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CORRECTED DEED OF DEDICATION

THIS CORRECTED DEED OF DEDICATION, made and entered into this 9th day of September, 1969, by BUCK HALL PROPERTIES, INC., a Virginia corporation, and DANIEL K. MACKLIN and JAMES B. THORSEN, General Partners, Trading as OCCOQUAN LAND INVESTMENT, a Limited Partnership, hereinafter known as Owner,

WITNESSETH:

WHEREAS, Owners, on 22nd day of May, 1969, did make and enter into a Deed of Dedication pertaining to the hereinafter described parcels of land, situated in Occoquan Magisterial District, Prince William County, Virginia, and more particularly designed and designated and described on the attached schedule, which Deed of Dedication was approved by Resolution, dated April 10, 1969, of the Board of Supervisors of Prince William County, Virginia, and was recorded in the land records of that county at Deed Book 508 at page 481, on June 20, 1969; and,

WHEREAS, in said Deed of Dedication, by mistake, the following errors may have been made:

1. On page 2, in the paragraph beginning near the top of that page, among the easements and rights-of-way reserved for "all of the lot owners of Occoquan Forest Subdivision":

(a) It is stated, "(c) A Twenty (20) foot easement for ingress and egress for the benefit of Lot Sixteen (16) through Lots One (1), Two (2) and Fifteen (15), leading from Lot Sixteen (16) to a thirty (30) ft. easement running to Route 770," which easement is, in fact, a walkway for convenient ingress and egress to, and solely for the benefit of, Lot Sixteen (16); and is not a common-area easement for the benefit of all of the lot owners of Occoquan Forest Subdivision;

(b) It is stated, "(d) Lots Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21),

Returned To:
John L. Scott.
6823 Bland Street
Springfield, Va.
9/3/70

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and Twenty-four (24) are subject to an easement to the Fairfax County Water Authority as shown on the attached plat," which easement is, in fact, an existing easement of record, solely for the benefit of Fairfax County Water Authority; and is not a common-area easement for the benefit of all of the lot owners of Occoquan Forest Subdivision.

(c) It is stated, "(e) A Ten (10) foot easement for water lines through Lots Two (2), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Twenty-Four (24) and including water hydrant on Lot Twenty-Four (24)," which easement is, in fact, an easement for utilities to be constructed, thereby being for the benefit of the utility system; and is not a common-area easement for the benefit of all of the lot owners of Occoquan Forest Subdivision.

(d) It is stated, "(f) The owners hereby reserve unto themselves, their agents, licensees, successors or assigns, the exclusive right for easements for installation and maintenance of all utilities, including electric, telephone, TV antenna cable, sewer, water, and gas together with all necessary appurtenances through each and every lot in the subdivision. It being understood that such easement will be placed in such a position as to not unreasonably interfere with the use and enjoyment of the lots," which reservation of the right to easements for the stated purpose is, in fact, a reservation for the benefit of Owners; does not create an "easement or right-of-way" as stated; and is not a common-area easement for the benefit of all of the lot owners of Occoquan Forest Subdivision.

(e) An easement of approximately 10,900 square feet in the southwest corner of Lot Sixteen (16), Section 1, Occoquan Forest Subdivision, at the end of the thirty (30) foot easement of ingress and egress through Lots Two, Three, Fourteen, Fifteen and Sixteen, and as shown on the plat approved by the Board of Supervisors of Prince William County, Virginia, on April 10, 1969, is, in fact, a common-area easement for the benefit of

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all of the lot owners of Occoquan Forest Subdivision, which reservation was not stated in any provision of that paragraph.

2. In the paragraph beginning at the bottom of Page 2 and extending through pages 3, 4, and 5, having 19 letter-designated subparagraphs, questions may exist as to the meaning and intent of several of the restrictions and as to the provisions relating to the operation of the owners' association.

WHEREAS, to prevent difficulties hereafter, it is expedient to correct those provisions in which error may have been made:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

Subject to and upon the approval of this Corrected Deed of Dedication and the attached Amended Declaration of Covenants, Conditions, and Restrictions, by the Board of Supervisors of Prince William County, Virginia, and the recording thereof in the land records of that County:

1. The paragraph beginning near the top of page two in the said Deed of Dedication, having six (6) letter subparagraphs, is hereby vacated and nullified and, in lieu thereof, the following paragraph is substituted--

The above-mentioned owners hereby reserve for the benefit of all lot owners of Occoquan Forest Subdivision the following easements and rights-of-way:

"(a) A thirty (30) foot easement of ingress and egress through Lots Two (2), Three (3), Fourteen (14), Fifteen (15), and Sixteen (16), leading from Route 770 to an area of 10,900 square feet, more or less, in the southwest corner of Lot Sixteen (16) and fronting on Occoquan Creek, as shown on the plat of Occoquan Forest Subdivision.

"(b) A twenty (20) foot easement for a walkway through Lots Thirteen (13) and Fourteen (14) as shown on the plat of Occoquan Forest Subdivision.

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"(c) A ten thousand nine hundred (10,900) square foot, more or less, easement for a boat-landing, fronting on Occoquan Creek, in the southwest corner of Lot Sixteen (16), as shown on the plat of Occoquan Forest Subdivision."

2. Following the above substituted paragraph on Page 2 of the said Deed of Dedication, insert the following paragraph:

"Owners hereby reserve a twenty (20) foot easement of ingress and egress for the benefit of Lot Sixteen (16) leading from Lot Sixteen (16), through Lots One (1), Two (2) and Fifteen (15) to the thirty (30) foot easement of ingress and egress between Route 770 and the boat-landing easement, as shown on the plat of Occoquan Forest Subdivision."

3. Following the above inserted paragraph on page 2 of the said Deed of Dedication, insert the following paragraph:

"Owners hereby reserve unto themselves, their agents, licensees, successors and assigns, the exclusive right to easements for installation, service, and maintenance of all utilities, including electric, telephone, TV antenna cable, sewer, water, and gas, together with all necessary appurtenances, through each and every lot in the Subdivision; it being understood that such easements will be placed in such a position as to not unreasonably interfere with the use and enjoyment of the Lots."

4. The paragraph beginning at the bottom of page 2 and extending through pages 3, 4, and 5, having 19 letter-designated subparagraphs, is hereby vacated and nullified, and, in lieu thereof, the following paragraph is substituted:

"The said Occoquan Forest Subdivision, Section One (1), is hereby made subject to all of the provisions of the attached Amended Declaration of Covenants, Conditions, and Restrictions, which provisions are hereby incorporated in this Corrected Deed of

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Dedication as though stated herein, and the covenants, conditions, restrictions, and easements therein shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof, his successors, heirs, representatives, and assigns."

