Supplemental Declaration of Covenants, Conditions & Restrictions

FOREST RIDGE SUBDIVISION

SECTION 8A

Lots 1-28 and 64-75
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION, made on the date herein-
after set forth by FOREST RIDGE OF VIRGINIA, LTD., a Virginia
corporation, hereinafter referred to as "Declarant."

* * * WITNESSETH * * *

WHEREAS, Declarant is the fee simple owner of certain.
real property located in Sterling Magisterial District,
Loudoun County, Virginia, described in the Deed of Dedication
and Subdivision recorded on November 14, 1984, as
Instrument No. 18173 among the land records of the said
County and designated as Section EIGHT-A (8-A), FOREST RIDGE
(hereinafter referred to as the "Property") and desires to
develop thereon a residential community with common lands and
facilities for the benefit of said community; and

WHEREAS, Declarant desires to add and annex the afore-
said real property to the real property described in (i) that
certain Declaration of Covenants, Conditions and Restrictions
recorded in Deed Book 673, at Page 795, and re-recorded in
Deed Book 727, at Page 605, and (ii) that certain Supplemental
Declaration of Covenants, Conditions and Restrictions recorded
in Deed Book 692, at Page 783, and re-recorded in Deed Book 727,
at Page 634, and (iii) that certain Supplemental Declaration of
Covenants, Conditions and Restrictions recorded in Deed Book
696, at Page 189, and re-recorded in Deed Book 720, at Page
722, and in Deed Book 727, at Page 619, and (iv) that certain
Deed of Dedication and Subdivision, Deed of Conveyance and
Deed of Supplemental Declaration of Covenants, Conditions and
Restrictions recorded in Deed Book 677, at Page 416, and (v)
that certain Supplemental Declaration of Covenants, Conditions
and Restrictions recorded in Deed Book 767, at Page 476, and (vi) that certain Supplemental Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 771, at Page 271, and (vii) that certain Supplemental Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 772, at Page 730, and (viii) that certain Supplemental Declaration of Covenants, Conditions and Restrictions for FOREST RIDGE, Fairfax County recorded in Deed Book 727, at Page 649, among the land records of Loudoun County, Virginia, and (ix) that certain Supplemental Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 792, at Page 669, and that certain Supplemental Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 831, at Page 585 (as well as other lands, if any, heretofore added or annexed by either Declarant or the Association), all in accordance with Article IV, Section 2 thereof. Notwithstanding this, however, owners of Sections ONE (1), TWO (2), THREE (3) and FOUR (4), FOUR-A (4-A), FIVE (5) FIVE-A (5-A), SIX (6), and SEVEN (7) FOREST RIDGE, and FOREST RIDGE, Fairfax County (or of other lands, if any, heretofore added or annexed by either Declarant or Forest Ridge Homeowners Association) shall have or obtain no rights in the properties of this Section EIGHT-A (8-A), FOREST RIDGE, as described in Article IV hereof until the title of the first lot in Section EIGHT-A (8-A), FOREST RIDGE, is conveyed to an owner; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common lands and facilities; and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions") as hereinafter set forth, each and all
of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, to promote the efficient preservation of the values and amenities in said community, Forest Ridge Homeowners Association has been created and has been delegated and assigned the powers of maintaining and administering the community facilities, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Forest Ridge Homeowners Association has been incorporated under the laws of the State of Virginia, as a non-profit corporation; and

WHEREAS, Declarant desires that the Restrictions shall run with, burden, and bind the Property;

NOW, THEREFORE, Declarant hereby declares the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the Restrictions hereinafter set forth, for and during the period of time hereinafter specified.

ARTICLE I
DEFINITIONS

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

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

Section 3. "Properties" shall mean and refer to the Property and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

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

Section 6. "Declarant" shall mean and refer to FOREST RIDGE OF VIRGINIA, LTD. and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

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

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

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility
for such purposes and subject to such conditions as may be agreed to by the members.
No such dedication or transfer shall be effective unless an instrument agreeing to
such dedication or transfer signed by more than two-thirds (2/3) of each class of
members has been recorded.

Section 2. Delegation of Use. Any owner may delegate,
in accordance with the By-Laws, his right of enjoyment to the
Common Area and facilities to the members of his family, his
tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B members shall be the De-
clarants and shall be entitled to
three (3) votes for each Lot owned.
The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) at the expiration of three (3) years from the date of this Supplemental Declaration, provided that if a Supplemental Declaration is filed annexing additional land to the Properties pursuant to Article IV at any time or times prior to the expiration of said three (3) year period (as the same may have been extended by the filing of one Supplemental Declaration), such period shall be extended each such time until the expiration of three (3) years from the date of filing of the last such Supplemental Declaration.

ARTICLE IV

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THEREETO

Section 1. Existing Property. All that property located in Loudoun County, Virginia, described in the Deed of Dedication and Subdivision recorded on November 14, 1984, as Instrument No. 18173 among the land records of the said County and designated as Section EIGHT-A (8-A), FOREST RIDGE.

