

This Easement Agreement made this 17<sup>th</sup> day of May, 1974, by and between STANLEY MARTIN COMMUNITIES, INC., a Maryland corporation, hereinafter referred to as "Communities"; REFLECTION HOMES ASSOCIATION, a Virginia non-stock corporation, hereinafter referred to as "Association"; A & A HOMES, INC., a Virginia corporation, hereinafter referred to as "A & A"; LAKE HOMES ASSOCIATION, a Virginia non-stock corporation, hereinafter referred to as "Lake"; and LAKEVIEW LIMITED PARTNERSHIP, a Virginia limited partnership, hereinafter referred to as "Lakeview".

W I T N E S S E T H :

WHEREAS, Communities is the owner and developer of Sections 5, 6, 7, 7A, 8 and 9, Reflection Lake, as the same are duly dedicated, platted and recorded, respectively, in Deed Book 3801, at page 399, (Section 5); Deed Book 3647, at page 132, (Sections 6 and 7A); and Deed Book 3703, at page 126, (Sections 7, 8 and 9); of the land records of Fairfax County, Virginia; and

WHEREAS, Association is the owner of Parcel G, Section 6 and Parcels K, H and N, Sections 7, 8 and 9, respectively, Reflection Lake, having acquired title thereto by Deeds of Dedication and Subdivision recorded respectively in Deed Book 3647, at page 132, (Section 6), and Deed Book 3703, at page 126, (Sections 7, 8 and 9), of the land records of Fairfax County, Virginia; and

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WHEREAS, A & A is the owner and developer of Section 10, Reflection Lake, as the same is duly dedicated, platted and

recorded in Deed Book 3646, at page 631, of the land records of Fairfax County, Virginia; and

WHEREAS, Lake is the owner of Parcel 0, Section 10, Reflection Lake, having acquired title thereto by a Deed of Dedication and Subdivision recorded in Deed Book 3646, at page 631, of the land records of Fairfax County, Virginia; and

WHEREAS, Lakeview is owner and developer of Sections 3 and 4, Reflection Lake, as the same are duly dedicated, platted and recorded in Deed Book 3401, at page 93, of the land records of Fairfax County, Virginia; and

WHEREAS, it is the desire and intent of Communities to construct on the real property described in Exhibit "A" attached hereto a swimming pool, bath house, tennis courts and other facilities for the use and benefit of those owners and tenants of those Living Units located in Sections 5, 6, 7, 7A, 8, 9 and 10, inclusive, Reflection Lake, and to convey unto the Association Lots 313, 314, 324 and 325, inclusive, Section 6, Reflection Lake; and

WHEREAS, it is the desire and intent of the parties hereto that the swimming pool, bath house, tennis courts and other facilities be for the mutual non-exclusive benefit of those owners and tenants of the Living Units located on the lots in Sections 5, 6, 7, 7A, 8, 9 and 10, inclusive, Reflection Lake;

subject, however, to the covenants, easements, charges and liens established by this Easement Agreement which shall be covenants running with the land and shall extend to and inure to the benefit of and be binding upon each owner of an interest in the real property described herein, and such owners' personal representatives, heirs, successors and assigns; and

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WHEREAS, it is the desire and intent of the parties hereto to grant unto Lakeview, its successors and assigns, the right to the use of the Recreation Facilities, as hereinafter defined, subject to the conditions precedent as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby covenant and agree, for themselves and their respective successors and assigns, as follows:

1. Definitions.

The following words when used in this Agreement or any amendment hereto (unless the context shall prohibit) shall have the following meanings:

(a) "Boards" shall mean and refer to the Board of Directors of Association and the Board of Directors of Lake.

(b) "Committee" shall mean and refer to the Recreation Committee, as herein constituted.

(c) "Living Unit" shall mean and refer to a building or part of a building constructed or to be constructed on the Properties (as hereinafter defined), designed and intended for use and occupancy as a residence by a single family, but no building or part thereof shall be deemed to be a Living Unit until the construction has been completed and the Living Unit is first occupied.

(d) "Membership" shall mean and refer to the right to the use of the Recreation Facilities and the rights, privileges, easements and conditions appurtenant thereto, including the obligation to contribute to the operating expenses attrib-

able to the Recreation Facilities.

(e) "Mortgage" shall mean and refer to any mortgage, deed of trust or similar instrument granted as security for the performance of any obligation.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Living Unit, but shall not mean or refer to (i) any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure, or (ii) any other person or entity who holds an interest in a Living Unit, merely as security for the performance of an obligation.

(g) "Recreation Area" shall mean and refer to the real property described in Exhibit "A" attached hereto and made a part hereof.

(h) "Recreation Facilities" shall mean and refer to the swimming pool, bath house, tennis courts and all other facilities constructed or to be constructed on the Recreation Area described in Exhibit "A" attached hereto and made a part hereof.

(i) "Properties" shall mean and refer to Section I, Section II, and Section III.

(j) "Section I" shall mean and refer to the real property located in Fairfax County, Virginia, which is more particularly described in Exhibit "C" attached hereto and made a part hereof.

(k) "Section II" shall mean and refer to the real property located in Fairfax County, Virginia, which is more particularly described in Exhibit "D" attached hereto and made a

part hereof.

(1) "Section III" shall mean and refer to the real property located in Fairfax County, Virginia, which is more particularly described in Exhibit "E" attached hereto and made a part hereof.

