

EXHIBIT "B"

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WEDGEFIELD CORPORATION, a Virginia corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Fairfax, State of Virginia, which is more particularly described as:

Section One, WOODLYNNE COMMUNITY,
as the same is duly dedicated,
platted and recorded in Deed Book
4379 at Page 724 among the
land records of Fairfax County, Va.

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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Woodlynn Community Association, a Virginia nonstock corporation, 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.

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. 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, Section One, WOODLYNNE COMMUNITY, as the same is duly dedicated, platted and recorded in Deed Book 4372 at Page 734 among the land records of Fairfax County, Va.

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 Wedgefield Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

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

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his

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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;

(d) the right of individual owners to the exclusive use of parking spaces as provided in this Article.

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.

Section 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one vehicle parking space for each dwelling.

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. Provided, however, that the Class B. member shall be entitled to only one vote for each Lot owned upon 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 January 1, 1981.

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 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.

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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; and, under the provisions of Article V hereof, the homes situated on the properties.

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 One Hundred Twenty Dollars (\$120.00) 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 years 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 a vote 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 assessment for any Lot upon which no dwelling has been completed or any Lot owned by Declarant upon which there is an unoccupied dwelling shall be 25 percent (25%) of the assessment for other Lots.

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, subject to Sec. 3(d), above.

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

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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, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.



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ARTICLE VI
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

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

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

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article,

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each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

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.

ARTICLE VIII

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this 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 ten (10) years. This Declaration may be amended during the first twenty (20) year period by an Instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded among the land records of Fairfax County, Virginia.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; provided, however, additional land within the area may be annexed by the Declarant without the consent of members within 8 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 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21st day of April, 1976.

WEDGEFIELD CORPORATION

By: Robert J. Harris
Robert J. Harris, President

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia APR 29 1976 at 1:10 P.M.

This instrument was received and, with the certificate annexed, admitted to record with plat attached
Clerk

Teste: James E. Hooper, Jr.

FINAL PLAT
 RECOMMENDED FOR APPROVAL
 FAIRFAX COUNTY
 DIVISION OF COMMUNITY MANAGEMENT

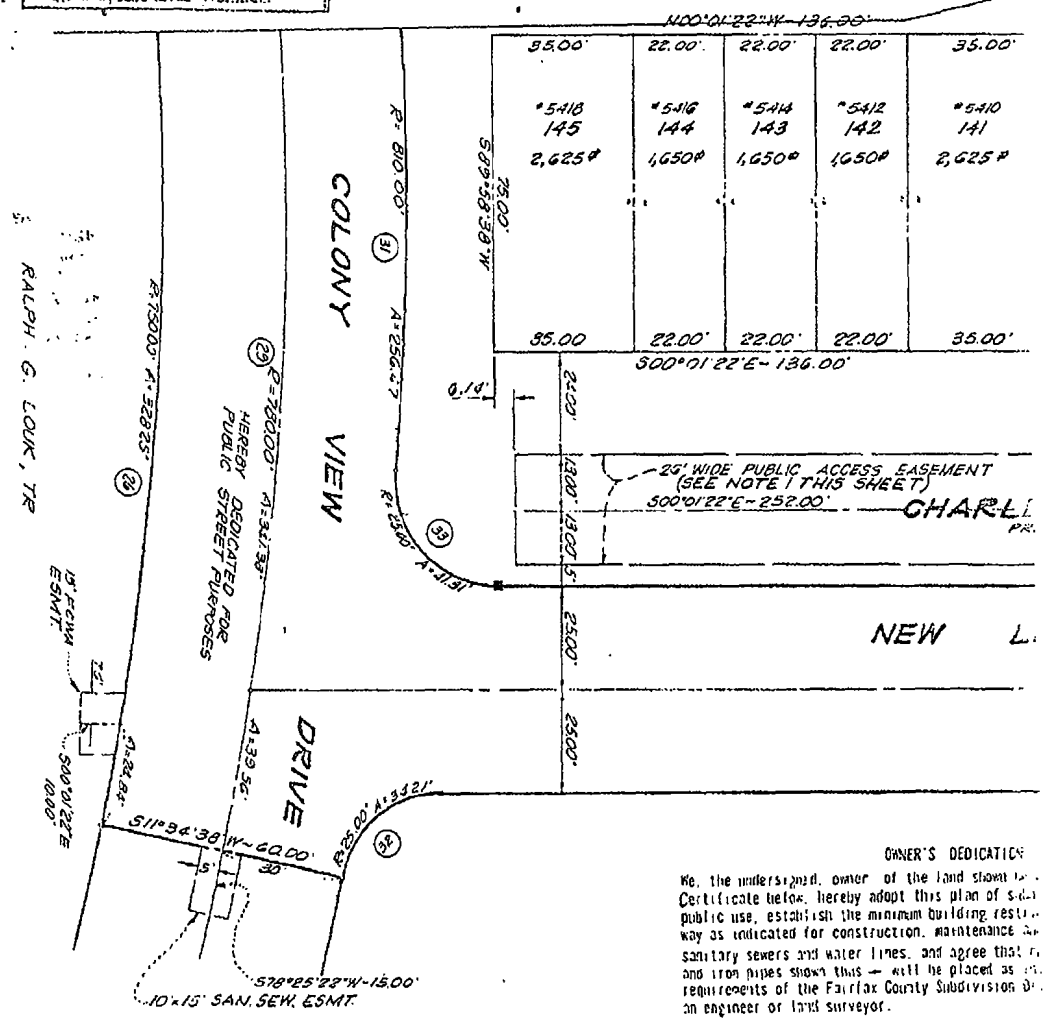
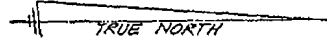
4/3/76 *Arthur E. ...*
 DATE

