

BK 1436 PG 1583

20099

C

THIS DEED OF DEDICATION, SUBDIVISION, AND CONVEYANCE, AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and entered into this 9TH day of December, 1986, by HADDON GROUP OF VIRGINIA, INC., a New Jersey corporation, successor by change of name of CALCAP-Virginia, Inc.; and BALDWIN OAKS HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock, non-profit corporation, party of the second part.

WITNESSETH:

WHEREAS the Declarant is the owner of certain property in the City of Manassas and the County of Prince William, Virginia, by a certain Deed recorded at Deed Book 1432 at page 1257 among the land records of Prince William County, Virginia.

WHEREAS Declarant desires to subdivide the property into lots, streets and open space as set forth on the plat attached hereto and made a part hereof, to convey certain open space and private streets to the party of the second part, and to create and establish the easements as shown on said plat.

WHEREAS Declarant desires to ensure the best and most appropriate use, development, and improvement of the property; to protect owners of lots on the property against improper use or uses of other lots; to encourage and secure harmonious development of the property with attractive dwellings, appropriately and suitably located on lots, tastefully landscaped, and generally to provide for the development and maintenance of the property with quality dwellings, landscaping and uses, and to this end, desires to subject the property to the covenants, restrictions, easements, charges and liens as hereinafter set forth, for the benefit of the property and each owner thereof.

THIS MAP RECORDED IN MAP DRAWER 27 PAGE 29

This is to certify that the tax imposed by Section 58.1-801 (A) has been paid
Consideration 15,000.00
Tax 15.00

Return to:
Dante J...
The Haddon Group
1401 William Road
Chantilly, VA 20811

BK 1430 PG 1584

WHEREAS the party of the second part joins in this instrument for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained and to accept conveyance of all the common areas designated herein.

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

That the Declarant does hereby SUBDIVIDE all that certain parcel of land situate in the City of Manassas, and/or Prince William County, Virginia, as previously described herein and as more particularly described by a survey made by Bengtson, DeBell, Elkin and Titus, a Professional Corporation, which is attached hereto and made a part hereof, into building lots, common area and streets, as shown on the said attached plat, which is duly approved by the appropriate officials of the the City of Manassas, Virginia and the said subdivision being designated as Baldwin Oaks, Phase II, and the party of the first part does hereby dedicate to public use the public streets as shown on said plat.

The Declarant does hereby grant to the City of Manassas, Virginia its agents, contractors and employees the utility easements, waterline easements, sanitary sewer easements, storm water managements access easements, and storm water management easements, all in the locations as

ENCL 30 101303

more particularly ~~shown~~ on the here-mentioned plat,

subject to the following conditions:

1. All manholes, sewers, waterlines and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the City, its successors and assigns.
2. The City and its agents, contractors and employees shall have full and free use of the said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way including the right of access to and from the rights-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and, further, this right shall not be construed to allow the City to erect any building or structure of a permanent nature on such adjoining land.
3. The City shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, and other obstructions or facilities in or near the easements being conveyed, reasonably deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said easements; provided, however, that the City at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of fences and shrubbery, and the reseeded or resodding of lawns or pasture areas, but not the replacement of structures, trees, or other obstructions.
4. The Declarant reserves the right to construct and maintain roadways over said easements and to make any use of

the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the City for the purposes named.

This dedication is made with the free consent and desire of the owner of said property, and is in accordance with the Statutes of Virginia and the ordinances in force in the City of Manassas, Virginia, if applicable, governing the platting of land and is approved by the proper authorities as is evidenced by the endorsements on the attached plat by the proper officials of such approval.

The Declarant does hereby grant to the City of Manassas, Virginia and to Prince William County, Virginia, as appropriate, their agents, contractors and employees an easement of ingress and egress on, over and across the common areas and driveways shown and designated on the attached plat for the purpose of performing any and all municipal functions, governmental or proprietary, which the City or County may find necessary or desirable to perform, including, but not limited to, police and fire protection and trash removal, together with all other rights necessary for full enjoyment and use of the aforesaid easement. The terms and provision of this easement shall extend to and be binding upon the successors and assigns of the party of the first part.