2. Easement for Use of Recreation Area and Recreation Facilities:

Association and Lake hereby establish, create and grant to each Owner of a Living Unit in Sections I and II Memberships and mutual, non-exclusive rights, privileges and easements of enjoyment on equal terms, in common with all other Owners of Living Units, in and to the use of the Recreation Area and the Recreation Facilities. The Memberships and easements created by this Section shall be subject to the right of the Committee to (i) establish reasonable rules and regulations for the use of the Recreation Area and the Recreation Facilities which shall be applied on a uniform and nondiscriminatory basis to all Owners of Living Units, and (ii) suspend the rights of any Owner of a Living Unit to use and enjoy the Recreation Area and the Recreation Facilities for any period during which any assessment for operating expenses remains unpaid for more than thirty (30) days. The Recreation Area and the Recreation Facilities are intended to be devoted to the common use and enjoyment of the Owners of the Living Units, who use and enjoy the same, and their permitted delegates.

3. Easement for Access to Recreation Area.

Association and Lake hereby establish, create and grant to each Owner of a Living Unit in Sections I and II mutual, non-exclusive rights, privileges and easements on equal terms,

in common with all other Owners of Living Units, for ingress to and egress from the Recreation Area over and across the real property described in Exhibit "A" attached hereto and made a part hereof in order to gain access to the Recreation Area and the Recreation Facilities. The easements created by this Paragraph shall be subject to the right of the Committee to establish reasonable rules and regulations for the use of the roadways and walkways which shall be applied on a uniform and nondiscriminatory basis to all Owners of Living Units. The Committee shall be charged with the duty and obligation, at its expense, of maintaining, repairing and replacing the surface of all roadways and walkways in and appurtenant to the Recreation Area and keeping the same free from snow, ice and other obstructions.

4. Use of Recreation Facilities: Delegation of Easements.

(a) Each Owner of a Living Unit in Sections I and II shall be entitled to use and enjoy the rights, privileges and easements referred to in Paragraphs 2 and 3 hereof; and, the execution and acceptance of this Easement Agreement or the acceptance of a Deed to a Living Unit by an Owner shall be deemed an adoption of the obligation, covenants, terms and conditions imposed by this Agreement, including the obligation to contribute to the operating expenses of the Recreation Area and the Recreation Facilities.

(b) The Memberships and easements referred to in Paragraphs 2 and 3 hereof shall be appurtenant to and shall pass with the title to each Living Unit. An Owner of a Living Unit

may delegate his rights to the use and enjoyment of, and access to, the Recreation Area and the Recreation Facilities granted under Paragraphs 2 and 3 to the members of his family, tenants, contract purchasers who reside in such Living Units or to such other persons as may be permitted from time to time by the Committee.

5. Easement of Access for Repair.

The Committee, or its authorized agents or employees, shall have an easement over, under, in, on and through the Recreation Area for the inspection, maintenance, repair, replacement and reconstruction of the Recreation Area and the Recreation Facilities.

6. The Recreation Committee.

(a) Number and Qualification. The Committee shall be composed of eight (8) members who need not be an Owner of a Living Unit. Association shall appoint six (6) members; and Lake shall appoint two (2) members. The respective Boards shall appoint their members pursuant to their local policies and procedures and for such term and under such conditions as they might designate.

(b) Removal of Members and Vacancies. The respective Boards shall remove members and fill vacancies on the Committee pursuant to their local policies and procedures.

(c) Compensation. No member shall receive compensation for any service he may render to the Committee. However, any member may be reimbursed for his actual expenses incurred in the performance of his duties.

(d) Chairman. The Committee shall elect a Chairman

from its membership at its initial meeting who shall serve in that capacity until the next December 31. Then, each year on or before December 31, the Committee shall elect a new Chairman for a term of twelve (12) months commencing on January 1 \_\_\_\_\_ of the following year. The Chairman shall execute documents on behalf of the Committee.

(e) Regular Meetings. Regular meetings of the Committee may be held at such time and place as shall be determined from time to time by a majority of the members but at least two meetings shall be held during each fiscal year. Notice of regular meetings of the Committee shall be given to each member by the Chairman personally or by mail at least fifteen (15) days but not more than fifty (50) days prior to the day named for such meeting.

(f) Special Meetings. Special Meetings of the Committee shall be held when called by the Chairman or by three (3) members upon fifteen (15) days written notice to each member stating the time, place and purpose of the meeting.

(g) Waiver of Notice. Before or at any meeting of the Committee, any member may, in writing, waive notice of such meeting and such waiver shall be determined equivalent to the giving of such notice. Attendance by a member at any meeting of the Committee shall be deemed a waiver of notice by him of the time and place of the meeting.

(h) Quorum. At all meetings of the Committee, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority, except as herein provided, of the members present at the meeting at which a quorum



is present shall be deemed the acts of the Committee. If any meeting of the Committee cannot be organized because a quorum is not in attendance, the Committee members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

(i) Action Taken Without a Meeting. The members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the members. Any action so approved shall have the same effect as though taken at a meeting of the Committee.

(j) Powers and Duties The Committee shall have the powers and duties necessary for the management, operation, and maintenance of grounds, including all necessary replacements of the Recreation Area and Recreation Facilities in accordance with the provisions contained herein.