PER *JAW* 3/22/76
 BOARD OF SUPERVISORS
 FAIRFAX COUNTY, VIRGINIA

APPROVAL VOID IF PLAT IS NOT
 CARRIED FOR RECORD WITHIN 30
 DAYS AFTER SALE THEREOF.

RECORDED IN
 PUBLIC RECORDS
 OFFICE OF THE CLERK
 OF COURTS
 IN THE CITY OF FAIRFAX
 VIRGINIA

ALL SAID MAPS AND RECORDS
 SHALL BE KEPT IN THE OFFICE OF THE
 CLERK OF COURTS IN THE CITY OF FAIRFAX
 VIRGINIA AND THE RECORDS SHALL
 BE OPEN TO THE INSPECTION OF ALL
 PERSONS AT ALL TIMES.



OWNER'S DEDICATION:
 We, the undersigned, owner of the land shown on the Certificate below, hereby adopt this plan of subdivision for public use, establish the minimum building restrictions, way as indicated for construction, maintenance of sanitary sewers and water lines, and agree that all and iron pipes shown this - will be placed as required by the Fairfax County Subdivision Ordinance, an engineer or land surveyor.

3-26-76

Date

AREA TABULATION

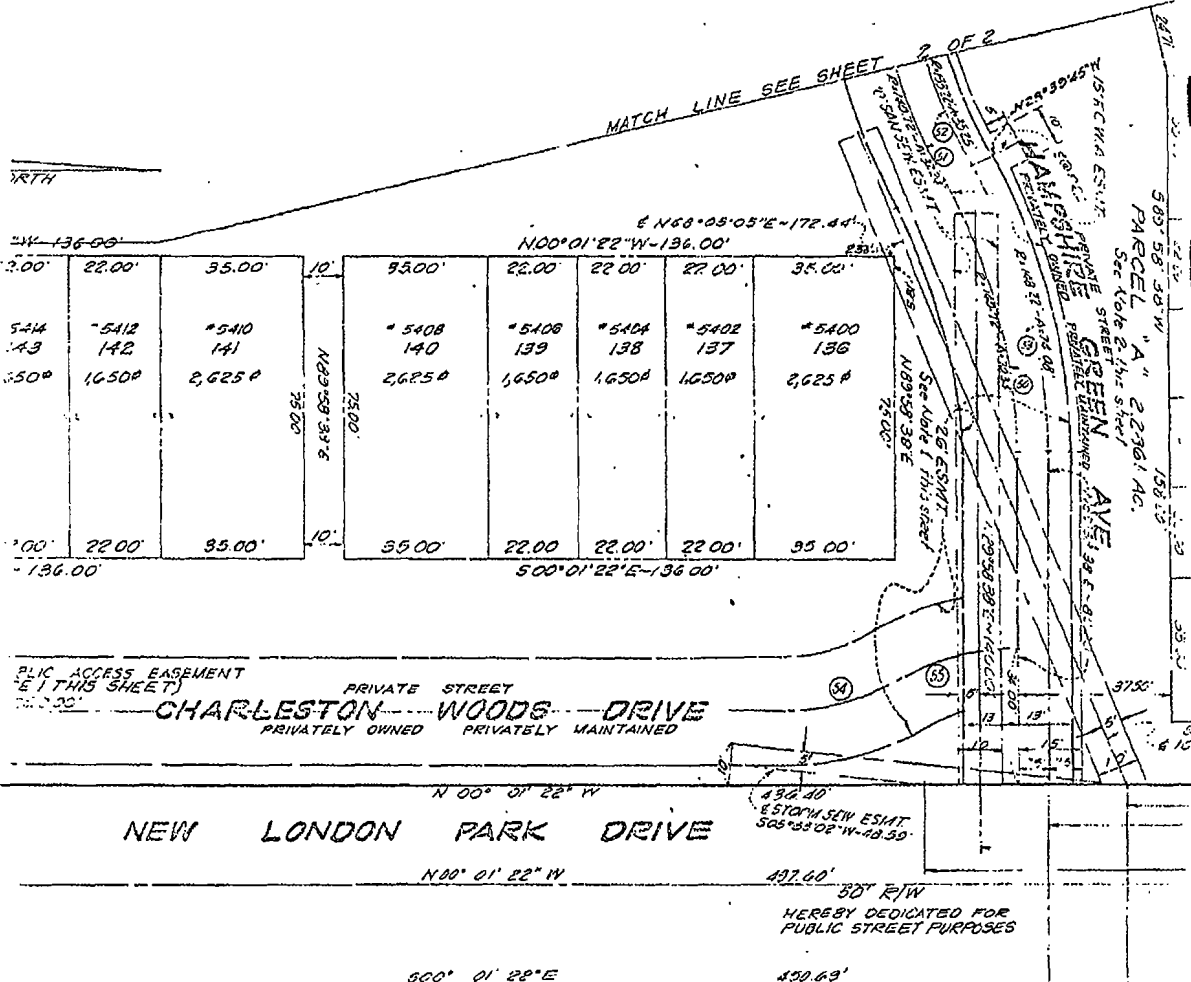
Lots (46)	2.0700 Acres
Streets	2.3562 Acres
Parcel "A"	2.2861 Acres (includes 0.3343 Ac. of Ingress & Egress Esmt.)
Total	6.7123 Acres

DENSITY: 6.85 Lots/Ac.
 LOT COVERAGE: 30.83%

THIS SUBDIVISION HAS BEEN APPROVED FOR DEVELOPMENT UNDER ZONING DISTRICT C-30-1.7.2 COL 4 OF THE FAIRFAX COUNTY ZONING ORDINANCE.

THIS APPROVAL IS NOT A GUARANTEE BY THE COUNTY ENGINEER

SURVEYOR'S CERTIFICATE
 I, Richard H. Kehr, a duly Certified Land Surveyor, certify that the land delineated on this plat is PARADISE, a Virginia Corporation, and recorded in the Public Records of Fairfax County, Virginia. I further certify that the land shown hereon lies on the original tract; that this plat represents an accurate and correct subdivision of the land in accordance with the requirements of the Fairfax County Subdivision Ordinance.
 Given under my hand this 13th day of January, 1976



OWNER'S DEDICATION
 I, the undersigned, owner of the land shown hereon and described in the Surveyor's plat below, hereby adopt this plan of subdivision, dedicate the streets to establish the minimum building restriction lines, reserve the rights-placed for construction, maintenance and operation of streets, storm and gas and water lines, and agree that concrete monuments shown this plat as shown this plat will be placed as indicated all in accordance with the of the Fairfax County Subdivision Ordinance under the supervision of the undersigned surveyor.

RALPH G. LOUK, TR.

THE WEDGEFIELD CORPORATION
 Robert Harris, President

SURVEYOR'S CERTIFICATE
 I, Richard H. Kehr, a duly Certified Land Surveyor in the State of Virginia, do hereby certify that the land delineated on this plat is now in the name of THE WEDGEFIELD CORPORATION, Virginia Corporation, and recorded in Deed Book 4227 Page 741 in the Land Records of Fairfax County, Virginia.
 I certify that the land shown hereon lies entirely within the bounds of the County of Fairfax, Virginia, and that this plat represents an accurate survey of the same, and that all bearings are referred to True North in accordance with the requirements of the Fairfax County Ordinance.
 Witness my hand this 13th day of January, 1976.