WITNESS the following signatures and seals.



ATTEST:

Daniel K. Macklin
DANIEL K. MACKLIN
Secretary

BUCK HALL PROPERTIES, INC.

By: *James B. Thorsen*
JAMES B. THORSEN
President

OCCOQUAN LAND INVESTMENTS,
A Limited Partnership

By: *Daniel K. Macklin* (SEAL)
DANIEL K. MACKLIN
General Partner

and
By: *James B. Thorsen* (SEAL)
JAMES B. THORSEN
General Partner

STATE OF VIRGINIA,

COUNTY OF FAIRFAX, TO-WIT:

I, the undersigned Notary Public in and for the County and State, whose commission expires on the 18th day of June, 19 73, do hereby certify that JAMES B. THORSEN and DANIEL K. MACKLIN, President and Secretary respectively of BUCK HALL PROPERTIES, INC., whose names are signed to the foregoing instrument dated September 9, 1969, have acknowledged the same before me in my County aforesaid.

GIVEN under my hand and seal this 9th day of September, 1969.



Matthew A. Clary
Notary Public

STATE OF VIRGINIA,

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10th day of June, 1973,
do hereby certify that DANIEL K. MACKLIN and JAMES B. THORSEN, General
Partners of OCCOQUAN LAND INVESTMENTS, A Limited Partnership, whose names
are signed to the foregoing instrument dated September 9, 1969,
have acknowledged the same before me in my County aforesaid.

GIVEN under my hand and seal this 9th day of September, 1969.



Matthew B. Clary, Jr.
Notary Public

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SPRINGFIELD, VA. 22150

OCCOQUAN FOREST
AMENDED DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BUCK HALL PROPERTIES, INC., a Virginia Corporation, and DANIEL K. MACKLIN and JAMES B. THORSEN, General Partners, trading as OCCOQUAN LAND INVESTMENT, a Limited Partnership, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property situate in Occoquan Magisterial District in the County of Prince William, State of Virginia, which property is fully described in Annex 1 attached hereto and made a part hereof;

AND WHEREAS, Declarant intends to convey the said property, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth;

AND WHEREAS, Declarants, with the consent and agreement of all persons who have purchased or contracted to purchase any interest in the Property subject hereto, as reflected in the attached Occoquan Forest Purchasers' Agreement and Ratification, have, by Corrected Deed of Dedication dated the *9th* day of *September*, 1969, vacated and nullified the paragraph beginning at the bottom of page 2 and extending through pages 3, 4, and 5, having 19 letter-designated subparagraphs, substituting in lieu thereof this Declaration, in a Deed of Dedication, dated the 22nd day of May, 1969, pertaining to the property described herein;

NOW, THEREFORE, Declarant hereby declares that the property designated above shall hereafter be subjected to this Declaration and shall be held, sold and conveyed subject to the provisions of this Declaration and subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value,

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desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Occoquan Forest Owners Association, a corporation to be organized and to exist under the laws of Virginia, and its successors and assigns.

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

Section 3. "Common Areas" shall mean all real property and all interests in real property, including common easements and rights-of-way, owned by the Association for the common use and enjoyment of the Members of the Association. Said "Common Areas" are shown and designated on the plat attached hereto as Annex 1.

Section 4. "Lot" shall mean and refer to any numbered plot of land intended for use as a residence shown upon any recorded subdivision map of the Properties subject to this Declaration.

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

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee-simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation nor trustees under any instrument securing an obligation.

Section 7. "Declarant" shall mean and refer to BUCK HALL PROPERTIES, INC., a Virginia Corporation, and DANIEL K. MACCLIN and JAMES B. THORSEN, General Partners, trading as OCCOQUAN LAND INVESTMENT, a

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Limited Partnership, and their respective successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Facilities" shall mean and refer to recreation facilities and all other facilities and improvements erected or to be erected on the Common Areas.

ARTICLE II

MEMBERSHIP

Every person or entity who is or becomes a record owner of a fee or undivided fee interest in any Lot which is subjected to this Declaration, including contract sellers, shall be a member of the Association; and all persons purchasing Property subject to this Declaration, by the acceptance of their deeds or execution of the purchase agreement, agree to and do thereby become members. The foregoing does not intend to include persons or entities who hold an interest merely as security for the performance of an obligation, nor trustees under any instrument securing such an obligation. Each Lot shall not have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subjected to this Declaration. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE III

VOTING RIGHTS

The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all those Owners of Lots as defined in Article I above, with the exception of the Declarant.

Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such an interest in any Lot, the vote for such Lot shall be exercised as they, among themselves, determine; but in no event shall more than one vote be cast with respect to any such Lot.

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(b) Class B. Class B members shall be the Declarant, or its successors and assigns, as defined in Article I, Section 7, above.

Class B members shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership by Article II, above; provided, that the Class B membership in the Properties and the Lots subjected to this Declaration shall cease when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Members' Rights to Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas, such easement 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 limit the number of guests of a Member;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities, and, in and thereof, to encumber the Common Areas in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association;
- (d) The right of the Association to suspend the voting rights and right of use of the facilities and other improvements of the Common Areas by a Member for any period during which any assessment against his Lot remains unpaid, or for any infraction of its published rules and regulations; all in accordance with the By-Laws of the Association; and,
- (e) The right of the Association to dedicate or transfer all or any part of the Common Areas to any other association, individual, individuals,

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corporation, and/or corporations, or to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the Members in accordance with its Articles of Incorporation, and subject to such conditions as may be required by any aforesaid public agency, authority or utility.

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

Section 3. Title to the Common Areas. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey to the Association fee simple title to the land or the easements and rights of way constituting the Common Areas, free and clear of all encumbrances and liens, as more particularly shown on the plat attached hereto as Annex I.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. So long as Declarant is a Member, the Declarant, for such Lot subjected to this Declaration, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree, to pay to the Association:

- (1) Annual assessments or charges,
- (2) Special assessments for capital improvements, and
- (3) Special assessments as provided in Article VII hereof.

Such assessments are to be fixed, established, and collected from time to time as provided in the By-Laws of the Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, including reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest,

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costs, and reasonable attorney's 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. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the areas subjected to this Declaration; for the improvement and maintenance of the Common Areas, services, and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas; for the landscaping of the roadways; for the care of the roads, road easements, walkways, boundary fences of each Lot, if such fences bound a road right-of-way as shown on Annex I and whether such Lots are owned by Declarant or not; for the removal of weeds or any unsightly or obnoxious things from the places stated above; and, for the doing of any other thing the Association deems necessary or desirable to maintain the development in good repair and condition or to improve the same.