The Committee shall have further power:

(1) to adopt and publish rules and regulations covering the use of the Recreation Area and Recreation Facilities and the personal conduct of the Owners of the Living Units thereon, and to establish penalties for the infractions thereof;

(2) to maintain actions in courts of law and equity and to file or otherwise perfect liens all in its name and as a representative of the parties to this Agreement;

(3) to enter into management agreements with third parties to facilitate efficient operation of the Recreation Area and Recreation Facilities. It shall be the primary purpose

of such management agreements to provide for the administration, maintenance, repair, replacement and operation of the Recreation Area and Recreation Facilities. The terms of said management agreements shall be as determined by the Committee to be in the best interests of all parties to this Agreement and shall be subject in all respects to this Agreement.

It shall be the further duty of the Committee:

(1) to cause to be kept a complete record of all its accounts and affairs and to present a statement thereof to any of the parties to this Agreement upon written request;

(2) to fix the amount of the annual assessment against each Owner of each Living Unit at least thirty (30) days in advance of each assessment period;

(3) to deliver a written notice of each assessment to every Owner of a Living Unit at least thirty (30) days in advance of each annual assessment period;

(4) to issue upon demand by the Owner of a Living Unit at any time a certificate setting forth whether the assessments on such Owner's Living Unit have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid;

(5) to procure and maintain insurance and perform all functions related thereto as provided for and in accordance with the terms of this Agreement;

(6) to take the necessary actions for the transfer of Memberships in accordance with the provisions of Paragraphs 17 and 18 in the event Lakeview satisfies the conditions precedent contained in Paragraph 16(a), (b) and (c).

(7) to cause such members having fiscal responsibility to be bonded, as it may deem appropriate; and

(8) to cause the Recreation Area and Recreation Facilities to be maintained.

7. Determination of Operating Expenses.

(a) The Recreation Area and the Recreation Facilities shall be operated on a Fiscal Year which shall consist of the twelve (12) month period commencing on April 1 of each year and terminating on March 31 of the following year, hereinafter referred to as "Fiscal Year".

(b) Each year on or before January 30 the Committee shall prepare and adopt a budget containing an estimate of the total amount which they consider necessary to pay the cost of maintenance, management, operation, repair and replacement of the Recreation Area and the Recreation Facilities and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be the Operating Expenses by this Agreement or by the Committee, and which will be required during the ensuing Fiscal Year for the administration, operation, maintenance and repair of the Recreation Area and the Recreation Facilities. Such budget shall also include such reasonable amounts as operating reserve and a reserve for contingencies and replacements. The Committee shall send to each Owner of a Living Unit a copy of the budget, in a reasonably itemized form which sets forth the amount of the Operating Expenses payable by such Owner, on or before February 15 preceding the Fiscal Year to which the budget applies. The said budget shall constitute the basis for determining each Owner's contribution for Operating Expenses. In no event shall the initial total maximum annual assessment for the Recreation Area and Recreation Facilities exceed Ninety Dollars (\$90.00) per Living Unit. The total maximum annual assessment may be increased each year not more than six percent (6%) above the total maximum assessment for the previous year by

the Committee. In the event that the Committee shall determine that the budget requires a larger total maximum annual assessment than provided for above, the Committee shall submit the budget and request for a larger total maximum annual assessment to all the Owners of Living Units and the affirmative vote of two-thirds (2/3) of the Owners of all Living Units shall be necessary to implement the Committee request.

(c) The total amount of the estimated funds required for the operation of the Recreation Area and the Recreation Facilities set forth in the budget for the Fiscal Year adopted by the Committee shall be assessed against each Owner of a Living Unit, in the proportion which the number of Living Units owned by him bears to the number of Living Units owned by all Owners, and shall be a lien against such Owner's Living Unit as of the first day of each Fiscal Year to which such budget applies. Each Owner of a Living Unit shall be obligated to pay the amount of the assessment for such Fiscal Year made pursuant to the foregoing provisions in twelve (12) equal monthly installments beginning on the first of April. Within sixty (60) days after the end of each Fiscal Year, the Committee shall furnish to each Owner of a Living Unit an itemized accounting of the Operating Expenses for such Fiscal Year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Committee for such Fiscal Year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves may be expended or added to the reserves as the Committee shall determine; however, at the option of the Committee, such excess may either be refunded to each Owner in proportion to such Owner's pro-rata share of contribution for

Operating Expenses or be credited accordingly to each Owner's pro-rata share to the next installments due from Owners of Living Units under the budget for the next Fiscal Year or under any special assessment thereafter made, until exhausted. Any net shortage shall, if the Committee deems it advisable, be payable by each Owner, according to his pro-rata share, on demand or in installments.

(d) Assessments shall be set so as to build up and maintain reasonable reserves for operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Owner's assessment, the Committee may at any time levy a further assessment, which shall be assessed against each Owner of a Living Unit in the proportion which the number of Living Units owned by him bears to the number of Living Units owned by all Owners, and which may be payable in a lump sum or in installments as the Committee may determine. The Committee shall serve notice of any such further assessment on each Owner of a Living Unit by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective upon the delivery or mailing of such notice of further assessment. Each Owner of a Living Unit shall be obligated to pay the adjusted amount of such assessment, on demand or in installments at the option of the Committee.