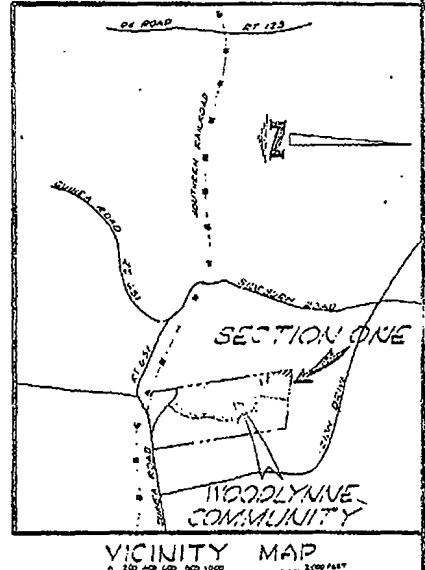


15' TEMPORARY STORM SEWER EASEMENT (to be abandoned when storm sewer pipe system is extended downstream from New London Park Drive.)

APPROVED
 CITY OF FAIRFAX
 W.D. Boyce, Jr.
 3/3/76

CURVE DATA

NO	Δ	R	A	T	CB	C
26	25°04'36"	750.00'	378.25'	166.80'	S89°02'20"W	325.63'
29	25°04'36"	700.00'	341.38'	173.47'	S89°02'20"W	338.66'
31	78°06'20"	810.00'	250.47'	129.31'	N85°34'16"E	255.39'
32	78°24'00"	25.00'	34.21'	20.39'	S39°13'22"E	31.60'
33	94°39'51"	25.00'	41.31'	27.12'	N47°18'34"E	36.76'
34	90°00'00"	25.00'	39.27'	25.00'	S31°30'00"W	35.35'
35	40°00'00"	25.00'	39.27'	25.00'	S58°29'16"E	35.35'
50	28°28'21"	140.72'	70.34'	35.92'	S75°39'28"W	69.61'
51	15°00'45"	140.72'	70.34'	35.92'	S68°55'09"W	31.13'
52	15°00'45"	139.22'	35.25'	17.78'	S66°35'08"W	23.51'
53	28°36'21"	148.72'	74.36'	37.81'	S55°59'28"W	27.32'
54	31°17'26"	55.00'	30.04'	15.40'	S15°40'05"W	29.64'
55	31°17'26"	55.00'	30.04'	15.40'	N15°40'05"E	29.64'
56	31°00'00"	210.00'	113.02'	58.24'	N11°11'18"E	119.24'
57	20°00'00"	145.00'	50.61'	25.57'	N60°56'56"E	41.54'