Section 3. Annual Assessments. Until three (3) years after subjecting the Lot or Lots in question to this Declaration, or February 1, 1974, whichever shall be the later, the annual assessment shall be SEVENTY-FIVE AND NO/100 DOLLARS (\$75.00) per Lot, which shall be the maximum annual assessment.

(a) After the above stated period, the annual assessment may be increased or decreased, each such increase or decrease to be for a succeeding period of two (2) years, by an affirmative vote of the Members, such vote to be taken at a duly constituted meeting; provided that any such charge shall have the assent of two-thirds (2/3) of the votes of each class of Members. The maximum limitations hereof shall not apply in event of a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

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(b) The Board of Directors shall fix the annual assessments at an amount not in excess of the maximum annual assessment. The annual assessments collected by the Association shall in each year be sufficient to maintain and operate the Common Areas and facilities as herein set forth, in neat and good order, and to pay all taxes, assessments, and expenses payable with respect to the maintenance and operation of the Common Areas and facilities to be operated and maintained by the Association for the aforesaid purposes.

(c) Notwithstanding any provisions of this Article, for the first five (5) years after any Lot is subjected to this Declaration, the maximum annual assessment for any Lot owned by Declarant shall be ONE AND NO/100 DOLLARS (\$1.00) which shall be paid by the Declarant at such time as each Lot shall be subjected to this Declaration by Deed of Subdivision as heretofore provided and shall not be increased or subject to any special assessments without the written permission of Declarant. Five (5) years after the subjecting of any Lot to this Declaration in the manner provided heretofore, any such Lot then still owned by Declarant shall be assessed uniformly with the Lots having a Class A membership.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, including recreation and other facilities, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members. Notwithstanding any of the foregoing, the sum of all special assessments in any one (1) calendar year against any one (1) Lot shall not exceed the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00).

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Section 5. Uniform Rate. Both annual and special assessments must be fixed at an uniform rate for all Lots subject thereto, and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments. Due Dates. The annual assessment provided for herein shall commence, as to Lots subject to this Declaration upon its execution, on February 1, 1970, and on such date as may be determined for other Lots hereafter brought under the jurisdiction of this Declaration pursuant to Article XII. The first annual assessment shall be adjusted according to the number of months remaining in the assessment 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. After February 1, 1970, the due dates shall be established by the Board of Directors. Upon demand of any person, firm or corporation having an economic interest in any Lot, the Association shall furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot owned by such Member have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment which is not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Association may bring such action at law or in equity against the Owner personally obligated to pay the same, or against the property subject thereto, or both, and interest, costs, and reasonable attorney's fees or any such action shall be added to the amount of such assessment.

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No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 8. Subordination of the Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or any first deed of trust. Sale or transfer of any Lot shall not affect the lien of any assessment. However, the sale or transfer of any Lot, pursuant to the foreclosure under such first mortgage or deed of trust, shall extinguish the lien of such assessments as to payments there of which became due prior to such sale or transfer.

No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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 authority or utility company;

(b) The Common Areas, however, the exemption of the Common Areas shall in no way effect or change any assessment or assessments chargeable to any Lot;

(c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

PARTY WALLS OR FENCES

Section 1. General Rules of Law to Apply. Any wall or fence which is built on the dividing line between the Lots shall constitute a Party Wall or Fence, and, to the extent not inconsistent with the provisions of this Article, the rules of law regarding party walls and fences and liability for property damage due to negligence or willful acts or omissions

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shall apply thereto. The provisions of this Article shall not apply in any case in which the Owners of the Lots adjoining the Party Wall or Fence execute a written agreement covering, in part or in whole, the matters treated in this Article, duly acknowledge the said agreement before a notary public, and record the same in the land records of Prince William County, Virginia.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall or Fence shall be shared by the Owners who make use of the Wall or Fence in proportion to such use.

Section 3. Destruction by Fire and Other Casualty. If a Party Wall or Fence is destroyed or damaged by fire or other casualty, any Owner who has used the Wall or Fence may restore it, and if the other Owners thereafter make use of the Wall or Fence they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the Party Wall or Fence to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall inure to the benefit of and shall be binding upon the respective Owners thereof, their heirs and assigns.

Section 6. Arbitration. In the event of any dispute arising concerning a Party Wall or Fence or under the provisions of this Article, each party shall choose one Arbitrator, and such Arbitrators shall choose one additional Arbitrator, and the decision of a majority of the Arbitrators shall be binding on all parties.

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ARTICLE VII

EXTERIOR MAINTENANCE

Each Owner shall maintain his Lot and premises and every part thereof in good repair and condition and shall maintain the same fully protected from the elements to the satisfaction of the Architectural Control Committee of the Association or the Board of Directors of the Association.

If the Owner shall fail to maintain or keep his premises and the improvements therein in good repair and good condition, then the Association shall have the right subject to the provisions hereinafter set forth to provide Exterior Maintenance upon each Lot or Lots as follows: Paint, repair, replace and care for roof, gutters, downspouts, exterior building surfaces, fences, trees, shrubs, grass, walks, and any other exterior improvements required.

The Association shall only be permitted to perform repairs and maintenance under this Article when and if the Owner has failed to commence said repairs and maintenance within twenty (20) days after written notice is given by the Association to the Owner of the said Lot or Lots in question. Said notice to the Owner of the said Lot or Lots in question shall state the deficiencies, the intended repairs or maintenance to be done, and the estimated cost of these repairs and maintenance.

The cost of such maintenance or repairs by the Association shall be added to and become a part of the assessment or assessments to which such Lot is subject; but such cost shall not be deemed to be a part of the annual or special assessments hereinbefore defined, but shall be in addition thereto.

In the event that the Owner of any of the Properties is insured against loss by reason of any event or happening creating a necessity for any maintenance or repair, as set forth above, the Association shall be subrogated to any and all rights of such Owner under or derived from any policy or policies of insurance so insuring; provided, however, that the Association shall retain from any recovery under such policy or policies of insurance only such sum or sums as were actually expended on such maintenance or repair.

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Each Owner shall permit the Association's officers, directors, agents and employees to enter upon the Owner's premises, at reasonable times and upon reasonable notice, to maintain the Common Areas and to repair, replace, and otherwise maintain, if the Owner has refused or neglected so to do, exterior building surfaces, roofs, gutters, downspouts, trees, shrubs, grass, walks, fences, and other exterior improvements.