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(e) The failure or delay of the Committee to prepare or adopt the annual budget for any Fiscal Year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Operating Expenses as herein provided, whenever the same shall be determined, and in the

absence of any annual budget or adjusted budget and assessment, each Owner of a Living Unit shall continue to pay the monthly installments at the then existing rate established for the previous fiscal period until the payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

(f) All sums collected by the Committee with respect to assessments against the Owners of Living Units may be commingled into a single fund, but shall be held for each Owner in accordance with the number of Living Units owned by him.

(g) If, by reason of new construction, the number of Living Units contained in the Properties increases after an assessment of Operating Expenses has been made for a Fiscal Year, the Owners thereof shall be assessed on a pro-rata basis for that portion of the Fiscal Year they have owned the Living Unit, and shall commence paying equal monthly installments on that amount immediately. For purposes of determining the ownership of a Living Unit for the assessment, the settlement date shall be deemed the initial day of ownership. This assessment shall be a lien against the Living Unit as of the settlement date.

(h) In the event Lakeview satisfies the conditions precedent contained in Paragraph 16, the Committee shall prepare and adopt two budgets and make two separate assessments as provided in Paragraph 19 below.

(i) For purposes of this Agreement, the term "Operating Expenses" shall mean and include:

(i) all expenses of administration, operation, maintenance, repair or replacement of the Recreation Area and the Recreation Facilities; (ii) real estate taxes and assessments with respect to the Recreation Area and the Recreation Facilities;

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(iii) Premiums for insurance against physical damage to the Recreation Facilities and liability insurance covering injury to persons or property on the Recreation Area or using the Recreation Facilities; (iv) all other expenses declared Operating Expenses by the provisions of this Agreement; and (v) all other sums lawfully assessed against the Owners of Living Units by the Committee.

(j) Operating Expenses shall not include any portion of the costs of initial construction of the swimming pool, bath house, tennis courts and other Recreation Facilities, whether such costs are direct or indirect.

(k) All assessments made against the Owners of Living Units under this Agreement shall be paid by such Owners to the agent from time to time designated by the Committee pursuant to the provisions of Paragraph 10.

8. Payment of Operating Expenses.

The Owner of each Living Unit shall be obligated to pay the Operating Expenses assessed by the Committee pursuant to the provisions of Section 7. Except as provided in Paragraph 17 below, no Owner of a Living Unit may exempt himself from liability for his contribution toward Operating Expenses by waiver of the use of enjoyment of any of the Recreation Area and the Recreation Facilities or by abandonment of his Living Unit. No Owner shall be liable for the payment of any part of the Operating Expenses assessed against him with respect to a Living Unit subsequent to a sale, transfer or other conveyance by him of such Living Unit. The purchaser of a Living Unit shall be entitled to a statement from the Committee (or their designated agent) setting forth the amount of any unpaid assessments against the selling Owner and such purchaser shall not be liable for, nor shall the Living Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and

provided that if a mortgagee or other purchaser of a Living Unit obtains title to the Living Unit as a result of a foreclosure of a mortgage, such mortgagee or purchaser shall not be liable for, and such Living Unit shall not be subject to, a lien for the payment of Operating Expenses assessed prior to the acquisition of title to such Living Unit by such mortgagee or purchaser pursuant to the foreclosure sale. The unpaid share of Operating Expenses assessed prior to the acquisition of title to such Living Unit by such mortgagee or purchaser pursuant to the foreclosure sale shall be collectible from all Owners of Living Units, including the mortgagee or purchaser at the foreclosure sale, in proportion to their respective Living Units.

9. Additions, Alterations or Improvements.

Whenever, in the judgment of two-thirds of the Committee, the Recreation Area or the Recreation Facilities shall require additions, alterations or improvements, the Committee shall be charged with the duty and obligation to make such additions, alterations or improvements and the cost thereof shall be assessed against each Owner of a Living Unit as an Operating Expense, which shall be payable on demand, or in installments at the option of the Committee.

10. Designation of Agent.

The Committee shall from time to time designate an agent, who need not be an Owner of a Living Unit, to collect the assessments from Owners pursuant to Paragraphs 7, 8 and 9 to provide the statements of unpaid assessments required by Paragraph 6. Each Owner of a Living Unit shall be notified in writing of the



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name and address of the agent designated by the Committee promptly after his appointment.

11. Insurance.

(a) Throughout the term of this Agreement, the Committee shall keep and maintain policies of (i) insurance on the Recreation Facilities against loss or damage by fire and against loss or damage by other risks now embraced by the so-called broad form extended coverage endorsement in an amount not less than the then full insurable value of the Recreation Facilities. The term "full insurable value" shall mean actual replacement value (exclusive of cost of excavation, foundations and footings). Such "full insurable value" shall be determined from time to time at the request of the Committee (but not more than once a year), by one of the insurers or by an appraiser, engineer, architect or contractor selected by the Committee; (ii) general public liability insurance protecting and indemnifying the Association, Lake and the Owners of all Living Units against any and all claims for damages to person or property or for loss of life or of property occurring upon, in, or about the Recreation Area and the Recreation Facilities and the adjoining streets and passageways, such insurance to afford immediate protection to the limit of not less than \$500,000 in respect of bodily injury or death to any one person, and to the limit of not less than \$2,000,000 in respect of any one accident or occurrence and to the limit of not less than \$50,000 for property damage; and, (iii) such other insurance on the Recreation Facilities and in such amounts as may from time to time be reasonably required by the

Committee against other insurable hazards which at the time are commonly insured against in the case of premises used for similar purposes.