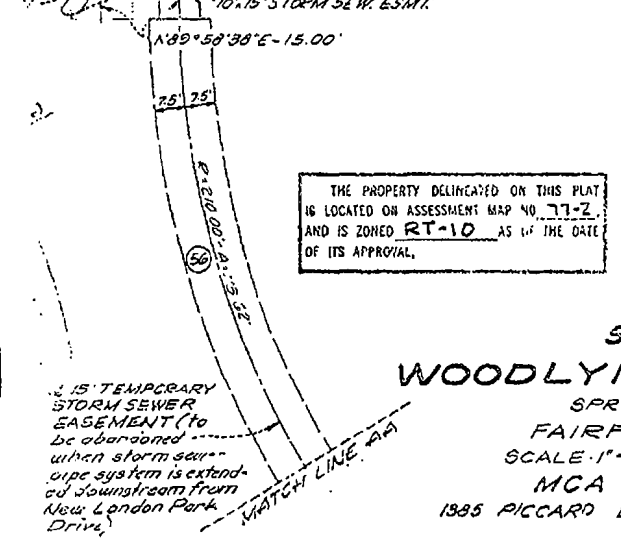
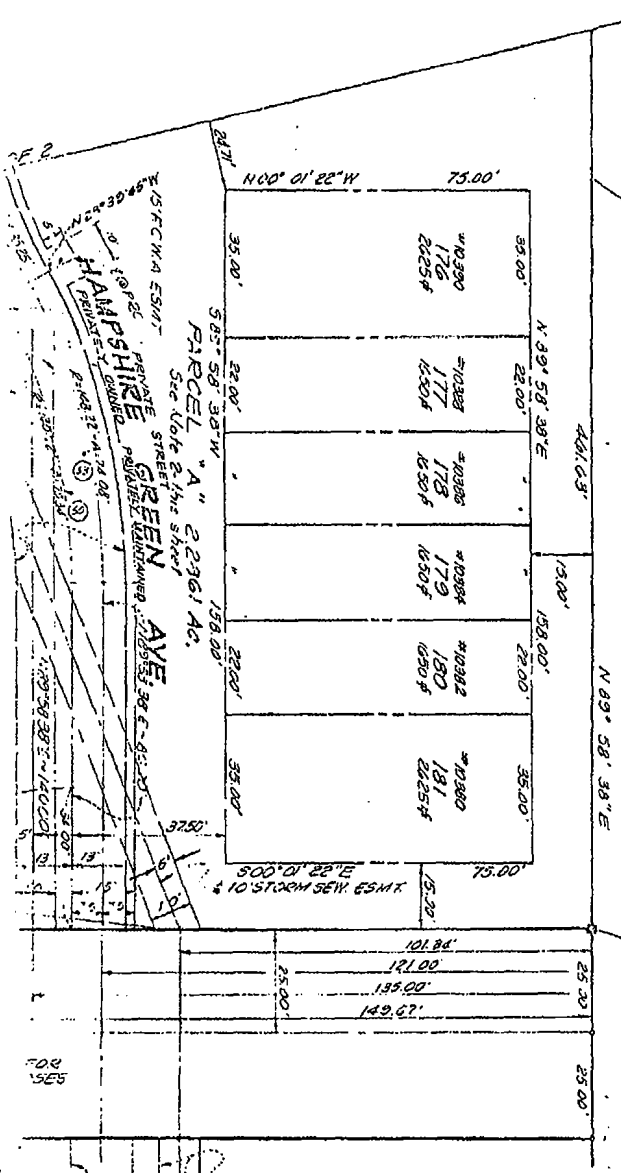
- NOTES
- Easement for ingress, egress, construction and maintenance of utilities, for County and other emergency vehicles over all private streets.
 - Parcel A to be conveyed to the home owners association. These areas shall not be denuded, defaced nor otherwise disturbed in any manner at any time without the approval of the appropriate County Departments.

THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP NO. 71-2 AND IS ZONED RT-10 AS OF THE DATE OF ITS APPROVAL.

SECTION ONE
 WOODLYNNE COMMUNITY
 SPRINGFIELD DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE 1" = 25' NOV, 1975
 MCA ENGINEERING ASSOC. INC.
 1385 PICCARD DRIVE, ROCKVILLE, MARYLAND
 301-948-4660