The provisions of this Article shall not be applicable to any Lot owned by Declarant.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, tank, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to 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 workmanship, materials, harmony of external design and location in relation to surrounding structures and topography and all other reasonable factors which affect the desirability or suitability of the construction or alteration, by the Board of Directors of the Association, or by an Architectural Control 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, in writing, such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the requirement therefor will be deemed to have been fully complied with. Following approval or the expiration of the said thirty (30) day period, all work must be completed in conformance with the approved, or deemed to have been approved, plans within three hundred sixty-five (365) calendar days therefrom. The same procedure for submitting requests, obtaining or granting approval from the Architectural Control Committee will be employed when

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such approval is required elsewhere in this document. The provisions of this Article, however, shall not be applicable to Declarant.

ARTICLE IX

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable Rules and Regulations concerning the use and enjoyment of the Properties, subject to this Declaration, including the Common Areas and the Lots.

Section 2. Lot Use. No portion of the Properties shall be used except for single family residential purposes and for purposes incidental or accessory thereto; provided, however, this prohibition shall not apply to Lots designated by Declarant for business, commercial and for multi-family or other use; and provided, further, the Properties may be used by a professional man as defined by the County Code on such terms as may be permitted from time to time by the Board of Directors. This restriction shall not be construed to prevent the use of any land for a swimming pool, club houses, recreation purposes, or the keeping of household pets; nor shall it be construed to prevent Declarant from using any land for sales, service, maintenance, construction or other purposes.

Section 3. Quiet Enjoyment. No noxious, dangerous, illegal, unreasonable disturbing or offensive activities shall be carried on upon the Properties, nor shall anything be done or structure erected or maintained which may be or become a nuisance or annoyance to the neighborhood.

Section 4. Miscellaneous Restrictions.

(a) No exterior clothesline or hanging device, except that of an umbrella-type nature with a diameter not exceeding eight (8) feet, shall be allowed to be used upon any Lot.

(b) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets

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may be kept provided they are not raised, bred or kept for any commercial purposes, unless the Architectural Control Committee grants its prior consent in writing.

(c) No sign of any kind shall be displayed to the public view on any property except (a) one professional sign of not more than one square foot, or (b) one sign of not more than five square feet advertising the property during sales or lease period.

(d) No fence, wall, tree, hedge, shrub or planting, shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

(e) Tanks for the storage of fuel or other uses shall be buried below the surface of the ground or, in the alternative, be screened by fencing or shrubbery in a manner approved by the Architectural Control Committee. Receptacles for trash, garbage, rubbish, ashes, and other waste shall not be visible from any street, and screening therefore must be approved by the Architectural Control Committee.

(f) 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. No trailer, except a trailer housed or placed in a garage or similar structure, shall be stored or placed upon any Lot.

(g) All Lots, whether improved or unimproved, shall be maintained in a neat and sightly manner at all times.

(h) No live trees having trunks larger than ten (10) inches in diameter shall be cut without permission of the Architectural Control Committee.

(i) No fire arms shall be discharged out-of-doors in Occoquan Forest.

(j) No Lot in Occoquan Forest shall be subdivided except by the Declarant.

(k) Any dwelling or outbuilding on any Lot which may be destroyed in whole or in part by fire, windstorm or any other Cause or Act of God

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must be rebuilt, or all debris removed and Lot restored to a sightly condition, with reasonable promptness; provided, however, that in no event shall such debris remain on the Lot longer than six (6) months.

(l) No property shall be used or maintained as a dumping ground for rubbish.

(m) No individual sewage disposal system shall be permitted on any property except when such service from any property sewage disposal company is not available at the time permanent construction or improvements on the Lot is commenced.

(n) No individual water supply system shall be permitted on any property.

(o) No boats on cradles or trailers may be parked in streets, driveways, yards or common parking areas.

(p) No outside television antennas shall be erected, maintained, or used without the prior written consent of the Architectural Control Committee.

The restrictions contained in this Section shall not apply to the Declarants.

ARTICLE X

PARKING SPACES AND TRAFFIC

Section 1. Parking. Subject to existing Laws and Ordinances and subject to reasonable rules and regulations promulgated by itself, the Association may promulgate regulations for parking on or near the Common Areas.

Section 2. Traffic Regulation. The Association shall have the power to regulate parking and traffic within the Properties, in any manner not inconsistent with the rights of the individual Owners, in order to provide adequate access for police, firefighting and other public vehicles, to preserve the orderly flow of traffic, and to maintain roadways and parking areas within the Properties; and shall have the power to erect and

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maintain street and traffic signs, and to do anything which is consistent with and incidental to the objectives of this Article.

ARTICLE XI

EASEMENTS

All of the Properties, including Lots and Common Areas, shall be subject to such Easements for streets, driveways, walkways, parking areas, and for water lines, sanitary sewers, storm drainage facilities, gas lines, telephones, electric power, television antennas cable, and other utilities, as shall be established by the Declarant or his predecessors in title, prior to the subjecting of the Properties to this Declaration; and upon the request of Declarants, Owners hereby agree to grant easements at locations requested for sewer, water, electricity, gas, telephones, television cable, and all appurtenances to service, maintain and supply said utilities, it being understood that such easements will be located so as not unreasonably to interfere with the use and enjoyment of the Lot by Owners.

The Association shall have the power and authority to grant and establish upon, over, under, and across the Common Areas conveyed to it such further Easements as are requisite for the convenient use and enjoyment of the Properties or which are required by any governmental authority.

ARTICLE XII

ANNEXATION OF ADDITIONAL PROPERTIES

The Association may, at any time, annex additional residential Properties and Common Areas to the Properties designated in Annex I, and so add to its membership; provided, that any such Annexation shall have the assent of not less than two-thirds (2/3) of the voting power of the Association.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the

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benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of fifteen (15) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless this Declaration is amended as hereinafter provided in this Article.

Section 2. Amendment. At any time within fifteen (15) years from the date hereof, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than ninety per (90%) of each class of Members. They may be amended thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Members. Written notice of any proposed amendment shall be sent to every Owner at least sixty (60) days in advance of any action taken.

Section 3. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or inequity, all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this 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 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Condemnation. In the event that any part of the Common Areas are appropriated or otherwise taken under the power of eminent domain, the proceeds of the condemnation action shall be used as the Board of Directors deems proper under the circumstances, and in accordance with the purposes for which the Association is incorporated, including the acquisition of additional land or easements (if available) to be used in the place and stead of the lands so condemned.

Nothing herein contained shall prevent any Owner, whose Lot is directly damaged by such condemnation, from contesting the same and seeking

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an award for the impairment of the rights and easements immediately appurtenant to such Lot.