Section 2. Additions to the Properties by the Association. Annexation of additional land shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3)
of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken there-at. Such annexation shall be effectuated by filing for record among the Land Records of Fairfax County and/or Loudoun County, Virginia, (as appropriate) a Supplemental Declaration with respect to such additional land.

Section 3. Additions to The Properties by Declarants.

Notwithstanding the provisions of Section 2 of this Article IV, if the Declarant, its successors and assigns, should develop additional lands contiguous to the Properties, such additional lands may be annexed to the Properties at any time prior to the expiration of seven (7) years after the date of this Supplemental Declaration without the assent of the Class A members by filing for record among the Land Records of Fairfax County and/or Loudoun County, Virginia, (as appropriate) a Supplemental Declaration with respect to such additional lands; provided, however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration.
and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the FHA or the VA prior to such development. If either the FHA or the VA determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the annexation of the additional lands to the Properties must have the assent of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty percent (60%) of all of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. Effect of Annexation. In the event that any additional lands are annexed to the Properties pursuant to Section 2 or Section 3 of this Article IV, (a) such additional lands shall be considered within the definition of "The Properties" for all purposes of this Supplemental Declaration, and (b) all voting of each class of the membership of the Association, and all voting by the Owners hereunder, shall be aggregated for as a single vote, it being intended that any voting requirements need not be fulfilled separately for the real
property subject to this Supplemental Declaration and for each tract of additional lands described in a Supplemental Declaration.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty Dollars ($30.00) per Lot.
(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

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

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

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
Section 5. Notice and Quorum for Any Action Authorized

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been
paid. A properly executed certificate of the Association as
to the status of assessments on a Lot is binding upon the
Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments:
Remedies of the Association. Any assessment not paid within
thirty (30) days after the due date shall bear interest from
the due date at the rate of six percent (6%) per annum. The
Association may bring an action at law against the Owner
personally obligated to pay the same, or foreclose the lien
against the property. No Owner may waive or otherwise escape
liability for the assessments provided for herein by non-use
of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.
The lien of the assessments provided for herein shall be
subordinate to the lien of any first mortgage. Sale or
transfer of any Lot shall not affect the assessment lien.
However, the sale or transfer of any Lot pursuant to mortgage
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.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be com-
menced, erected or maintained upon the Properties, nor shall
any exterior addition or change or alteration therein be made
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 struc-
tures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

PROTECTIVE COVENANTS AND RESTRICTIONS

In order to conserve the natural beauty of the subdivided Property, to insure its best use and most appropriate development, and to prevent the erection of poorly designed and constructed improvements, the entire area hereinabove described, except as herein provided shall be subject to the following protective covenants and restrictions hereinafter referred to as The General Covenants:

(1) All lots in the tract shall be known and described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(2) All of said lots and yards shall be maintained in a neat and attractive manner so as not to detract from the appearance of the above-described development.

(3) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(4) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
(5) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs, two cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

(6) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash or garbage receptacles shall not be visible from front of house.

(7) Easements for installations and maintenance of utilities, including sanitary and storm sewer lines, are reserved over the side and rear five feet of each lot.

(8) No trucks or trailers shall be stored or parked on any of said lots, nor shall any trucks or trailers be parked on any of the streets in said subdivision by the owners, lessees or other occupants of said lots.

(9) No drying of any wet clothes or airing of any garment or bedding shall be permitted to be done outside of the house located on any lot in the subdivision except within the rear yard area and except on Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m.

(10) FOREST RIDGE OF VIRGINIA, LTD. or its successors, reserves the right to amend, modify or vacate any of the protective covenants or restrictions contained in ARTICLE VII, whenever the circumstances, in the opinion of FOREST RIDGE OF VIRGINIA, LTD., or its successors, so deems such amendments, modifications or vacations advisable; otherwise, such covenants are to run with the land and shall be binding upon all parties claiming under them in accordance with the provisions of Section 3 of ARTICLE VIII.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplemental Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Supplemental Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Supplemental Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Supplemental Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B members' lp, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Supplemental Declaration of Covenants, Conditions and Restrictions.

Section 5. Dissolution of Association. In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each Lot shall continue to be subject to the annual assessment specified in Section 1 of Article V hereof, and each Owner shall continue to be personally obligated for such assessment, to the extent that such assessments are required to enable the grantee of the real property owned by the Association to properly maintain it. In no event, however, shall the assessment exceed the amount that would otherwise be payable to the Association in accordance with the provisions of Section 3 of Article V hereof.
IN WITNESS WHEREOF, FOREST RIDGE OF VIRGINIA, LTD., the
Declarant herein, has caused this writing to be executed on
this 31st day of October, 1984.

FOREST RIDGE OF VIRGINIA, LTD.

By: [Signature]
Stuart E. Butler, Vice President

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this
31st day of October, 1984, by Stuart E. Butler, Vice
President of FOREST RIDGE OF VIRGINIA, LTD., a Virginia
corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires: [Signature] 24, 1987