(b) All insurance provided for in subsection (a) shall be effected under standard form policies issued by insurers of recognized responsibility, authorized to do business in the State of Virginia, which are well rated by national rating organizations. Any policies of insurance of the character described in subparagraphs (i) and (iii) of subsection (a) shall expressly provide that any losses thereunder shall be adjusted with the Committee. All such insurance shall be carried in the names of the Owners of the Properties and loss thereunder shall be payable as provided in subsection (e).

(c) Upon the completion of the initial construction of the Recreation Facilities, and thereafter not less than thirty (30) days prior to the expiration dates of the expiring policies theretofore furnished pursuant to this Paragraph, originals or duplicate originals of the policies, bearing notations evidencing the payment of premiums or accompanied by other satisfactory evidence of such payment, shall be delivered by the Committee to all Owners of the Properties.

(d) Each policy delivered hereunder shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be cancelled without at least thirty (30) days prior written notice to all Owners of the Properties named in such policy.

(e) The proceeds of any insurance required to be maintained by Paragraphs (i) and (iii) of subsection (a), or any award payable, in connection with a taking referred to in Paragraph 13, shall be payable to the Committee which proceeds shall be received in trust for the purpose of paying the cost of restoration as required by Paragraph 12.

12. Damage or Destruction.

(a) If, at any time during the term of this Agreement, the Recreation Facilities or any part thereof shall be damaged or destroyed by fire or other casualty (including any casualty for which insurance coverage was not obtained or obtainable) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, the Committee shall be charged with the duty and obligation to proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of adjusting such loss) to repair, alter, restore, replace or rebuild the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction, subject to such changes or alterations as may be approved by two-thirds of the Committee. Such repairs, alterations, restoration, replacement or rebuilding, including such changes and alterations as aforementioned and including temporary repairs or the protection of other property pending the completion of any thereof, are sometimes referred to in this Paragraph and in Paragraph 13 as the "Work".

(b) All insurance money paid on account of such damage or destruction under the policies of insurance provided for in Paragraph 11, less the cost, if any, incurred in connection

with the adjustment of the loss and the collection thereof (herein sometimes referred to as the "insurance proceeds"), shall be paid to the Committee and shall be applied by the Committee to the payment of the cost of the Work.

(c) If the insurance proceeds shall be insufficient to pay all costs of the Work, the deficiency shall be assessed against each Owner of a Living Unit as an Operating Expense, which shall be payable on demand. Any balance of the insurance proceeds remaining over and above the cost of the Work shall be paid to each Owner of a Living Unit, in proportion to the number of Living Units owned by him.

13. Condemnation.

If, at any time during the term of this Agreement, title to less than the whole or substantially all of the Recreation Area shall be taken in condemnation proceedings or by any right of eminent domain, the Committee shall proceed with reasonable diligence to repair, alter and restore the remaining part of the Recreation Area and the Recreation Facilities to substantially their former condition to the extent that the same may be feasible, subject to such changes or alterations as may be approved by two-thirds of the Committee, and the award or awards made in connection with such taking shall be paid to the Committee and shall be applied to the payment of the cost of the Work. If the amount of the award shall be insufficient to pay all costs of the Work, the deficiency shall be assessed against each Owner of a Living Unit as an Operating Expense, which shall be payable on demand. Any balance of the award remaining over and above the cost of the

Work shall be paid to each Owner of a Living Unit, in proportion to the number of Living Units owned by him.

14. Relief in Case of Default.

Each Owner of a Living Unit shall be governed by, and shall comply with, all of the terms of this Agreement and any amendments of the same. A default by an Owner of a Living Unit shall entitle the other Owners of Living Units to the following relief:

(a) Failure to comply with any of the terms of this Agreement shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in this Agreement, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Committee, Association, or Lake, as their interest may appear, or, if appropriate, by any aggrieved Owner of a Living Unit.

(b) Each Owner of a Living Unit shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried with respect to the Recreation Area and the Recreation Facilities. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its right of subrogation.

(c) In any proceeding arising out of any alleged default by an Owner of a Living Unit, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court.

(d) The failure of the Committee, Association, Lake, or of an Owner of a Living Unit to enforce any right, provision, covenant, or condition which may be granted by this Agreement shall not constitute a waiver of the right of the Committee or the Owner of a Living Unit to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Committee, Association, Lake, or any Owner of a Living Unit pursuant to any term, provision, covenant or condition of this Agreement shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Agreement, or at law or in equity.

(e) In the event of a default by an Owner of a Living Unit in paying any Operating Expenses or other sum assessed against him which continues for a period in excess of thirty (30) days, such Owner shall be obligated to pay interest on the amounts due at the rate of eight percent (8%) per annum from the due date thereof.

(f) The violation of any reasonable rule or regulation adopted by the Committee or the breach of any provision of this Agreement, shall give the Committee, Association, Lake, or,

as their interests may appear, the right, in addition to any other rights pursuant to law or set forth in this Agreement to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

15. Lien for Contributions.

(a) Except as otherwise provided in Section 7(g) of this Agreement, the total annual contribution of each Owner of a Living Unit for the Operating Expenses assessed against such Owner for any Fiscal Year pursuant to this Agreement, together with interest, costs and reasonable attorneys' fees provided by this Agreement or allowed by law, is hereby declared to be a lien levied against the Living Unit owned by such Owner, which lien shall be effective as of the first day of each Fiscal Year, except that a contribution assessed against such Owner after the Fiscal Year has begun shall become effective as a lien on the day on which the notice of assessment is mailed to the Owner. The Committee, Association or Lake, as their interests may appear, may file or record such other or further notice of lien, or such other or further document as may be required by the then laws of the State of Virginia to confirm the establishment of such lien.