Section 6. Quorum. In order to take action under Article V, Section 3(a), 3(b), and 4, and Article XII, there must be a duly held meeting. Written notice setting forth the purpose of the meeting shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of such meeting. At such meeting, the presence of Members or of proxies entitled to cast sixty per cent (60%) of all of the voting power of the Association 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 any such 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 fifty (50) days following the preceding meeting. The Members not present in person or by proxy may give their written assent to the actions at any such meeting.

Section 7. Notice. Any notice required to be sent to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first class postage pre-paid, to the last address known to the Association of the person who appears on the Association's records as Owner at the time of such mailing.

Section 8. Maintenance and Trash Collection.

(a) It is understood and agreed that no governmental authority has an obligation to maintain or repair any parking areas, streets, or sidewalks within the Properties, whether situate within individual Lots or in the Common Areas.

(b) It is understood and agreed that any activity, which has an appropriate interest, may impose reasonable regulations and conditions precedent to the collection and removal of trash or the performance of any other municipal function which it may undertake within the Properties.

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Section 9. Conflict Between Articles of Incorporation,

Declaration and By-Laws. If there is any conflict between any of the Articles of Incorporation of the Association and/or the provisions of the By-Laws of the Association and/or the provisions of the Declaration, then and in any such conflict the Articles of Incorporation shall control, rule and take precedent over the By-Laws and this Declaration; and, further, in any such conflict, this Declaration shall control, rule, and take precedent over the By-Laws.

Section 10. Real Estate Taxes. Each and every Owner shall be responsible and chargeable for any real estate taxes or any other governmental assessment or charges made against the Lot or Lots owned by him.

Section 11. Effect of this Amendment. This Amended Declaration, as herein before set forth, shall have the same force and effect as though it had been contained in the aforementioned Deed of Dedication dated the 23rd day of May, 1969, and recorded on the 20th day of June, 1969, in the land records of Prince William County, Virginia, at Deed Book 508 at page 481.

WITNESS our Signatures and Seals, this 9th day of September,



Secretary

BUCK HALL PROPERTIES, INC.

By: James B. Thorsen
President

OCCOQUAN LAND INVESTMENT

Daniel K. Macklin
DANIEL K. MACKLIN, General Partner

James B. Thorsen
JAMES B. THORSEN, General Partner

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STATE OF VIRGINIA,

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10th day of June, 1973,
do hereby certify that JAMES B. THORSEN and DANIEL K. MACKLIN, President
and Secretary, respectively, of BUCK HALL PROPERTIES, INC., whose names
are signed to the foregoing instrument dated September 9, 1969,
have acknowledged the same before me in my County aforesaid.
GIVEN under my hand and seal this 9th day of September, 1969.



Matthew A. Clary, Jr.
Notary Public

STATE OF VIRGINIA,

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10th day of June, 1973,
do hereby certify that DANIEL K. MACKLIN and JAMES B. THORSEN, General
Partners of OCCOQUAN LAND INVESTMENT, whose names are signed to the
foregoing instrument dated September 9, 1969, have acknowledged
the same before me in my County aforesaid.
GIVEN under my hand and seal this 9th day of September, 1969.



Matthew A. Clary, Jr.
Notary Public

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COUNSELORS AT LAW
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ANNEX I

DESCRIPTION OF PROPERTY

OCCOQUAN FOREST SUBDIVISION.- SECTION I

TRACT 1

BEGINNING at a point on the south right-of-way line of Virginia State Route #770, said point being a common corner to MILLER; thence with the line of MILLER, N. 76° 49' 35" W. 229.76 feet to a point; thence continuing with the line of MILLER, S. 76° 36' 56" W. 489.08 feet to a point; thence continuing with the line of MILLER, N. 87° 28' re" W. 380.22 feet to a point on the North right-of-way line of Virginia State Route #663; thence with the North right-of-way line of Route #663, N. 64° 12' 07" W. 445.26 feet to a point on the OCCOQUAN RESERVOIR; thence with said RESERVOIR, the following courses and distances: N. 06° 52' 24" W. 109.81 feet, N. 58° 28' 36" E. 57.75 feet, N. 79° 34' 24" W. 65.76 feet, N. 17° 42' 24" W. 173.38 feet, N. 05° 24' 24" W. 63.53 feet, N. 07° 15' 24" W. 114.16 feet, N. 01° 11' 36" E. 82.90 feet, N. 01° 57' 36" E. 94.67 feet, N. 28° 53' 24" W. 126.87 feet, N. 29° 08' 36" E. 34.67 feet, N. 42° 38' 36" E. 11.43 feet, N. 42° 18' 19" E. 21.49 feet, N. 77° 12' 42" W. 41.01 feet, S. 83° 22' 18" W. 64.36 feet, N. 76° 45' 42" W. 109.37 feet, N. 79° 05' 42" W. 54.98 feet and N. 69° 15' 47" W. 50.54 feet to a point on the easterly right-of-way of Route #770; thence with the said easterly right-of-way and continuing with the southerly right-of-way of Route #770, the following courses and distances: N. 08° 21' 38" E. 106.23 feet, thence with a curve to the right whose radius is 570.41 feet, whose delta is 38° 03' 27", whose tangent is 196.73 feet and whose chord is 371.95 feet, with an arc distance of 378.88 feet; thence with a curve to the right whose radius is 293.00 feet, whose delta is 13° 33' 04", whose tangent is 34.81 feet and whose chord is 69.14 feet with an arc distance of 69.30 feet; thence N. 59° 58' 09" E. 44.94 feet; thence with a curve to the right whose radius is 163.00 feet, whose delta is 95° 04' 33", whose tangent is 178.12 feet, and whose chord is 240.50 feet, with an arc distance of 270.48 feet; thence S. 24° 57'

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18" E. 342.41 feet; thence with a curve to the left whose radius is 702.85 feet, whose delta is 35° 15' 04", whose tangent is 223.69 feet, and whose chord is 426.37 feet with an arc distance of 433.17 feet; thence with a curve to the left whose radius is 815.00 feet, whose delta is 20° 44' 40", whose tangent is 149.17 feet, and whose chord is 293.47 feet, with an arc distance of 295.08 feet; thence S. 80° 57' 02" E. 331.17 feet; thence with a curve to the right whose radius is 335.00 feet, whose delta is 49° 14' 57", whose tangent is 153.55 feet, and whose chord is 279.17 feet, with an arc distance of 287.95 feet; thence with a curve to the right whose radius is 785.00 feet, whose delta is 26° 34' 58", whose tangent is 185.44 feet, and whose chord is 360.95 feet with an arc distance of 364.21 feet; thence S. 05° 07' 07" E. 196.94 feet to the point of beginning, containing 34.2821 Acres.

