may disapprove the application. Typically, projects must be commenced within six (6) months and completed within twelve (12) months of an application's approval.

Liability -- Aspen Hill Homeowners' Association assumes no responsibility for the safety or structural validity of construction. It is the responsibility of each applicant to obtain a building permit where required and comply with county, state, and federal codes and regulations where required.

Records -- The Architectural Committee, unless passed to the management agent, must keep accurate records of all actions taken (Declaration Article IX, Section 2).

APPLICATION

Applications for exterior modifications must be submitted on the Aspen Hill Homeowners' Association form that is attached to this guide. The application form requires information that will assist the Architectural Committee in reviewing plans for your proposed modification. Specific information is detailed below:

Description - The application form requires a description of the alteration or improvement. This includes a listing of materials to be used; overall dimensions – height, length, width, height above ground level, etc.; colors of the existing house, trim and roof colors; and colors (or preferred colors) of the proposed alteration or improvement. Applications may describe a number of choices if a final choice has not been decided upon, or applications may allow the committees to define acceptable ranges of colors from which to choose. See Declaration Article IX, Section 1.

Site Plan/Plat - A site plan is a scaled drawing of the lot (plat) showing dimensions of the property, adjacent properties if applicable, and all existing improvements on the lot. If necessary to describe its proposed location, applicants may be required to draw the proposed improvement on the plat and provide it with the application. Plats are found in your copy of the Declaration.

Drawings/Photographs - Scaled drawings showing all dimensions and details of the proposed improvement or alteration may be required. Drawings should show the relation of the improvement or alteration to the existing home. Photographs, catalogue clippings or manufacturer's brochures are acceptable.

Signatures - The applicant is required to sign the application form. In addition, the signatures of adjoining or affected property owners are required on all applications. The signatures do not constitute approval or disapproval of the proposed project; rather they indicate that the adjoining property owners are simply aware that an alteration or improvement is contemplated. Neighbor's comments are requested but not required. Applications received without signatures will be processed but will likely not be approved. If a neighbor refuses to sign, then note this and the Architectural Committee may investigate the rationale.

Construction Schedule - Applications must contain the proposed construction schedule indicating both a commencement and completion date.

REVIEW PROCEDURES

Three (3) copies of any application should either be mailed or delivered to Aspen Hill Homeowners Association managing agent office at Legum & Norman, 4401 Ford Avenue, Suite 1200, Alexandria, VA 22302. Phone number: 703-848-4364, or hand delivered to a member of the Architectural Committee. If submitting it to the management agent, a dated receipt letter will be returned. If submitted to a committee member, ensure that the application is dated at time of delivery. This is important in tracking the 45-day approval window.

The person that officially received it will immediately forward each application to all members of the Architectural Committee for review. The Architectural Committee is tasked by our Board to personally contact applicants if any application prior to the committee meeting that will review it, if it is not complete or unclear. The intent of any such pre-meeting contact is to clarify the application.

The Architectural Committee is tasked to invite applicants to the committee meeting where their application will be reviewed. All Aspen Hill committee meetings are open for attendance by all Members, as required by the Virginia Home Owners' Association Act. If no invitation is received, then each applicant should inquire when and where the committee will meet to consider his or her application. Applicant attendance is important to ensure that no misunderstandings are allowed go unaddressed, by exchanging information as necessary, but attendance is not mandatory. Meetings are to be announced at least three (3) days prior to the meeting.

The committee will approve the application, modify the application to bring it into approval criteria with the applicant's knowledge and approve it, or disapprove the application. An Architectural Committee member will return applications that are acted on to the applicant as soon as possible. It is important to sign and date for the receipt of the application results.

If any application is not returned to the applicant with an approval or disapproval within 45 days, then in accordance with state law the application is deemed approved, as is. The state of Virginia does not allow for any further delay on an action for such applications, and our Board has tasked the Architectural Committee to help ensure the review process is as streamlined as possible. The Association cannot cause a delay beyond the 45 day limit, nor can any "re-start" be imposed for any reason.