(b) The lien for contribution may be foreclosed in the manner provided by the laws of the State of Virginia by suit brought in the name of the Committee, Association or Lake, as their interests may appear. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the then laws of the State of Virginia.

(c) Suit to recover a money judgment for unpaid contributions shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

(d) The lien for contributions shall be subordinate to liens of any first mortgagee of a Living Unit.

16. Grant Unto Lakeview Limited Partnership, a Virginia limited partnership, the Rights, Privileges and Easements as Provided in This Agreement.

Communities, Association, A & A and Lake do hereby establish, create and grant unto Lakeview, its successors and assigns, the mutual, non-exclusive rights, privileges and easements to the Recreation Facilities; subject, however, to the conditions as set forth in this Agreement and to the following conditions precedent:

(a) Lakeview terminating prior to January 1, 1984, any insurance contract or regulatory agreement made pursuant to Section 236 of the National Housing Act, as amended, and the regulations adopted by the Secretary of Housing and Urban Development and his successors acting by and through the Federal Housing Commissioner;

(b) Lakeview providing written notification to the parties hereto and the Committee of the (i) termination of the insurance contract or regulatory agreement, as provided in Subparagraph (a) above, and of (ii) its desire and intent to use and enjoy the rights, privileges and easements as set forth in this Agreement, such election being deemed an adoption of the obligations, covenants, terms and conditions imposed by this



Agreement, including the obligation to contribute to the Operating Expenses of the Recreation Facilities. Such notification shall be given one hundred twenty (120) days prior to the beginning of the Fiscal Year.

(c) Memberships being available in accordance with limitations imposed on the Recreation Facilities by the Special Use Permit issued on January 10, 1973, to Communities by the Board of Zoning Appeals of Fairfax County, Virginia, pursuant to Section 30-7.2.6.1.1 of the Zoning Ordinance of Fairfax County, Virginia, as amended.

17. Termination of Membership in the Recreation Facilities.

Notwithstanding any other provisions of this Agreement, in the event Lakeview satisfies the conditions precedent contained in Paragraphs 16(a) and (b), the Committee shall provide to each Owner of a Living Unit in Sections I and II written notice thereof at least ninety (90) days prior to the beginning of the Fiscal Year under which the Recreation Facilities are operated; and, each Owner, who is not in arrears in the payment of assessments against his Living Unit shall have the right to terminate his Membership in the Recreation Facilities and thereby cease to be a user of the rights, privileges and easements appurtenant thereto and his obligation to contribute to that portion of the Operating Expenses attributable to the Recreation Facilities. An Owner electing to terminate his Membership shall provide to the Committee written notice thereof at least sixty (60)

days prior to the beginning of the Fiscal Year, and the receipt by the Committee from an Owner of his notice of termination within the prescribed time shall operate to terminate all of the Owner's rights, privileges and easements granted, established and conveyed by this Agreement to the Recreation Facilities and his obligation to contribute to that portion of the Operating Expenses attributable to the Recreation Facilities. Election by an Owner to terminate his Membership in the Recreation Facilities shall not effect in any way the rights, privileges and easements provided in this Agreement for the use of the Recreation Area or the conditions imposed thereon.

18. Transfer of Memberships.

In the event Lakeview satisfies the conditions precedent contained in Paragraph 16(a) and (b) and Memberships to the Recreation Facilities become available as provided in Paragraph 17, the Committee shall provide to Lakeview written notice of the number of available Memberships at least thirty (30) days prior to the beginning of the Fiscal Year and transfer the available Memberships to Lakeview. Thereafter, at the beginning of each succeeding Fiscal Year, the Committee shall transfer Memberships as they have been terminated in the order in which requests are received, and regardless of whether the requests are from the Owner of Living Units in Sections I and II or the Owners of Living Units in Section III. No Owner terminating his Membership may transfer the same directly to another Owner, but rather he must notify the Committee of the termination and allow the Committee to transfer the Membership, as provided above.

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Nevertheless, the sale of a Living Unit shall effect the transfer of the Membership from the seller to the purchaser as provided in Paragraph 4(b) without requiring the intervention of the Committee.

19. Determination and Payment of Separate Operating Expenses for the Recreation Area and Recreation Facilities.

In the event Lakeview satisfies the conditions precedent contained in Paragraph 16, the Committee shall prepare and adopt a budget for the Operating Expenses of the Recreation Area and shall send to and assess against each Owner of a Living Unit located in Section I and II a copy of the budget, in a reasonably itemized form which sets forth the amount of Operating Expenses payable by such Owner. This budget shall be termed the "Recreation Area Budget". In addition, the Committee shall also prepare and adopt a budget for the Operating Expenses of the Recreation Facilities and shall send to and assess against each Owner of a Living Unit who holds a Membership to the Recreation Facilities a copy of the budget, in a reasonably itemized form which sets forth the amount of the Operating Expenses payable by such Owner. This budget shall be termed the "Recreation Facilities Budget". With the exception of the establishment of two separate budgets to be assessed against two separate groups of Owners, all of the provisions of Paragraph 7 and 8 above regarding the determination and payment of Operating Expenses shall apply to each of the two separate budgets.