Along with an outlot, said outlot having been previously subdivided from the original tract by the acquisition of the right-of-way for Virginia State Route #663, said outlot being described as follows:

BEGINNING at a point on the south right-of-way line of Virginia State Route #663, said point lying N. 87° 28' 54" W. 151.81 feet from a point on the north right-of-way line of Virginia State Route #663, and being common to the above-described tract and the land of MILLER; thence with the line of MILLER, N. 87° 28' 54" W. 58.62 feet to a point on the OCCOQUAN RESERVOIR; thence with said RESERVOIR, N. 53° 59' 24" W. 90.54 feet; thence continuing with the OCCOQUAN RESERVOIR, N. 43° 27' 24" W. 20.09 feet to a point on the south right-of-way line of Virginia State Route #663; thence with the south right-of-way line of Virginia State Route #663, S. 64° 12' 07" E. 161.74 feet to the point of beginning and containing 0.0468 Acres.

The total area of the tract and the outlot being 34.3289 Acres, this being the same land acquired by BUCKHALL PROPERTIES, INC. from PETER KIRBY, et als, and ERNEST M. BUCK, et als, by a Deed dated December 2, 1968 and recorded in Deed Book 486 at page 412 and a Deed dated

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April 30, 1968, and recorded in Deed Book 462 at page 82 recorded among the land records of Prince William County, Virginia.

TRACT II

BEGINNING at a point on the north right-of-way line of Virginia State Route #770, said point being a common corner to MAX BUELL; thence with the north right-of-way line of Virginia State Route #770, the following courses and distances: With a curve to the left whose radius is 365.00 feet, whose delta is $26^{\circ} 07' 29''$, whose tangent is 84.69 feet and whose chord is 164.99 feet, with an arc distance of 166.43 feet; thence N. $80^{\circ} 57' 02''$ W. 331.17 feet; thence following a curve to the right whose radius is 785.00 feet, whose delta is $20^{\circ} 44' 40''$, whose tangent is 143.68 feet, and whose chord is 282.67 feet, with an arc distance of 284.22 feet; thence following a curve to the right whose radius is 674.06 feet, whose delta is $35^{\circ} 15' 04''$, whose tangent is 214.16 feet, and whose chord is 408.20 feet, with an arc distance of 414.71 feet; thence N. $24^{\circ} 57' 18''$ E. 342.41 feet; thence following a curve to the left whose radius is 193.00 feet, whose delta is $54^{\circ} 15' 41''$, whose tangent is 98.89 feet, and whose chord is 176.02 feet, with an arc distance of 182.78 feet to a point, said point being the intersection of the north right-of-way line of Virginia State Route #770 and the east right-of-way line of a 25-foot outlet road; thence with the aforementioned right-of-way line, N. $02^{\circ} 37' 20''$ E. 15.14 feet to a point; thence through the land of OCCOQUAN LAND INVESTMENTS, the following courses and distances: Following a curve to the right whose radius is 208.00 feet, and whose delta is $54^{\circ} 51' 12''$, whose tangent is 107.94 feet, and whose chord is 191.62 feet, with an arc distance of 199.13 feet; thence S. $24^{\circ} 57' 18''$ E. 342.41 feet; thence following a curve to the left whose radius is 659.06 feet, whose delta is $35^{\circ} 15' 04''$, whose tangent is 209.39 feet, and whose chord is 399.12 feet, with an arc distance of 405.49 feet; thence following a curve to the left whose radius is 770.00 feet, whose delta is $20^{\circ} 44' 40''$, whose tangent is 140.94 feet, and whose chord is 277.27 feet, with an arc

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distance of 278.79 feet; thence S. 80° 57' 02" E. 331.17 feet; thence following a curve to the right, whose radius is 380.00 feet, whose delta is 29° 12' 49", whose tangent is 99.03 feet, and whose chord is 191.66 feet, with an arc distance of 193.75 feet to a point on the line of MAX BUELL; thence with the line of MAX BUELL, N. 66° 13' 20" W. 20.89 feet; thence continuing with the line of MAX BUELL, S. 35° 10' 27" W. 10.32 feet to the point of beginning, and containing 0.5954 Acres.

This being a portion of the land acquired by OCCOQUAN LAND INVESTMENTS from E. M. GOLDSMITH and H. B. LEWIS by Deed dated October 3, 1968 and recorded in Deed Book 480 at page 342 and by Deed dated September 17, 1968 and recorded in Deed Book 480 at page 32 recorded among the land records of Prince William County, Virginia.

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OCCOQUAN FOREST PURCHASERS' AGREEMENT TO

AND RATIFICATION OF

CORRECTED DEED OF DEDICATION

AND

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS INDENTURE, made the 9th day of September, 1969,
between BUCK HALL PROPERTIES, INC., a Virginia corporation, and DANIEL K.
MACKLIN and JAMES B. THORSEN, General Partners, trading as OCCOQUAN LAND
INVESTMENT, a Limited Partnership (hereinafter referred to as Parties of
the first part); and the undersigned, being all of the persons who have,
as of the above date, purchased, or executed contracts for the purchase
or exchange of, any interest in lots within the property effected
(hereinafter known as Parties of the second part),

WITNESSETH:

THAT the Parties, in consideration of the benefits inuring to
them, collectively and individually, and of the mutual covenants contained
herein, do hereby agree to, and do hereby ratify the correction and
modification of the Deed of Dedication, made by the Parties of the first
part on the 22nd day of May, 1969, and recorded on the 30th day of June,
1969, in the land records of Prince William County, Virginia, at Deed
Book 508 at page 481, said modification to be made by the Corrected Deed
of Dedication and the Amended Declaration of Covenants, Conditions, and
Restrictions to which this Indenture is attached, the reading and
understanding of which are hereby acknowledged; and do further agree that,
upon approval of the said Corrected Deed of Dedication and the Amended
Declarations of Covenants, Conditions, and Restrictions by the Board of
Supervisors of Prince William County, Virginia, and the recording thereof
in the land records of that County, the parties, their successors, assigns,
heirs and representatives shall be forever bound thereby.

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The Parties of the second part do hereby warrant that they are each, as of the date of signing this Indenture, the sole owners of legal title to the lot or lots specified beside their signatures.

WITNESS our signatures and seals.

PARTIES OF THE FIRST PART:



ATTEST:

Daniel K. Macklin
DANIEL K. MACKLIN
Secretary
(SEAL)

SUCK HALL PROPERTIES, INC.