The Architectural Committee will ensure that finalized copies of all applications are maintained with Association records. The Architectural Committee will also maintain a historical record/spreadsheet on the status of all applications for exterior modifications that are submitted.

APPEALS

If an applicant chooses to appeal the committee's decision, the applicant must submit his or her appeal to the Board of Directors within ten (10) days of receipt of the disapproved application. To initiate the appeal process, the applicant must submit the original application, the disapproval notification, and any additional information for consideration to the Board of Directors. The Board will act on the appeal at or before the next regularly scheduled Board meeting.

INSPECTION

One or more committee and/or Board members will inspect the approved modification during construction (if appropriate) and upon completion of the project to ensure compliance with the approved modification. Applicants are required to contact a committee member upon initiation and completion of the modification. Contact information will be provided to the applicant on the approved application.

COMMON ELEMENT PROPOSALS

There is no format for proposed improvements to the common elements. However, in general such proposals should (a) specify the improvement, (b) provide an estimated cost and a proposal on who is to cover the costs, (c) identify who will obtain, install, and maintain the improvement.

ARCHITECTURAL GUIDELINES

The Declaration provides that exterior modifications will be approved by the Board. There has always been a Board of Directors at Aspen Hill available to review requests. No exterior modification made without approval is due any grandfather clause. Members are to be advised that if any exterior modification has ever been made without going through the application requirement, that they may be cited for a violation of the Declaration.

Some exterior modifications are pre-approved for implementation at any time by virtue of approval provided within these guidelines. However, most exterior modifications will require an approved exterior modification application before starting a project or committing funds. Each application is reviewed on an individual basis. For example, a Member may wish to install a deck identical to one already approved next door, but approval for each individual deck is required prior to the start of construction. Maintenance or replacement of portions of a deck need not be applied for, because no change is inherently implied. However, if there are planned changes in the deck's design, then an application for the "design change" portion is required.

Your volunteer Architectural Committee works to improve these guidelines to assist our Board and all Members in our effort to develop exterior improvements that are in harmony with existing designs.

AIR CONDITIONERS

Air conditioning units extending from windows or protruding from the existing structure are prohibited because they are unsightly and normally produce inordinate noise that would be transmitted above rear deck levels. Additional exterior air conditioning units which are typically installed on a level pad on the ground within the rear fenced area, or the relocation of existing units within the rear fenced area, may be installed so long as they have minimal adverse audible impact on adjoining lots. These do not require an application.

ANTENNAS

Antennas and satellite dishes of a diameter of one meters or less are hereby permitted by our Board of Directors on the property; however they must be installed on the least obtrusive and least visible location on the lot. Roof installation is recommended. Dishes in excess of one meter in diameter are not permitted. To comply with the Federal Telecommunications Act of 1996, prior approval of the committee is not required for the installation of a satellite dish or antenna less than one meter in diameter. However, prior notice of such an installation or planned installation is required. Prior notice will allow the committee to assist the Member in selecting the best possible location for the equipment, while complying with the requirement for the least visible and least obtrusive location. More specifically:

Ground Mount: Can only be located on a rear lot location. Where side yard locations are necessary; all equipment should be installed near other utility equipment; or among shrubbery.

Roof Mount: This preferred location should be mounted on the rear of the roof, below any ridge or peak. If a front roof mount is necessary, all equipment should be installed to one side of the roof, rather than in the center.

Structure Mount: Should be located such that the equipment is adjacent to a vent or other structure on the home. If on a deck, the equipment should be installed in the center of the deck so as to not infringe on a neighbor on either side. Screening may be required.

AWNINGS

Awnings require an approved exterior modification application, and are not permitted on the front or side of any town home. Design guidance is provided below:

Style: A single (or a set of two) rectangular roof plane of material from the town home to support poles is the only style allowed. No "tent" or other styles are permitted that is designed to shed water in any direction other than directly away from the town home. Tassels or similar string fringe is not permitted.