20. Duration.

The easements, covenants and conditions contained in this Agreement shall be covenants running with the land and shall extend to, inure to the benefit of, and be binding upon and enforceable by the Committee, Association, Lake, Lakeview and each Owner of a Living Unit or the Properties, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Agreement is recorded. After the expiration of the initial thirty (30) year period, the term of this Agreement shall be automatically extended for successive periods of ten (10) years each unless, prior to the commencement of any ten (10) year extension period, (i) an instrument providing for the termination, in whole or in part, of any of the easements, covenants or conditions contained in this Agreement shall have been executed and acknowledged (in the manner required by law for the execution and acknowledgment of deeds) by the Association, Lake and Lakeview; and, (ii) the instrument referred to in clause (i) shall have been recorded among the land records of Fairfax County, Virginia.

21. Amendment.

This Agreement may be amended, in whole or in part, at any time or from time to time by an instrument (i) executed and acknowledged (in the manner required by law for the execution and acknowledgment of deeds) by the Association, Lake

and Lakeview; and, (iii) recorded among the land records of Fairfax County, Virginia.

22. Notices.

Any notice required to be given to any Owner of a Living Unit pursuant to the provisions of this Agreement shall be deemed to have been properly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid, to the Owner at his last known address appearing on the real estate tax records of Fairfax County, Virginia, at the time of such mailing.

23. Severability.

The easements, covenants and conditions contained in this Agreement are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful or unenforceable shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations, or clause or phrase thereof.

24. Inconsistencies.

Notwithstanding the provisions of those certain Declarations of Covenants, Conditions and Restrictions recorded in Deed Book 3689 at page 336 and in Deed Book 3646 at page 648, among the land records of Fairfax County, Virginia, as amended, to the extent the provisions of this Agreement are inconsistent with the provisions of said Declarations, the provisions contained herein shall be controlling and supercede any provisions of said

Declarations inconsistent herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first above written.

STANLEY MARTIN COMMUNITIES, INC.

ATTEST: (Corporate Seal)

By: Larry Cartano VP

Warren A. Grayson  
Secretary

REFLECTION HOMES ASSOCIATION

ATTEST: (Corporate Seal)

By: Larry Cartano Pres

John J. [Signature]  
Secretary

A & A HOMES, INC.

ATTEST: (Corporate Seal)

By: Harvey Antyone - Pres

Samuel W. [Signature]  
Secretary

LAKE HOMES ASSOCIATION

ATTEST: (Corporate Seal)

By: Harvey Antyone - Pres

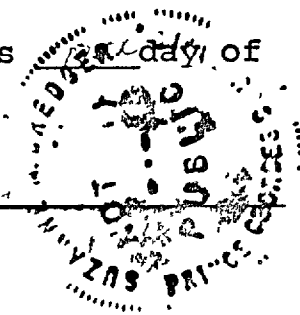
John C. [Signature]  
Secretary

STATE OF ~~Virginia~~ Maryland  
COUNTY OF ~~Fairfax~~ Prince George's, to-wit:

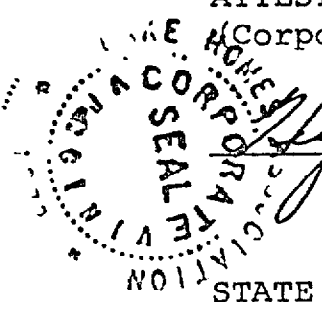
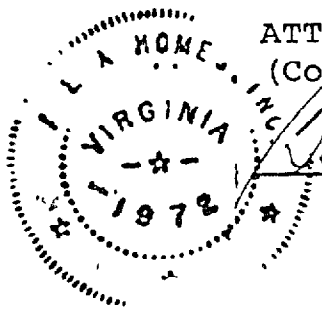
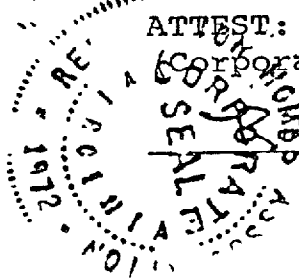
I, the undersigned Notary Public, in and for the County and State aforesaid, whose commission expires on the 1 day of Jan, 1975, do hereby certify that Sam Ward and Martha Grayson whose names as President and Secretary, respectively, of STANLEY MARTIN COMMUNITIES, INC., are signed to the foregoing EASEMENT AGREEMENT, bearing date on the 17<sup>th</sup> day of Dec, 1974, have personally acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and notarial seal this 17<sup>th</sup> day of Dec, 1974.

Luzanne W. [Signature]  
Notary Public



HAZEL,  
BECKHORN & HANES  
Attorneys at Law  
P O Box 547  
Fairfax, Virginia 22030

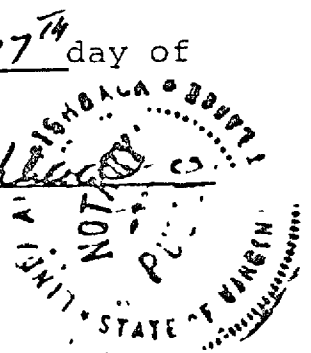


STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the County and State aforesaid, whose commission expires on the 10<sup>th</sup> day of June, 1977, do hereby certify that Harvey Antigone and Bernard M. Altman whose names as President and Secretary, respectively, of ~~REDEMPTION HOMES ASSOCIATION~~, are signed to the foregoing EASEMENT AGREEMENT, bearing date on the 17<sup>th</sup> day of May, 1974, have personally acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and notarial seal this 17<sup>th</sup> day of May, 1974.