James B. Thorsen
JAMES B. THORSEN
President

9/9/69
Date of Signature

OCCOQUAN LAND INVESTMENT

By: Daniel K. Macklin
DANIEL K. MACKLIN
General Partner

and
By: James B. Thorsen
JAMES B. THORSEN
General Partner

9/9/69
Date of Signature

PARTIES OF THE SECOND PART:

1. Purchasers/Contract Purchasers of Lot # 19

Charles J. Eason Arthur Eason
Husband Wife
Sept 23, 1969
Date Signed

2. Purchasers/Contract Purchasers of Lot(s) # 14

Frank P. Eason Quinn P. Eason
Husband Wife
Sept. 24, 1969
Date Signed

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3. Purchasers/Contract Purchasers of Lot (X) # 11

Michael C. Myers Bettie C. Myers
Husband Wife
Sep. 27, 1969
Date Signed

4. Purchasers/Contract Purchasers of Lot (X) # 15

Karl R. Huser Dorothy A. Huser
Husband Wife
Sep. 27, 1969
Date Signed

5. Purchasers/Contract Purchasers of Lot (X) # 3

John S. Wood Frances S. Wood
Husband Wife
Oct. 3, 1969
Date Signed

6. Purchasers/Contract Purchasers of Lot (X) # 29

Cornel Z. Porter Lillian B. Porter
Husband Wife
October 4, 1969
Date Signed

7. Purchasers/Contract Purchasers of Lot (X) # 1

William C. Porter Harriet C. Porter
Husband Wife
Oct. 5, 1969
Date Signed

8. Purchasers/Contract Purchasers of Lot (X) # 16

None Sylvia J. Tobler
Husband Wife
10-5-69
Date Signed

9. Purchasers/Contract Purchasers of Lot (X) # 2

None Paul L. Fenn
Husband Wife
October 5, 1969
Date Signed

10. Purchasers/Contract Purchasers of Lot (X) # 6

David A. Schindler Debra L. Schindler
Husband Wife
Nov 20, 1969
Date Signed

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11. Purchasers/Contract Purchasers of Lot(s) # 9&10

David J. Blackburn Vivian J. Blackburn
 Husband Wife
22 November 1969
 Date Signed

12. Purchasers/Contract Purchasers of Lot(s) # 12

Wesley H. Shepherd Norman H. Shepherd
 Husband Wife
3 Dec 1969
 Date Signed

13. Purchasers/Contract Purchasers of Lot(s) # 24

Irving Carothers Belva Carothers
 Husband Wife
Feb 5 1970
 Date Signed

14. Purchasers/Contract Purchasers of Lot(s) # 17, 18, 20 & 21

David A. Selman Joy Selman
 Husband Wife
April 28, 1970
 Date Signed

15. Purchasers/Contract Purchasers of Lot(s) # _____

 Husband Wife

 Date Signed

16. Purchasers/Contract Purchasers of Lot(s) # _____

 Husband Wife

 Date Signed

17. Purchasers/Contract Purchasers of Lot(s) # _____

 Husband Wife

 Date Signed

18. Purchasers/Contract Purchasers of Lot(s) # _____

 Husband Wife

 Date Signed

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 COUNSELORS AT LAW
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19. Purchasers/Contract Purchasers of Lot(s) # _____

Husband

Wife

Date Signed

20. Purchasers/Contract Purchasers of Lot(s) # _____

Husband

Wife

Date Signed

21. Purchasers/Contract Purchasers of Lot(s) # _____

Husband

Wife

Date Signed

22. Purchasers/Contract Purchasers of Lot(s) # _____

Husband

Wife

Date Signed

STATE OF VIRGINIA,

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10th day of June, 1973.

do hereby certify that JAMES B. THORSEN and DANIEL K. MACKLIN, President
and Secretary, respectively, of BUCK HALL PROPERTIES, INC., whose names are
signed to the foregoing instrument dated September 9, 1969,

have acknowledged the same before me in my County aforesaid.

GIVEN under my hand and seal this 9th day of September, 1969.



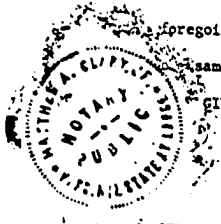
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COUNSELLORS AT LAW
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SPRINGFIELD, VA. 22150

Matthew A. Clary, Jr.
Notary Public

STATE OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10th day of June, 1973,
do hereby certify that DANIEL K. MACKLIN and JAMES B. THORSEN, General
Partners of OCCOQUAN LAND INVESTMENT, whose names are signed to the
foregoing instrument dated September 9, 1969, have acknowledged
same before me in my County aforesaid.

GIVEN under my hand and seal this 9th day of September, 1969.



Matthew A. Clary, Jr.
Notary Public

STATE OF VIRGINIA,
County of Fairfax to-wit:

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10 day of June, 1973,
do hereby certify that Charles D. Eyanson and
Judith D. Eyanson, Husband and Wife, Purchasers/Contract
Purchasers of Lot(s) # 19, whose names are signed to the foregoing
instrument dated September 9, 1969, have acknowledged the
same before me in my County aforesaid.

GIVEN under my hand and seal this 23d day of September, 1969.



Matthew A. Clary, Jr.
Notary Public

STATE OF VIRGINIA,
County of Fairfax to-wit:

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10 day of June, 1973,
do hereby certify that HARRY E. SADLER and
DIANA B. SADLER, Husband and Wife, Purchasers/Contract
Purchasers of Lot(s) # 14, whose names are signed to the foregoing
instrument dated Sept. 9, 1969, have acknowledged the same before
me in my County aforesaid.

GIVEN under my hand and seal this 24th day of Sept., 1969.

SCOTT, BLACKBURN,
CLARY & SCHONBERGER
ATTORNEYS AND
COUNSELORS AT LAW
880 BLAND STREET
SPRINGFIELD, VA. 22150



Scott, Blackburn, Clary & Schonberger
Notary Public

STATE OF VIRGINIA,
to-wit:
Fairfax County

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10th day of June, 1973.
do hereby certify that Michael C. Myers and
Bettie C. Myers, Husband and Wife, Purchasers/Contract
Purchasers of Lot # 11, whose names are signed to the foregoing
instrument dated Sept 9, 1969, have acknowledged the same before
me in my County aforesaid.

GIVEN under my hand and seal this 27th day of September, 1969.

Matthew A. Gandy
Notary Public

STATE OF VIRGINIA,
to-wit:
Co. OF Fairfax

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10th day of June, 1973.
do hereby certify that Karl R. Heiser and
Nancy A. Heiser, Husband and Wife, Purchasers/Contract
Purchasers of Lot # 15, whose names are signed to the foregoing
instrument dated Sept 9, 1969, have acknowledged the same before
me in my County aforesaid.