Note: because all Aspen Hill town homes are either bumped in or out, 2 separate awnings may be needed to cover an area. Awnings covering only half the rear area are permitted as are awnings covering all the rear area.

Size: Awnings must be set back at least a foot inside a unit's lateral dimensions, that is, they cannot extend to the edge of the unit on either side. Awnings must also not extend beyond a line that is 2 feet inside of the unit's rear fence. These are the same restrictions placed on the size of elevated decks by Fairfax County.

Materials: There is no restriction on fabric type except that only fabric is permitted. Metal, vinyl, and other rigid awnings are not permitted.

Color: Colors must compliment the surroundings. Earth tones or colors matching the structure it is attached to are preferred, but are not limited to these selections. Traditional colors will normally receive favorable consideration.

Pattern: solid colors are recommended. Subtle patterns may be considered. Subtlety is key. No advertising will be permitted.

Retractability: All awnings must be retractable. Awning designs that are not retractable imply a degree of permanency that inherently goes against the intent to have awnings retracted, stored, or otherwise removed when not in routine use.

COMMON ELEMENTS

The Architectural Committee and the Board of Directors must approve changes to common elements. Your Association will generally welcome free offers of improvements to the common elements.

DECKS

Elevated decks may be designed to include bench seating areas, overhead trellises no larger than 3' deep by 8' tall for shade and hanging plants, low voltage lights, and planter areas. All decks must meet Fairfax County building codes and be inspected by Fairfax County Inspectors. Trelliswork must match the trim or dominant color of the Member's deck.

Location - Decks shall be located only in rear yards.

Size and Scale - Deck size should be with Fairfax code limits, which is set back 1 foot from the side and 2 feet from the rear property line.

Material and Color - Materials should have natural weathering qualities as do brick, wood and stone. Synthetic materials may include all colors available from the manufacturer. Staining is permitted, but no colored "paint" is to be applied to decks, rails, or supports.

Railing and Post Details – Deck railings may include decorative designs if they meet minimum Fairfax County building requirements. The maximum permissible railing height is 42".

Stairs - These are discouraged for security reasons and because there is simply not much room in most rear yard areas. However, if the use of stairs is desired, it is recommended (though not required) that they be interrupted with a landing for safety concerns. Stairs, as well as tread and riser dimensions must meet Fairfax County building codes.

It should be noted that all homes may not have a ledger board installed under the siding and a freestanding deck design may be required.

DECORATIONS

Decorations are temporary removable objects. No Association approval is required to temporarily decorate the front of units or property to celebrate holidays, personal events (such as welcome home from military conflict, a birth, a wedding, etc.), seasons, or to display the national flag or other appropriate recognized U.S. national symbols. Except for holidays, decorations are expected to be removed after 7 days. Holiday decorations also require no written approval but may be in place no more than 45 days prior to, or 15 days after, a holiday.

DOORS-EXTERIOR

Front doors on town homes should be of the style originally installed by the builder, but other options may be considered. The color of the front doors should be compatible with and complementary to the color of the applicant's home and on adjacent homes, but not necessarily the original color provided by the builder. Repainting a front door any of the colors already used at Aspen Hill does not require an approved application, but a "different" color does. Doors should match shutters if a unit has shutters. New hardware designs are allowed but may not be installed without an approved exterior modification application.

DOORS-STORM

Storm doors may be installed but require an approved exterior modification application. Storm doors are to match the color of the entrance door or the trim around the entrance door.

DRIVEWAYS

Driveways must remain the original size. Replacement driveway or sections may be installed without an approved exterior modification application if the replacement is the same as the original. New or resurfaced driveways may be of concrete, asphalt, or paver stones, but require an approved exterior modification application for any change in driveway design. Gravel driveways will not be permitted.