In consideration of One Dollar (\$1.00), the sufficiency of which is acknowledged, the Declarant does hereby grant and convey unto the party of the second party, with General Warranty of title, all of the common area as described on the attached plats, the same constituting 19.00844 acres, more or less, and being designated as Parcel "C" (open space) and Parcel "C" (private streets) on said plat.

The party of the second part hereby accepts the responsibilities and duties imposed upon it by the protective covenants and restrictions hereinafter set out, and further

agrees that Parcel C (open space) shall not be denuded, defaced nor disturbed in any manner at any time without the approval of the appropriate governmental department.

The party of the second part further agrees and covenants to use the powers granted to it by this instrument and its corporate charter to preserve and promote good order, health, safety and the general welfare within the property.

AND THE DECLARANT does further declare the following covenants, conditions and restrictions with the consent and joinder of the parties of the third, fourth, fifth and sixth parts:

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to BALDWIN OAKS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions hereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

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

Section 6. "Declarant" shall mean and refer to Haddon Group of Virginia, Inc., a New Jersey corporation, its successors or assigns should they acquire more than one undeveloped lot for the purpose of development.

ARTICLE II - PROPERTY RIGHTS

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

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

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

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

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

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

(b) On December 31, 1992; provided however that

(c) In the event of annexation of additional real properties, Class B membership shall be revived with respect to those Lots contained in the annexed real property; which Class B Membership shall cease and be converted to Class A Membership, on the happening of either of the following events, whichever occurs first:

(i) When the total votes outstanding in the Class A Membership in the annexed Property equals the total votes outstanding in the Class B Membership in such annexed real property, or

- (ii) Five (5) years from the date of recordation of the Deed of Dedication of Supplemental Declaration for such annexed real property.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred Ten Dollars (\$410.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

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

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

(d) The maximum Annual Maintenance Assessment for each of the Lots to which Class B Membership is appurtenant shall be equal to twenty-five (25) percent of the actual annual assessment which would be assessed against the Lot were it owned by a Class A Member. In consideration of the Declarant's exemption from a full annual assessment, Declarant hereby covenants and agrees to maintain the Common Area, including funding all Budget Deficits, if any, within the Properties, including any other properties subsequently annexed hereto, without cost to the Community Association, until such time as there are no longer any Class B Memberships applicable to the Property; provided, however, that Declarant shall not be liable for any amount in excess of the amount for which Declarant would have been liable if assessed at 100% of the maximum annual assessment, including any special assessments. Said maintenance shall apply upon subsequent annexation of properties with respect to the Common Area contained in the property so annexed. This maintenance shall end when the Declarant has conveyed seventy-five

percent (75%) of the Lots contained in such annexed property to Owners. Upon the occupancy of any house located on a Lot subjected to Class B Membership, such Lot shall be subjected for full Assessment.

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 applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments:

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

Section 8. Effect of Nonpayment of Assessments:

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

Section 9. Subordination of the Lien to Mortgages or Deeds of Trust. The lien of any assessment provided herein shall be subordinate to the lien of any first mortgage of Deed of Trust securing an obligation made in good faith and

for value received recorded prior to the date of recording of the Notice of Lien by the Association, and shall be subordinate to the lien of any such first mortgage or Deed of Trust recorded after receipt of a written statement from the Board of Directors reflecting the payment of the assessment as to said Lot which is encumbered by such mortgage or Deed of Trust. Sale or transfer of any Lot shall not extinguish the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein; (a) All of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) all of the Property owned by charitable or other organizations exempt from taxation by the laws of the Commonwealth of Virginia. However, no land or improvements upon which a Dwelling is located shall be exempt from said assessments.

ARTICLE V - ARCHITECTURAL CONTROL

No building, 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 harmony of external design and location in

relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three (3) members. The members of the Committee shall not be entitled to any compensation in connection with the performance of their functions as such, unless otherwise agreed upon between the Board of Directors of said Association and the members of said Committee.

