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SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

HAZEL, BECKHORN AND HANES
P.O. Box 547
Fairfax, Virginia 22030
(SULSA 50512 aph)

THIS SUPPLEMENTARY DECLARATION is made this 19th day of November, 1986, by SULLY STATION ASSOCIATES, a Virginia general partnership, hereinafter called Developer.

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein become subject to the Sully Station Declaration of Covenants and Restrictions and also become subject to the provisions hereinafter set forth.

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Sully Station Declaration of Covenants and Restrictions, dated March 13, 1986, and recorded in Deed Book 6334, at page 850, and restated and amended in Deed Book 6507, at page 87, among the land records of Fairfax County, Virginia, and subject to the covenants, restrictions, easements, charges, and liens set forth hereinafter.

ARTICLE I

CLUSTER DESIGNATION

Lots Seven Hundred (700) through Seven Hundred Forty-nine (749), inclusive, and Lots Eight Hundred Ten (810) through Eight

Hundred Nineteen (819), inclusive, and Parcel T, Section Eleven (11), Sully Station, as duly dedicated, platted, subdivided, and recorded in Deed Book 6815, at page 265, of the aforesaid land records, are hereby designated as a Cluster of Sully Station Community Association and shall be known as Braywood Cluster.

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots Seven Hundred (700) through Seven Hundred Forty-nine (749), inclusive, and Lots Eight Hundred Ten (810) through Eight Hundred Nineteen (819), inclusive, and Parcel T, Section Eleven (11), Sully Station.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Limits, or land which is contiguous thereto, may be added to this Cluster by the Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record a Supplementary Declaration with respect to such land which designates it as part of the Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to or both sides of an area dedicated to public use.

ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the

members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and designated in the Governing Documents, providing services to the units, such as trash removal, and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be One Hundred Twenty Dollars ($120.00).

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than twelve percent (12%) of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the period beginning with the last month of the fiscal year in which the current maximum was established and ending five (5) months prior to the start of the next fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of two-thirds (2/3) of the votes of a Special Quorum of Owners who own Lots in the Cluster.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster and collected and disbursed by the Association. As provided in the Declaration, by a vote of a majority of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Cluster.

Section 6. Recreational Facilities. The Cluster Assessment for the Braywood Cluster shall include the annual charge for Recreational Facilities operated by the Association.

ARTICLE IV

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved, and

devoted exclusively to residential use, except such home occupations permitted by Fairfax County, subject to reasonable rules to prevent unreasonable adverse impact on adjacent Lots and Living Units. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(b) Parking of all commercial and recreational vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the Architectural Review Board or in areas approved by the Association

for such parking. No such area for approved parking is currently contemplated by the Association.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, unless approved in writing by the Architectural Review Board. It is initially contemplated that no exterior clothes lines or other exterior clothes drying apparatus will be permitted.

Section 6. Antennae. Exterior television or other antennae are prohibited, unless approved in writing by the Architectural Review Board. It is initially contemplated that no exterior antennae of any kind will be permitted.

Section 7. Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned in violation of Fairfax County law.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written approval of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material, and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on Fairfax County approved site plans may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including, but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Regulations and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as Sully Station Associates, or a Builder are engaged in developing or improving any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection, and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

ARTICLE V

COMMON DRIVEWAYS

Section 1. Definitions.

(a) "Common Driveways" shall be the areas within the Ingress and Egress Easements as shown on the plats of the Properties

attached to the Deeds of Dedication, Subdivision, and Easement for lots in Braywood Cluster.

(b) "Affected Lots" shall be lots served by a Common Driveway. The following Lots are hereby designated as "Affected Lots": Lots Seven Hundred Five (705) through Seven Hundred Eight (708), inclusive, Lots Seven Hundred Thirty-two (732) through Seven Hundred Thirty-four (734), inclusive, and Lots Seven Hundred Forty-two (742) through Seven Hundred Forty-five (745), inclusive.

Section 2. Restrictions.

(a) Common Driveways shall be used exclusively for the purpose of ingress and egress to the Affected Lots served by the individual Ingress and Egress Easements;

(b) No act shall be performed by any Member, their tenants, guests, or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other authorized Member in and to a Common Driveway or an Affected Lot.

(c) There shall be no parking within Common Driveways at any time except for delivery and/or emergency vehicles, unless the Board, by Resolution, determines otherwise upon petition of an Owner of an Affected Lot.

Section 3. Damage or Destruction. In the event that any Common Driveway is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of Member or any of his agents, or guests, or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of

such Member to rebuild and repair the Common Driveway without cost to the other Owners of Affected Lots for that Driveway.

(b) other than by the act of Member, his agents, guests, or family, it shall be the obligation of all Owners of Affected Lots for that Common Driveway to rebuild and repair such Common Driveway at their joint and equal expense.

Section 4. Maintenance Escrow.

(a) For the purpose of meeting the cost of rebuilding and repairing a Common Driveway, each Affected Lot shall be subject to a maximum annual charge of $33.00 per year. This maximum annual charge may be raised by five percent (5%) each fiscal year by the Board of Trustees.

(b) The failure of any Owner to pay the annual charge within thirty (30) days from the start of each fiscal year shall result in a Restoration Assessment being levied against his Lot.

(c) The Association shall hold the annual charge in escrow and shall maintain a separate accounting for the escrowed funds for each Common Driveway.

(d) The escrowed funds will be disbursed at the request of a majority of the Owners of the Affected Lots served by a Common Driveway. If escrowed funds are not adequate to pay all costs of rebuilding and repair, all affected Owners shall equally pay the excess costs.

(e) If the Owners of Affected Lots do not perform all necessary rebuilding and repairs to any Common Driveway, the Association may do so as their agent, using the funds escrowed for that Common Driveway and such Restoration Assessments against the Affected Lots as may be needed to cover the cost of the work.

ARTICLE VI

RESERVATION OF POWER OF ATTORNEY TO GRANT EASEMENTS

There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Lots and Parcels subject to this Supplementary Declaration, to grant easements required by a Government Agency or Authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from date hereof, or until the earlier release of all public improvement bonds and acceptance of streets for public maintenance concerning the Lots and Parcels subject to this Supplementary Declaration.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in Braywood Cluster. A termination must be approved by Fairfax County and be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class B Members, if any, and by the Owners of not less than seventy-five percent (75%) of the Lots in Braywood Cluster, provided, however, that the Developer shall not amend or remove this Declaration without the consent of Sully Station Community Association and an Owner, other than Developer and Sully Station Community Association, of at least one Lot in Braywood Cluster. Any amendment must be recorded to become effective.

As long as the Class B membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Property in Braywood Cluster.

Section 3. Enforcement. The Association, any Member within Braywood Cluster or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure 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 wise affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Sully Station Declaration of Covenants and Restrictions.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending, or vacating the provisions of the Code of Fairfax County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, SULLY STATION ASSOCIATES has caused this Supplementary Declaration of Covenants and Restrictions to be executed by its duly authorized General Partner.

SULLY STATION ASSOCIATES

By: Kettler and Scott, Inc.,
General Partner

By: _____
President

STATE OF VIRGINIA
COUNTY OF Fairfax, to wit:

I, the undersigned, a notary public in and for the state and county aforesaid whose commission expires on the 28th day of April, 1990, do hereby certify that ROBERT C. KETTLER as President of Kettler & Scott, Inc., as General Partner, of SULLY STATION ASSOCIATES, whose name is signed to the foregoing Supplementary Declaration of Covenants and Restrictions, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 19th day of NOVEMBER, 1986.

_____
Notary Public

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