EXTERIOR LIGHTING

Exterior lighting (flood lighting, motion sensors, entrance lighting, etc.) changes require an approved exterior modification application and light shall not be directed outside the applicant's property. Light fixture designs should be compatible in style and scale with the original fixtures, but variations will be considered. Applications for exterior lighting should include wattage, height of light fixture above ground, a description of the light fixture, and its proposed location on the property. Landscape lighting located along a walkway or among shrubbery will be considered so long as it does not detract from or overwhelm the

overall lighting appearance of the home and property. Low level (near ground/foot level) and solar lights also require an application.

FENCES

Fences must be properly maintained and may be preserved with a clear stain or clear waterproofing agent. No paint shall be authorized. Original style, height, and location of fencing are to be maintained. No fencing is to be placed on common elements without Board approval.

FLAGPOLES

Permanent, in ground flagpoles are prohibited. Temporary flagpoles which do not exceed six feet in length and which are attached at an incline to the house do not require an approved exterior modification application. Displayed flags should not detract from the appearance of the community.

FLUES and VENTS

New flues, vents, and attic vents protruding through a roofline may be installed but require an approved exterior modification application, and should be painted to match the roof color or may retain their manufactured appearance if the surface is manufactured as weather resistant. New flues and vents must be located to the rear of, and below, the ridgepole.

GARAGE DOORS

Garage doors are to remain consistent with the original style and color.

GRAVEL OR SMALL STONES, other than paver blocks are not allowed as ground covering anywhere at Aspen Hill except the enclosed rear yard. Any stone can be thrown and has the potential to become a missile against any person or property, including the stone's owner. Loose stone is difficult to maintain, and most frequently is not maintained.

GREENHOUSE WINDOWS

The installation of pre-manufactured greenhouse style windows are be permitted without an approved exterior modification application so long as the frame material matches the existing windows on the house in color and composition. Such windows may only be installed on the rear of the town house. Custom made greenhouse windows require an approved exterior modification application.

GRILLS

Permanent grills or barbecue areas will be considered on a case-by-case basis, and may only be installed on the ground or ground level patio. Design, scale, and materials of permanent grill areas must complement the existing house and lot. There are no restrictions on portable grills, except that their covers must be on the grill when not in use.

GUTTERS

Replacement gutters that match the color or the old gutters do not need an approved exterior modification application, nor do gutter screens or tops that prevent clogging by debris. Extensions of downspouts at ground level may be installed without prior approval so long as the end of the run does not move water onto adjacent property and they are not unsightly.

HOT TUBS/JACUZZIS

Hot tubs and Jacuzzis require an approved exterior modification application prior to installation, and may only be installed on the ground level.

HOUSE NUMBERS

House numbers must be legible and of the original size, style, and color. To maintain visual consistency and to ease the task of searching for a particular house address for owners and visitors, house numbers shall be located and centered over the garage door.

LANDSCAPING

Plant materials are not regulated inside the rear yards with the exception of rear tree planting. Shrubs and flowers along side and front yards are not regulated. Plants that will become hedges, fences, barriers, or screens on common elements require an approved exterior modification applications for exterior modification through the Architectural Committee or Board before planting. Trees may only be planted with prior approval from the Architectural Committee or our Board. Planting trees on private property will be approved on a case-by-case basis, depending on location and species of tree proposed. An approved exterior modification application is also required from the Architectural Committee or Board when the use of railroad ties, large stones, landscape timbers or paver blocks are contemplated in the front yard areas.

PATIOS

Patios must be located in the rear yard and should be installed within County setback required limits, and not across Building Restriction Lines (BRL). Patios do not require an approved exterior modification application.

PEEPHOLES

For security reasons, peepholes are allowed in any door and do not require an application.

ROOFING / SIDING

Repaired roofing, siding, trim, brick, etc., must match any of the existing materials used in Aspen Hill in appearances as closely as possible, though not necessarily the same material as originally used on any given unit. No approval is required for repairs or replacement if no changes in appearance are made or are made using the same materials already used at Aspen Hill. Only originally painted or stained surfaces may be painted or stained. Brick and stone may not be painted or stained, but they may have a clear sealant applied. If a complete replacement with a different presentation is desired, then an approved exterior modification application is necessary.