No lot shall be used except for single family residential purposes, or for the Declarant's construction or sales office. No lot may be rented except in its entirety and except for an initial period of not less than six (6) months.

No fence or wall shall be constructed on any Lot except by the Declarant prior to the conveyance of said Lot, without permission in writing by the Architectural Control Committee. No tree of a diameter of more than four inches measured two feet above ground level shall be removed without the approval of the Architectural Control Committee.

No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed

outside the boundaries of a lot or other parcel of the property.

Easements for the installation and maintenance of the underground utilities, supply and transmission lines, and drainage facilities are reserved to the Declarant through all areas shown on the plats attached hereto, whether within the boundaries of residential lots or in Common Area. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation, maintenance or repair of an underground utility, supply or transmission line, or drainage facility shall be promptly repaired or replaced at the expense of the Declarant or authority which directed the entry. And, further, the Declarant shall have the right to establish easements over the Common Area as needed for utility purposes after such time as the Common Area has been conveyed to the Association. Easements for individual lots for utilities may be established only by the recorded plan of the subdivision, or as granted thereafter by the individual lot owners.

No exterior clothesline, or clothes hanging device, shall be allowed upon any Lot.

No sign of any kind shall be displayed to the public view on any Lot, except temporary signs of less than five square feet advertising the said Lot for sale or rent and except for signs erected by the Declarant.

No livestock including horses, cattle and hogs, nor fowl such as chickens and pigeons shall be kept on the Property. The breeding of animals for commercial use is prohibited, but nothing contained herein shall be construed to prohibit the keeping of the usual domestic pets. No more than two domestic pets shall be kept at any one time by a Lot Owner. Pets shall be restrained and controlled as

required by ordinances now or hereafter promulgated by the City of Manassas, or other applicable governing body. The Association shall have the right to trim or prune, at the expense of the Owner, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance, if after twenty (20) days' notice to the Owner of the Lot or Lots involved, setting forth the action intended to be taken, such action has not been taken by the Owner. The Association shall further have the right, upon twenty (20) days' notice to the Owner, to care for any Lot, and to remove grass, weeds, and rubbish therefrom and do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such Lot in neat and good order, all at the cost and expense of the Owner.

No antenna, satellite dish or the like, for the transmission or reception of radio or television signals, shall be erected or permitted on any building or Lot or other parcel of the Property except upon approval of the Architectural Control Committee.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No material or refuse or any container for the same shall be placed or stored in the front of any house, or on the patio or stoop, at any time. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this paragraph and to enter onto any Lot for this purpose.

BK 1430 PG 13 (8)

No large trucks, buses, non-operable or commercial vehicles of any kind shall be permitted to be kept or parked overnight upon any portion of the Property.

No toys, baby carriages, tricycles, bicycles or other articles of personal property shall be deposited, allowed or permitted to remain overnight on any Lot except in the enclosed rear area thereof. The Association may impound all such articles and make a charge for their return.

Open space not contained in Lots and streets shall not be denuded, defaced or otherwise disturbed in any manner, at any time, without the approval of the appropriate County or City Departments and the approval of the Board of Directors of the Association.

ARTICLE VI - GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce by a proceeding at law or in equity 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 2. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision which is not so invalidated.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. This

BK1436 PG1379

Declaration may be amended by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership the following acts will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional property and submission of same to this Declaration; dedication of additional Common Area; amendment to this Declaration of Covenants, Conditions and Restrictions.

Additional land within the area described in Deed Books 1296 at Page 1825 and Deed Book 1368 at Page 711 of the land records of Prince William County, Virginia may be annexed by the Declarant without the consent of members within two (2) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

IN WITNESS WHEREOF the Haddon Group of Virginia, Inc., a New Jersey Corporation, being the sole owner and proprietor of the property subdivided herein, has caused this instrument to be executed this ____ day of December, 1986.

HADDON GROUP OF VIRGINIA,,
INC., a New Jersey Corporation

By: 
JOHN H. HEFPE, President

ACCEPTED:

BALDWIN OAKS HOMEOWNERS
ASSOCIATION, INC.