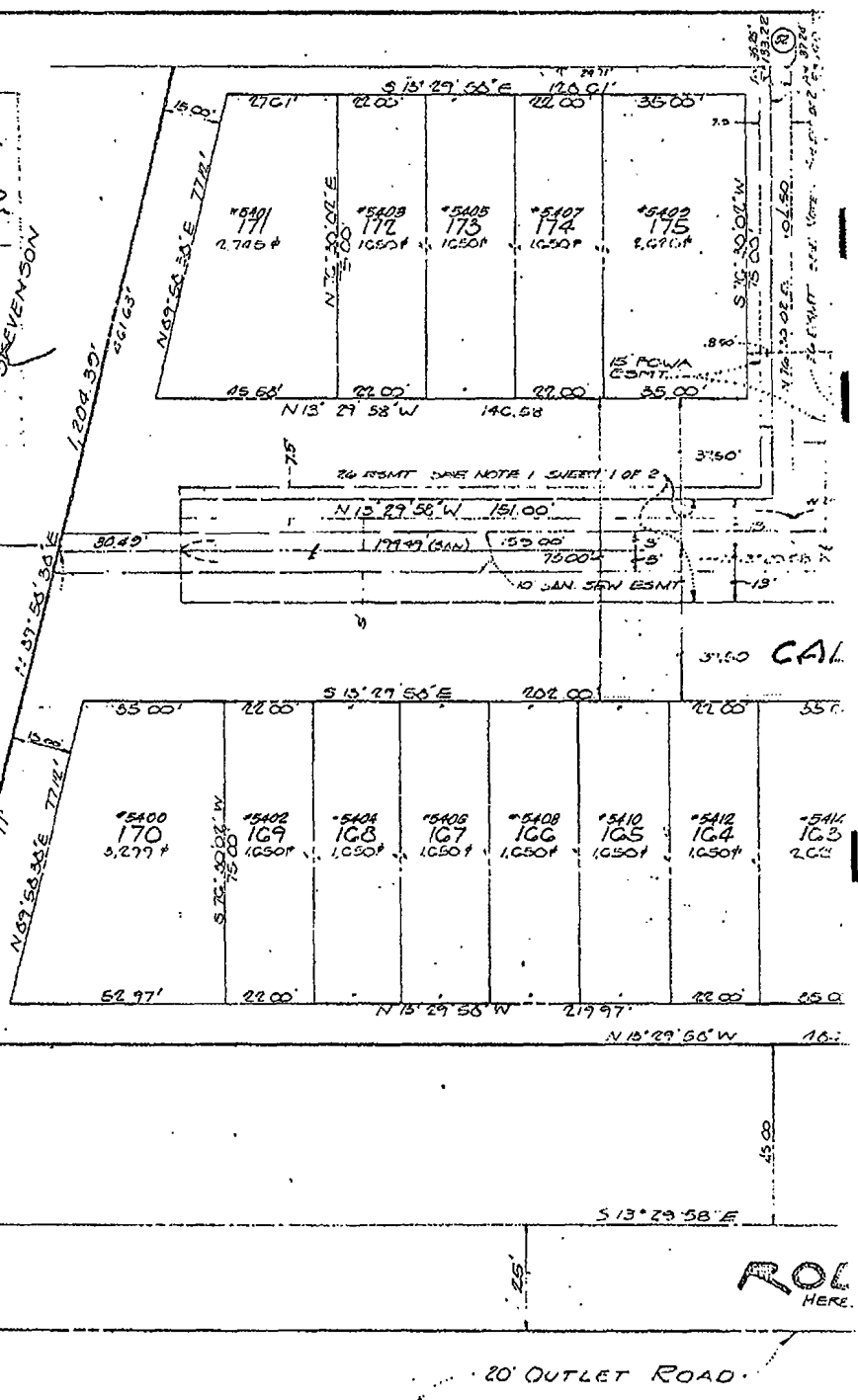
1402B

11-75-140



FINAL PLAT
 RECOMMENDED FOR APPROVAL
 FAIRFAX COUNTY
 DIVISION OF PLANNING AND SUBDIVISION
Arthur L. P...
 BOARD OF SUPERVISORS
 FAIRFAX COUNTY, VIRGINIA
 4-8-76 *John ...*
 APPROVED FOR RECORD
 OFFICE OF THE CLERK
 DAYS

DEPARTMENT OF
 CONSUMER AFFAIRS
 Division of Design Review
 Fairfax, Virginia
 All cited building codes and standards
 conform to the requirements of the
 office and the subdivision of the
 plat and the subdivision of the
 or have been reviewed.
 PS *3/26/76*
Jaw