Linda Ann Fishback  
Notary Public




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

I, the undersigned Notary Public, in and for the County and State aforesaid, whose commission expires on the \_\_\_ day of \_\_\_\_\_, 19\_\_\_, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ whose names as \_\_\_\_\_ and \_\_\_\_\_, respectively, of ~~A & A HOMES, INC.~~ are signed to the foregoing EASEMENT AGREEMENT, bearing date on the \_\_\_ day of \_\_\_\_\_, 1974, have personally acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 1974.

\_\_\_\_\_  
Notary Public

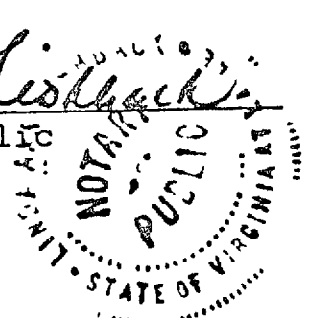


STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the County and State aforesaid, whose commission expires on the 10<sup>th</sup> day of June, 1977, do hereby certify that Harvey Antigone and Hugh C. Gregger, Jr. whose names as President and Secretary, respectively, of LAKE HOMES ASSOCIATION are signed to the foregoing EASEMENT AGREEMENT, bearing date on the 17<sup>th</sup> day of May, 1974, have personally acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and notarial seal this 17<sup>th</sup> day of May, 1974.

Linda Ann Fishback  
Notary Public



HAZEL,  
BECKHORN & HANES  
Attorneys at Law  
P. O. Box 547  
Fairfax, Virginia 22030

EXHIBIT A

1. Lots 313, 314, 324 and 325, SECTION SIX, REFLECTION LAKE, as the same appears duly dedicated, platted and recorded among the land records of Fairfax County, Virginia, in Deed Book 3647 at page 132.
2. Parcel "G", SECTION SIX, REFLECTION LAKE, as the same appears duly dedicated, platted and recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3647, at page 132.
3. Parcel "K", SECTION SEVEN, REFLECTION LAKE, as the same appears duly dedicated, platted and recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3703, at page 126.
4. Parcel "H", SECTION EIGHT, REFLECTION LAKE, as the same appears duly dedicated, platted, and recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3703, at page 126.
5. Parcel "N", SECTION NINE, REFLECTION LAKE, as the same appears duly dedicated, platted, and recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3703, at page 126.
6. That part of Parcel "O", SECTION TEN, REFLECTION LAKE, as the same appears duly dedicated, platted, and recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3646, at page 631, which is shown on the plat recorded with the Deed of Dedication to be within the flood plain limits; all other parts of Parcel "O" are expressly excepted from the Recreation Area.



EXHIBIT C

1. Lots 1 through 88, inclusive, SECTION FIVE, REFLECTION LAKE, as the same appears duly dedicated, platted and recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3801, at page 399.
2. Lots 315 through 322, inclusive, and Lots 325 through 410, inclusive, SECTION SIX, REFLECTION LAKE, as the same appears duly dedicated, platted and recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3647, at page 132.
3. Lots 1 through 201, inclusive, SECTION SEVEN, REFLECTION LAKE, as the same appears duly dedicated, platted and recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3703, at Page 126.
4. Lots 1 through 8, inclusive, SECTION SEVEN "A", REFLECTION LAKE, as the same appears duly dedicated, platted and recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3647, at page 132.
5. Lots 411 through 515, inclusive, SECTION EIGHT, REFLECTION LAKE, as the same appears duly dedicated, platted and recorded among the land records of Fairfax County, Virginia, in Deed Book 3703, at page 126.
6. Lots 1 through 91, inclusive, SECTION NINE, REFLECTION LAKE, as the same appears duly dedicated, platted and recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3703, at page 126.

EXHIBIT D

Lots One (1) through ONE HUNDRED SEVENTY EIGHT (178), inclusive,  
SECTION TEN (10), REFLECTION LAKE, as the same appears duly dedicated,  
platted and recorded among the land records of Fairfax County, Virginia,  
in Deed Book 3646, at page 631.

EXHIBIT E

1. Lots 85 through 150, inclusive, SECTION THREE, REFLECTION LAKE, as the same appears duly dedicated, platted and recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3401, at 93.
2. Lots 151A, 152A, 153A, 154A, 155A, 156A, 157A, 158A and 159A, SECTION THREE, REFLECTION LAKE, as the same is resubdivided by a Deed of Resubdivision recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3637, at page 734.
3. Lots 160 through 231, inclusive, SECTION FOUR, REFLECTION LAKE, as the same appears duly dedicated, platted and recorded among the Land Records of Fairfax County, Virginia, in Deed Book 3401 at page 93.

In the Clerk's Office of the Circuit Court of  
Fairfax County, Virginia MAY 28 1974 at 2:21 PM  
This instrument was received and, with the  
certificate annexed, admitted to record

Tests:

*Martin J. ...*

Clerk