By: 
JOHN H. HEFPE, President

THIS AMENDED DEED OF DEDICATION, SUBDIVISION, CONVEYANCE AND RELEASE, AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and entered into this 1st day of December, 1986, by and between HADDON GROUP OF VIRGINIA, INC., a New Jersey corporation, successor by change of name of CALCAP-Virginia, Inc., WESTWOOD HOMES, INC., a Virginia corporation, and BERNARD M. SISSON, TRUSTEE, collectively the party of the first part, hereinafter collectively referred to as Declarant, BALDWIN OAKS HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock, non-profit corporation, party of the second part; JAMES L. POLLEY and HENRY A. HART, TRUSTEES, either of whom may act, parties of the third part, MIDLANTIC NATIONAL BANK, party of the fourth part; VINCENT A. TRAMONTE, II and JOHN A. SICILIANO, TRUSTEES, parties of the fifth part; MONUMENT CONSTRUCTION CO., INC. DEFINED BENEFIT PENSION PLAN, party of the sixth part, WILLIAM C. YOWELL, JR. and JUNIUS S. MORGAN, TRUSTEES, parties of the seventh part; and AMERICAN SECURITY BANK, N.A., party of the eighth part.

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in City of Manassas and the County of Prince William, Virginia, which is known as Baldwin Oaks subdivision, as duly dedicated, platted and recorded in a Deed of Dedication and Subdivision at Deed Book 1382 at page 1220 among the land records of Prince William County, Virginia.

WHEREAS Declarant desires to re-subdivide the property into lots, streets and open space as set forth on the plat attached hereto and made a part hereof, and to create and establish the easements as shown on said plat, thus amending the Deed of Dedication described above.

WHEREAS Declarant desires to ensure the best and most appropriate use, development, and improvement of the property; to protect owners of lots on the property against improper use or uses of other lots; to encourage and secure harmonious development of the property with attractive dwellings, appropriately and suitably located on lots, tastefully landscaped, and generally to provide for the development and maintenance of the property with quality dwellings, landscaping and uses, and to this end, desires to subject the property to the covenants, restrictions, easements, charges and liens as hereinafter set forth, for the benefit of the property and each owner thereof.

WHEREAS the party of the second part joins in this instrument for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained and to accept conveyance of all the common areas designated herein.

WHEREAS the parties of the third and fourth parts are Trustees and Beneficiary, respectively, on a certain Credit Line Deed of Trust encumbering a portion of the subject property, recorded in Deed Book 1398, at page 1180 among the land records of Prince William County, Virginia, securing a certain indebtedness.

WHEREAS the parties of the fifth and sixth parts are Trustees and Beneficiary, respectively, on a certain Credit Line Deed of Trust encumbering portions of the subject property, recorded in Deed Book 1406, at page 475 and as modified in Deed Book 1441, at page 613, all among the land records of Prince William County, Virginia, securing certain indebtedness.

WHEREAS the parties of the seventh and eighth parts are Trustees and Beneficiary, respectively, on two certain Deeds of Trust encumbering portions of the

subject property, recorded in Deed Book 1428, at page 295, and in Deed Book 1430, at page 1914, all among the aforesaid land records, securing certain indebtedness.

NOW, THEREFORE, Declarant hereby declares, with the consent and joinder of the parties of the third, fourth, fifth and sixth parts: That all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and

That the Declarant does hereby SUBDIVIDE all that certain parcel of land situate in the City of Manassas, and/or Prince William County, Virginia, as previously described herein and as more particularly described by a survey made by Bengtson, DeBell, Elkin and Titus, a Professional Corporation, which is attached hereto and made a part hereof, into building lots, common area and streets, as shown on the said attached plat, which is duly approved by the appropriate officials of the the City of Manassas, Virginia and the said subdivision being designated as Baldwin Oaks, and the party of the first party does hereby dedicate to public use the streets as shown on said plat and create and establish the easements as indicated on said plat.

This dedication is made with the free consent and desire of the owners of said property, and is in accordance with the Statutes of Virginia and the ordinances in force in the City of Manassas, Virginia, if applicable, governing the platting of land and is approved by the proper authorities

as is evidenced by the endorsements on the attached plat by the proper officials of such approval.