SCREENED PATIOS/DECKS

Fairfax County does not permit the "screening in" of town home patios or decks. These are therefore prohibited. However, movable/variable and removable blinds may be connected under elevated decks for patio areas below, without an approved exterior modification application. Such temporary blinds must be neutral in color and design. Blinds should not be constantly left in place, but should be rolled up when privacy or shade is not desired. Patio roofs installed under elevated decks (products such as "dry space" or "dry below") may be installed under new or existing decks without an approved exterior modification application because these are functional and are not in view.

SIDEWALKS AND PATHWAYS

These are not regulated within rear yard areas, and there is no room in front yard areas for new walkways. The installation of sidewalks or pathways at an end unit requires an approved exterior modification application, and should be constructed of large stepping-stones.

SKYLIGHTS

Rear skylights require an approved exterior modification application. Front skylights are not permitted. The glass or surface material may only be clear or dark tinted.

SOLAR PANELS

Solar photo electric panels are not permitted, and after some research have been found to be impractical. Solar water heating panels are not permitted at this time.

STORM WINDOWS

Exterior storm windows require an approved exterior modification application, and must match the style and color of the existing windows and frames

SUN CONTROL DEVICES

Materials are available for application on inside of windows to reduce thermal transmission and glare and require no approved modification application, however no reflective surfaces may be visible to the exterior of the front of the home. Also see AWNINGS.

TRIM

An approved exterior modification application is not required for re-painting or re-staining a surface to match its original color. Any color changes require an approved exterior modification application.

VEGETABLE GARDENS

Vegetable gardens may only be planted in rear yard areas and are otherwise not regulated by our Board regarding content. Gardens must be neatly maintained including the removal of all unused stakes, trellises, weeds, and dead growth.

WATER GARDENS

Water gardens may only be installed in rear yard areas and are not otherwise regulated. However, water and electrical safety should be seriously considered by the applicant.

Application for Exterior Modification
Aspen Hill Homeowners' Association

Name: _____ Phone (W): _____
E mail: _____ Phone (H): _____

Property Address: _____ Aspen Hill (Ct / Tr), Annandale, VA 22003

Proposed Improvement:

Name(s) and address(es) of person(s) or firm(s) who will do the work:

Location:

Dimensions: _____

Color(s): _____

Materials: _____

Existing elevation or color of home: _____

Schedule (Start and Completion Date):

Supportive details (i.e.): _____

Attachments:

- Drawings, sketches, photographs, brochures depicting the proposed improvement.
- If you are applying for a deck, please include a proposed view from back, sides, and from above the proposed improvement. Include rail type and size.
- If necessary to understand where the improvement is to be placed, provide a plat.

Signatures of adjacent neighbors. If the modification is in the front, then at least two neighbor signatures from directly across the street are required. These are needed to ensure that your neighbors are made aware of your proposal only. No approval or non-supportive position is involved. Signatures do not imply consent. However, neighbors may indicate support if they so choose. Non-support statements may be forwarded to the Architectural or Grounds Committee.

Printed Name	Signature	Address
_____	_____	_____
Printed Name	Signature	Address
_____	_____	_____
Printed Name	Signature	Address
_____	_____	_____
Printed Name	Signature	Address
_____	_____	_____

Conditions for approval:

1. All exterior modifications must meet the requirements of the Fairfax County Zoning and Building codes.
2. All exterior modifications must meet Fairfax County minimum setback specifications and may not be constructed across Building Restriction Lines (BRL) shown on individual site plans (plats).
3. All exterior modifications must meet the requirements of the Aspen Hill Homeowner's Rules and Regulations.
4. The exterior modification must be constructed according to the approved plans, schedule (*commenced within 6 months and completed within 12 months of the approval*), and specifications.
5. The Owner is responsible and liable for any damage to any of the Common Elements or other units caused by the Owner's agents, employees or invitees in connection with the performance of the work and shall indemnify and hold harmless the Association and managing agent against any and all damage, loss or expense incurred because of the negligence or violation of any applicable law by the Owner, the Owner's employees, agents, contractors, suppliers or invitees or in any way relating to the work in the Unit.