GIVEN under my hand and seal this 27th day of September, 1969.

Matthew A. Gandy
Notary Public

STATE OF VIRGINIA,
to-wit:
County OF Fairfax

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 8th day of May, 1972.
do hereby certify that PETER P. WEED and
FRANCES S. WEED, Husband and Wife, Purchasers/Contract
Purchasers of Lot (d) # 3, whose names are signed to the foregoing
instrument dated Sept. 9, 1969, have acknowledged the same
before me in my County aforesaid.

GIVEN under my hand and seal this 3rd day of October, 1969.

James R. Schuttsch
Notary Public

SCOTT, BLACKBURN,
CLARY & SCHONBERGER
ATTORNEYS AND
COUNSELLORS AT LAW
603 BLAND STREET
SPRINGFIELD, VA. 22151

JAMES M. WHITLOCK
NOTARY PUBLIC
CLYDE

STATE OF VIRGINIA,

To-wit:

County of Fairfax.

500 555 77 795

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 7th day of May, 1972,
do hereby certify that Carroll T. Porter and
Lillian B. Porter, Husband and Wife, Purchasers/Contract
Purchasers of Lot(s) 2A, whose names are signed to the foregoing
instrument dated September 27, 1969, have acknowledged the same
before me in my County aforesaid.

GIVEN under my hand and seal this 4th day of October, 1969.

James W. [Signature]
Notary Public
FAIRFAX COUNTY, VIRGINIA

STATE OF VIRGINIA,

To-wit:

County of Prince William.

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10th day of June, 1973,
do hereby certify that William [Signature] and
Harriet C. [Signature], Husband and Wife, Purchasers/Contract
Purchasers of Lot(s) 1, whose names are signed to the foregoing
instrument dated September 9, 1969, have acknowledged the same
before me in my County aforesaid.

GIVEN under my hand and seal this 5th day of October, 1969.

NOTARY PUBLIC
PRINCE WILLIAM COUNTY, VIRGINIA

Matthew A. [Signature]
Notary Public

STATE OF VIRGINIA,

To-wit:

County of Prince William.

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10th day of June, 1973,
do hereby certify that Sylvia J. Tobias and [Signature]
[Signature], Husband and Wife, Purchasers/Contract
Purchasers of Lot(s) 16, whose names are signed to the foregoing
instrument dated September 9, 1969, have acknowledged the same before
me in my State aforesaid.

GIVEN under my hand and seal this 5th day of October, 1969.

STATE OF VIRGINIA
COUNTY OF PRINCE WILLIAM
NOTARY PUBLIC

Matthew A. [Signature]
Notary Public

NO 533 vs 796

STATE OF VIRGINIA,

County of Prince William

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10th day of June, 1973,

do hereby certify that Janet L. Davis and
a female sole, Husband and Wife, Purchasers/Contract

Purchasers of Lot(s) 9, 2, whose names are signed to the foregoing
instrument dated September 9, 1969, have acknowledged the same
before me in my State aforesaid.

GIVEN under my hand and seal this 5th day of October, 1969.

Matthew A. Blaylock
Notary Public

STATE OF VIRGINIA,

County of Fairfax

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10 day of June, 1973,

do hereby certify that Harold A. Schmitberger and
Dixie L. Schmitberger, Husband and Wife, Purchasers/Contract

Purchasers of Lot(s) 9, 6, whose names are signed to the foregoing
instrument dated September 9, 1969, have acknowledged the same before
me in my State aforesaid.

GIVEN under my hand and seal this 3rd day of November, 1969.

Matthew A. Blaylock
Notary Public

STATE OF VIRGINIA,

County of Fairfax

I, the undersigned Notary Public in and for the County and State,
whose commission expires on the 10th day of June, 1973,

do hereby certify that Doreen T. Matthews and
Vivian O. Matthews, Husband and Wife, Purchasers/Contract

Purchasers of Lot(s) 9, 10, whose names are signed to the foregoing
instrument dated September 9, 1969, have acknowledged the same
before me in my County aforesaid.

GIVEN under my hand and seal this 22th day of November, 1969.

Matthew A. Blaylock
Notary Public

STATE OF VIRGINIA,

NO. 333 - 797

County of Fairfax

I, the undersigned Notary Public in and for the County and State, whose commission expires on the 10th day of June, 1979, do hereby certify that Wesley H. Shepherd and Donna Shepherd, Husband and Wife, Purchasers/Contract Purchasers of Lot(s) 12, whose names are signed to the foregoing instrument dated September 9, 1969, have acknowledged the same before me in my County aforesaid.

GIVEN under my hand and seal this 31st day of December, 1969.

Matthew D. Clapp
Notary Public

STATE OF VIRGINIA,

County of Fairfax

I, the undersigned Notary Public in and for the County and State, whose commission expires on the 10th day of June, 1979, do hereby certify that Jerry Cavethers and Peter Cavethers, Husband and Wife, Purchasers/Contract Purchasers of Lot(s) 24, whose names are signed to the foregoing instrument dated September 9, 1969, have acknowledged the same before me in my County aforesaid.

GIVEN under my hand and seal this 5th day of February, 1970.

Matthew D. Clapp
Notary Public

STATE OF NEW YORK

County of Queens

I, the undersigned Notary Public in and for the County and State, whose commission expires on the 31st day of March, 1971, do hereby certify that Peter & Joyce Sherman and

Husband and Wife, Purchasers/Contract Purchasers of Lot(s) 2112-2113, whose names are signed to the foregoing instrument dated September 4, 1969, have acknowledged the same before me in my County aforesaid.

GIVEN under my hand and seal this 30th day of April, 1970.

Matthew D. Clapp
Notary Public

State of New York
County of Queens

18063

Alexander A. Orlov, Clerk of the County of Queens, and Clerk of the Supreme Court in and for said county, do hereby certify that

Wherefore is referred to the instrument original instrument has been examined and qualified as a JOINT PUBLIC

and has that the foregoing signature in this office is a true and correct copy of the original instrument and that the same is a true and correct copy of the original instrument and that the same is a true and correct copy of the original instrument

IN WITNESS WHEREOF, I have hereunto set my hand and seal at the County of Queens, New York, this 30th day of April, 1970.

in the Clerk's Office of the Circuit Court of Prince William County, Virginia, this 10th day of April, 1970, at which time the instrument was received and the certificates annexed, admitted to record.

Testes

Richard L. Thomas, Clerk