The Declarant does hereby grant to the City of Manassas, Virginia and to Prince William County, Virginia, their agents, contractors and employees an easement on, over and across the common areas and driveways shown and designated on the attached plat for the purpose of performing any and all municipal functions, governmental or proprietary, which the City or County may find necessary or desirable to perform, including, but not limited to, police and fire protection and trash removal, together with all other rights necessary for full enjoyment and use of the aforesaid easement. The terms and provision of this easement shall extend to and be binding upon the successors and assigns of the party of the first part.

The Declarant does hereby grant and convey unto the party of the second party, with General Warranty of title, all of the common area as described on the attached plats, the same constituting 9.74967 acres, more or less, and being designated as Parcels "A" and "B" on said plat.

The party of the second part hereby accepts the responsibilities and duties imposed upon it by the protective covenants and restrictions hereinafter set out.

The party of the second part further agrees and covenants to use the powers granted to it by this instrument and its corporate charter to preserve and promote good order, health, safety and the general welfare within the property.

The parties of the third part, with the consent and joinder of the party of the fourth part, for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby

release the land granted and conveyed as easements herein (not as to the underlying fee), and hereby reconvey, quitclaim and release Parcels A and B, Baldwin Oaks, from the lien, force and effect of the Deed of Trust recorded in Deed Book 1398, at page 1180 among the land records of Prince William County, Virginia.

The parties of the fifth part, with the consent and joinder of the party of the sixth part, for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby release the land granted and conveyed as easements herein (not as to the underlying fee), and hereby reconvey, quitclaim and release Parcels A and B, Baldwin Oaks, from the lien, force and effect of the Deed of Trust recorded in Deed Book 1406, at page 475, as modified in Deed Book 1441, at page 613, all among the land records of Prince William County, Virginia.

AND THE DECLARANT does further declare the following covenants, conditions and restrictions with the consent and joinder of the parties of the third, fourth, fifth and sixth parts:

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to BALDWIN OAKS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such

additions hereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Parcel "A" constituting 9.08809 acres, more or less, and Parcel "B" constituting 0.66158 acres, more or less, as the same appear duly dedicated, platted and recorded in Deed Book 1382 at Page 1220, and as amended hereby.

AND BEING part of the property conveyed to the party of the first part herein by deed recorded in Deed Book 1381 at Page 25 among the aforesaid land records.

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

Section 6. "Declarant" shall mean and refer to Haddon Group of Virginia, Inc., a New Jersey corporation, Westwood Homes, Inc., a Virginia corporation, and Bernard M. Sisson, Trustee, and their successors or assigns should they acquire more than one undeveloped lot for the purpose of development.

ARTICLE II - PROPERTY RIGHTS

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

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

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

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

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

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

(b) On December 31, 1992; provided however that

(c) In the event of annexation of additional real properties, Class B membership shall be revived with respect to those Lots contained in the annexed real property, which Class B Membership shall cease and be converted to Class A Membership, on the happening of either of the following events, whichever occurs first:

(i) When the total votes outstanding in the Class A Membership in the annexed Property equals the total votes outstanding in the Class B Membership in such annexed real property, or

(ii) Five (5) years from the date of recordation of the Deed of Dedication of Supplemental Declaration for such annexed real properties.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred Ten Dollars (\$410.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

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

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

(d) The maximum Annual Maintenance Assessment for each of the Lots to which Class B Membership is appurtenant shall be equal to twenty-five (25) percent of the actual

.. annual assessment which would be assessed against the Lot were it owned by a Class A Member. In consideration of the Declarant's exemption from a full annual assessment, Declarant hereby covenants and agrees to maintain the Common Area, including funding all Budget Deficits, if any, within the Properties, including any other properties subsequently annexed hereto, without cost to the Community Association, until such time as there are no longer any Class B Memberships applicable to the Property; provided, however, that Declarant shall not be liable for any amount in excess of the amount for which Declarant would have been liable if assessed at 100% of the maximum annual assessment, including any special assessments. Said maintenance shall apply upon subsequent annexation of properties with respect to the Common Area contained in the property so annexed. This maintenance shall end when the Declarant has conveyed seventy-five percent (75%) of the Lots contained in such annexed property to Owners. Upon the occupancy of any house located on a Lot subjected to Class B Membership, such Lot shall be subjected for full Assessment.