6. The Association, including members of our Board of Directors and the Architectural or Grounds committee shall be entitled to inspect the work during the course of construction and upon completion of the work to insure that it is being done in accordance with the plans and specifications approved by the Association. In the event the Association determines that the Owner is not in compliance with this agreement, it shall notify the Owner in writing. The Owner shall then immediately cease performing all work on the Unit until the Association is satisfied that the appropriate corrections shall be made.

I hereby certify that the information provided is accurate to the best of my knowledge. I further certify that, once approved, I shall construct the proposed improvement according to the approved plans, schedule, and specifications. Permission is hereby granted to members of the Aspen Hill Association Architectural or Grounds Committee and Board of Directors to enter on my property as necessary to review the proposed project and its construction. I certify that I understand the Aspen Hill Architectural or Grounds guidelines.

Owner Signature: _____ Date: _____

Mailing

Address: _____
(If different from Property Address)

(Office Use Only)
ASPEN HILL HOMEOWNERS' ASSOCIATION (AH)
APPLICATION TRACKER

EVENT	- date -	AH POC
** Received		
Distributed to Committee		
Committee Meeting Notice to Applicant		
Committee Meeting		
** Result Notification Received by Applicant		
** 45 day limit between received date and result notification		

ASPEN HILL HOMEOWNERS' ASSOCIATION (AH)
APPLICATION RESULT

AHHA STATUS	Initial
<input type="checkbox"/> Committee Approval, as is	
<input type="checkbox"/> Committee Approval, with attached modification	
<input type="checkbox"/> Committee Disapproval	

Signature of Architectural Committee Chairperson (or acting)

Date

EXAMPLE OF A PROPOSED AMENDMENT TO THE
ARCHITECTURAL GUIDELINES

**ASPEN HILL HOMEOWNERS' ASSOCIATION RESOLUTION
TO (YOUR PROPOSED TITLE)**

RECITALS:

WHEREAS, pursuant to the deeds, plats, and Declaration Article #, there are
(YOUR QUOTE HERE) ... if this reference is needed

WHEREAS, pursuant to the Bylaws Article #, there are (YOUR QUOTE HERE) ... if
this reference is needed.

NOW, THEREFORE, the Aspen Hill Homeowners' Association Board of Directors
deems it beneficial for the community to modify the Architectural Guidelines according to
the specifications below.

I. PURPOSE

(Your reason for the Change here). *required*

II. REMOVAL / MODIFICATION / NEW REQUIREMENT

(Your proposal here). *required*

III. OTHER INFORMATION

(Your information here). *Optional*

**ASPEN HILL BOARD OF DIRECTORS RESOLUTION
ASPEN HILL HOMEOWNERS' ASSOCIATION
ARCHITECTURAL GUIDELINES**

RECITALS:

WHEREAS, pursuant to the deeds, plats, and Declaration Article V, there are use restrictions that must be complied with.

WHEREAS, pursuant to the Declaration Article VI, there are exterior maintenance requirements that must be complied with.

WHEREAS, pursuant to the Declaration Article IX, there are architectural processes and controls that must be complied with.

NOW, THEREFORE, the Board of Directors deems it beneficial for the community to publish and maintain community architectural guidelines for use in planning and approving applications for exterior modifications.

I. USE OF ARCHITECTURAL GUIDELINES

The Board of Directors, the Architectural Committee, and Members are to comply with these Architectural guidelines when making any exterior modifications.

II. AMENDMENTS TO ARCHITECTURAL GUIDELINES

These guidelines may be amended by the Board of Directors at any regularly scheduled Board meeting.

Member

Member

Member

Date