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 applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4.

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

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

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first lot to an Owner, to be applied on a sectional basis to the Properties. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly

executed certificate of the Association as to the status of assessments on a lot is binding upon the association as of the date of its issuance.

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

Section 9. Subordination of the Lien to Mortgages or Deeds of Trust. The lien of any assessment provided herein shall be subordinate to the lien of any first mortgage of Deed of Trust securing an obligation made in good faith and for value received recorded prior to the date of recording of the Notice of Lien by the Association, and shall be subordinate to the lien of any such first mortgage or Deed of Trust recorded after receipt of a written statement from the Board of Directors reflecting the payment of the assessment as to said Lot which is encumbered by such mortgage of Deed of Trust. Sale or transfer of any Lot shall not extinguish the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein; (a) All of the Property

dedicated to and accepted by a local public authority; (b) the Common Area; (c) all of the Property owned by charitable or other organizations exempt from taxation by the laws of the Commonwealth of Virginia. However, no land or improvements upon which a Dwelling is located shall be exempt from said assessments.

ARTICLE V - ARCHITECTURAL CONTROL

No building, 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, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three (3) members. The members of the Committee shall not be entitled to any compensation in connection with the performance of their functions as such, unless otherwise agreed upon between the Board of Directors of said Association and the members of said Committee.

No lot shall be used except for single family residential purposes, or for the Declarant's construction or

sales office. No lot may be rented except in its entirety and except for an initial period of not less than six (6) months.

No fence or wall shall be constructed on any Lot except by the Declarant prior to the conveyance of said Lot, without permission in writing by the Architectural Control Committee. No tree of a diameter of more than four inches measured two feet above ground level shall be removed without the approval of the Architectural Control' Committee.

No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel of the property.

Easements for the installation and maintenance of the underground utilities, supply and transmission lines, and drainage facilities are reserved to the Declarant through all areas shown on the plats attached hereto, whether within the boundaries of residential lots or in Common Area. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation, maintenance or repair of an underground utility, supply or transmission line, or drainage facility shall be promptly repaired or replaced at the expense of the Declarant or authority which directed the entry. And, further, the Declarant shall have the right to establish easements over the Common Area as needed for utility purposes after such time as the Common Area has been conveyed to the Association. Easements for individual lots for utilities may be established only by the recorded plan of the subdivision, or as granted thereafter by the individual lot owners.

No exterior clothesline, or clothes hanging device, shall be allowed upon any Lot.

No sign of any kind shall be displayed to the public view on any Lot, except temporary signs of less than five square feet advertising the said Lot for sale or rent and except for signs erected by the Declarant.

No livestock including horses, cattle and hogs, nor fowl such as chickens and pigeons shall be kept on the Property. The breeding of animals for commercial use is prohibited, but nothing contained herein shall be construed to prohibit the keeping of the usual domestic pets. No more than two domestic pets shall be kept at any one time by a Lot Owner. Pets shall be restrained and controlled as required by ordinances now or hereafter promulgated by the City of Manassas, or other applicable governing body. The Association shall have the right to trim or prune, at the expense of the Owner, any hedge or other plaining that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance, if after twenty (20) days notice to the Owner of the Lot or Lots involved, setting forth the action intended to be taken, such action has not been taken by the Owner. The Association shall further have the right, upon twenty (20) days' notice to the Owner, to care for any Lot, and to remove grass, weeds, and rubbish therefrom and do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such Lot in neat and good order, all at the cost and expense of the Owner.

No antenna, satellite dish or the like, for the transmission or reception of radio or television signals, shall be erected or permitted on any building or Lot or

other parcel of the Property except upon approval of the Architectural Control Committee.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No material or refuse or any container for the same shall be placed or stored in the front of any house, or on the patio or stoop, at any time. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this paragraph and to enter onto any Lot for this purpose.

No large trucks, buses, non-operable or commercial vehicles of any kind shall be permitted to be kept or parked overnight upon any portion of the Property.

No toys, baby carriages, tricycles, bicycles or other articles of personal property shall be deposited, allowed or permitted to remain overnight on any Lot except in the enclosed rear area thereof. The Association may impound all such articles and make a charge for their return.

Open space not contained in Lots and streets shall not be denuded, defaced or otherwise disturbed in any manner, at any time, without the approval of the appropriate County or City Departments and the approval of the Board of Directors of the Association.

ARTICLE VI - GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce by a proceeding at law or in equity 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 2. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision which is not so invalidated.

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

Section 4. FHA/VA Approval. As long as there is a Class B membership the following acts will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional property and submission of same to this Declaration; dedication of additional Common Area; amendment to this Declaration of Covenants, Conditions and Restrictions.

Additional land within the area described in Deed Books 1296 at Page 1825 and Deed Book 1368 at Page 711 of the land records of Prince William County, Virginia may be annexed by the Declarant without the consent of members within two (2) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 6. Amendment of Prior Deed of Dedication, etc. and Declaration. This document constitutes an amendment of the entirety of the Deed of Dedication, Subdivision and Declaration previously recorded, in Deed Book 1382, at page 1220 among

the aforesaid land records, and is executed by all the current owners of the property embraced within the subdivision.

IN WITNESS WHEREOF the Haddon Group of Virginia, Inc., a New Jersey Corporation, Westwood Homes, Inc., a Virginia corporation, and Bernard M. Sisson, Trustee, has caused this instrument to be executed this 1st day of December, 1986.

HADDON GROUP OF VIRGINIA,
INC., a New Jersey Corporation

By: *John H. Heppe*
JOHN H. HEPPE, President

WESTWOOD HOMES, INC.

BY: *Rodger B. Kamuf*
Rodger B. Kamuf, President

Bernard M. Sisson
BERNARD M. SISSON, TRUSTEE

BALDWIN OAKS HOMEOWNERS
ASSOCIATION, INC.

By: *John H. Heppe*
JOHN H. HEPPE, President

James L. Polley, Trustee
JAMES L. POLLEY, TRUSTEE

Henry A. Hart, Trustee
HENRY A. HART, TRUSTEE

MIDLANTIC NATIONAL BANK
MIDLANTIC NATIONAL BANK

BY: *Paul G. Eilbacher*

PAUL G. EILBACHER
Vice President

Vincent A. Tramonte
VINCENT A. TRAMONTE, II,
TRUSTEE

John A. Siciliano
JOHN A. SICILIANO, TRUSTEE

MONUMENT CONSTRUCTION CO.,
INC. DEFINED BENEFIT PENSION
PLAN

BY: [Signature]

[Signature]
WILLIAM C. YOWELL, JR.,
TRUSTEE

[Signature]
JUNIOR S. MORGAN, TRUSTEE

AMERICAN SECURITY BANK, N.A.

BY: [Signature]

STATE OF Virginia,

CITY/COUNTY OF Fairfax, to-wit:

SUBSCRIBED and SWORN TO before me this 5th day of January, 1987,
by JOHN B. HEPPE, President, The Haddon Group of Virginia, Inc., a New Jersey Corporation.

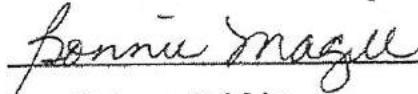
Bonnie Magill
Notary Public

My Commission Expires: 8-13-89

STATE OF VIRGINIA

CITY/COUNTY OF Fairfax, to-wit:

SUBSCRIBED and SWORN TO before me this 5th day of January, 1987,
by JOHN H. HEPPE, President, Baldwin Oaks Homeowners Association, Inc.

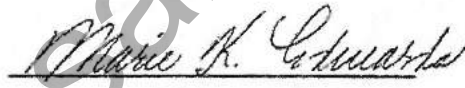

Notary Public

My Commission Expires: 8-13-89

STATE OF Virginia,

CITY/COUNTY OF Falls Church, to-wit:

SUBSCRIBED and SWORN TO before me this 1st day of December,
1986, by Rodger Kamuf as President of Westwood Homes, Inc., a Virginia
corporation.

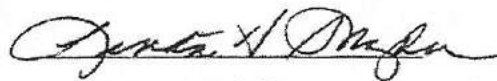

Notary Public

My Commission Expires: February 15, 1988

STATE OF VIRGINIA

CITY/COUNTY OF Stafford, to-wit:

SUBSCRIBED and SWORN TO before me this 9th day of December,
1986, by Bernard M. Sisson, Trustee.


Notary Public

My Commission Expires: 3-13-87

STATE OF Virginia,

CITY/COUNTY OF Alexandria, to-wit:

SUBSCRIBED and SWORN TO before me this day of 12th day of January,
1986, by James L. Polley, Trustee.

Ginda C. Dhirani

Notary Public
My Commission Expires October 20, 1989

My Commission Expires: _____

STATE OF VIRGINIA

CITY/COUNTY OF Fairfax, to-wit:

SUBSCRIBED and SWORN TO before me this 16th day of January, 1987,
by Henry R. Hart, Trustee.

Shawn M. Sharp

Notary Public

My Commission Expires: 6/22/90

STATE OF New Jersey,

CITY/COUNTY OF Middlesex, to-wit:

SUBSCRIBED and SWORN TO before me this 30th day of December, 1986,
by Paul G. Eilbacher as Vice President of Midlantic National Bank.

Christine E.K. Reho

Notary Public **CHRISTINE E.K. REHO**
NOTARY PUBLIC OF NEW JERSEY

My Commission Expires: August 21, 1990

My Commission Expires Aug. 21, 1990

STATE OF Virginia ,

CITY/COUNTY OF Falls Church , to-wit:

SUBSCRIBED and SWORN TO before me this 10th day of December , 1986,

by Vincent A. Tramonte, II, Trustee.

Sara J. Towery
Notary Public

My Commission Expires: 3/1/88

STATE OF VIRGINIA

CITY/COUNTY OF Falls Church , to-wit:

SUBSCRIBED and SWORN TO before me this 10th day of December , 1986,

by John A. Siciliano, Trustee.

Sara J. Towery
Notary Public

My Commission Expires: 3/1/88

STATE OF VIRGINIA

CITY/COUNTY OF Stafford , to-wit:

SUBSCRIBED and SWORN TO before me this 9th day of December , 1986,

by Michael A. Deacon as President on behalf
of Monument Construction Co., Inc. Defined Benefit Pension Plan.

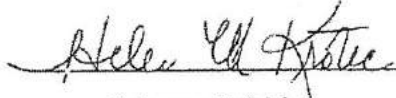
Janet H. Ornduff
Notary Public

My Commission Expires: 3-13-87

DISTRICT OF COLUMBIA:

CITY/COUNTY OF _____, to-wit:

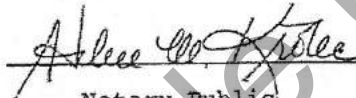
SUBSCRIBED and SWORN TO before me this 4th day of December, 1986,
by William C. Yowell, Jr., Trustee.


Notary Public

My Commission Expires: May 14, 1990

CITY/COUNTY OF _____, to-wit:

SUBSCRIBED and SWORN TO before me this 4th day of December, 1986,
by Junius S. Morgan, Trustee.

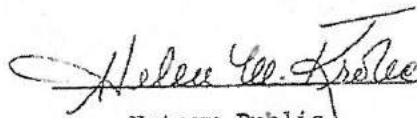

Notary Public

My Commission Expires: May 14, 1990

DISTRICT OF COLUMBIA:

CITY/COUNTY OF _____, to-wit:

SUBSCRIBED and SWORN TO before me this 4th day of December, 1986,
by Perry J. Rogers as Senior Vice President of American Security Bank.


Notary Public

My Commission Expires: May 14, 1990

DJS42:005