151 150 182.07 149 N 13

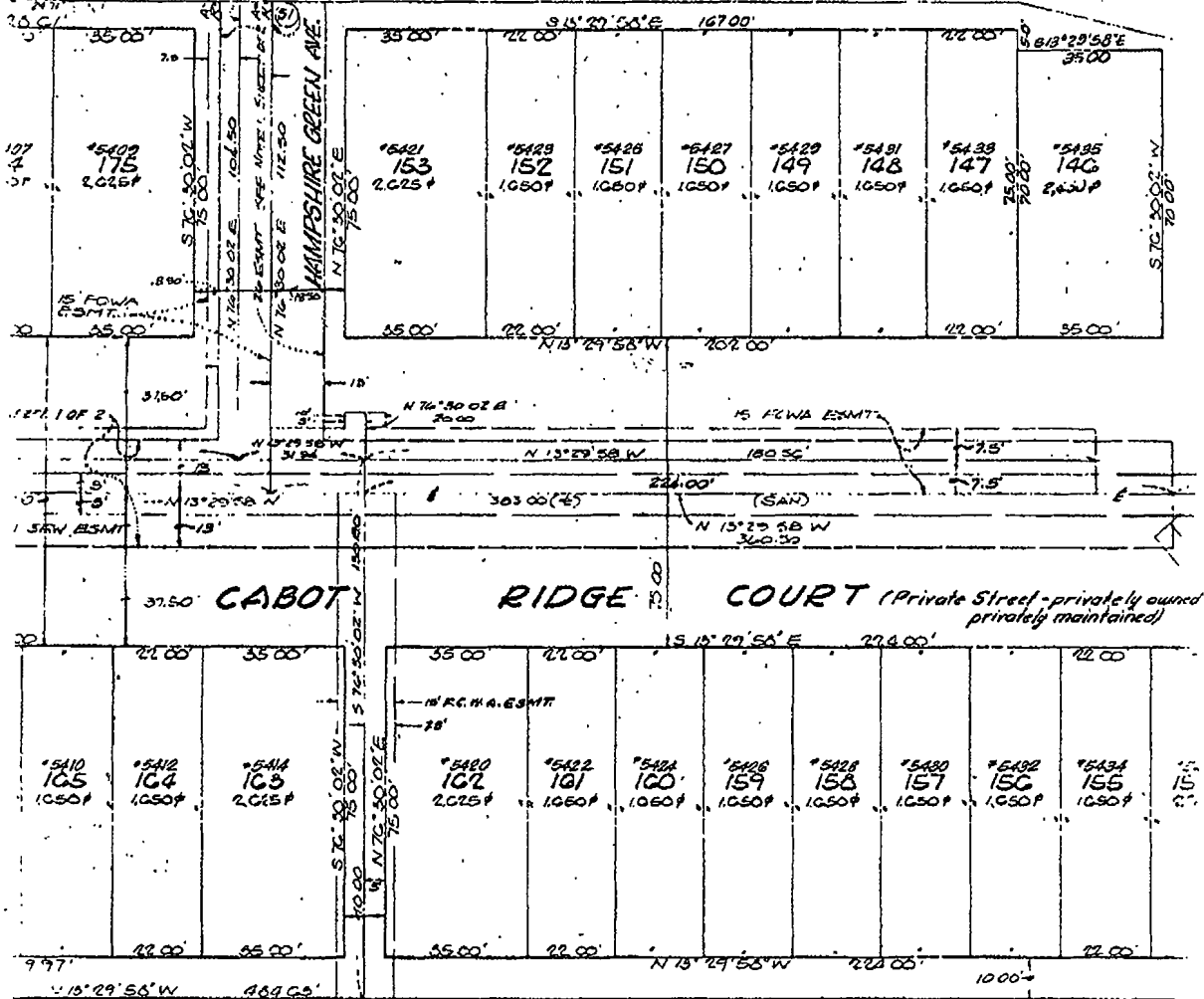
BONNIE SECTION

NELLIE WHITE
 SUGAR FOC
 1/2 ACRES
 UNIMPROVED
 1/2 ACRES
 1/2 ACRES

20' OUTLET ROAD

ROL HERE

MATCH LINE SEE SHEET 1



ROBERTS ROAD

HEREBY DEDICATED FOR PUBLIC STREET PURPOSES

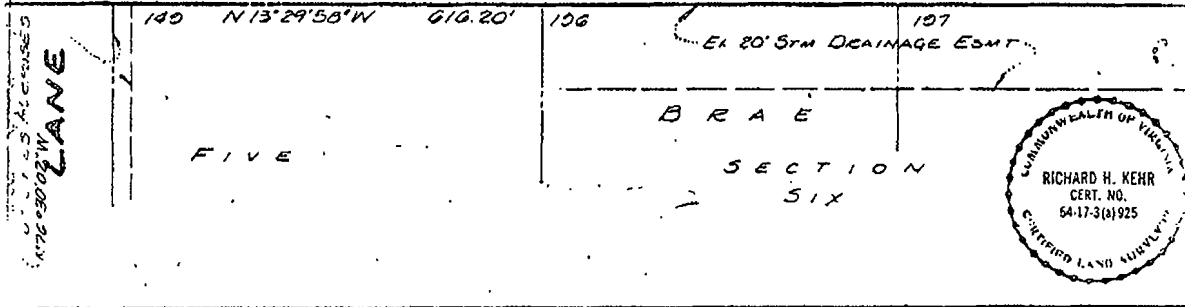
N 13° 29' 58" W

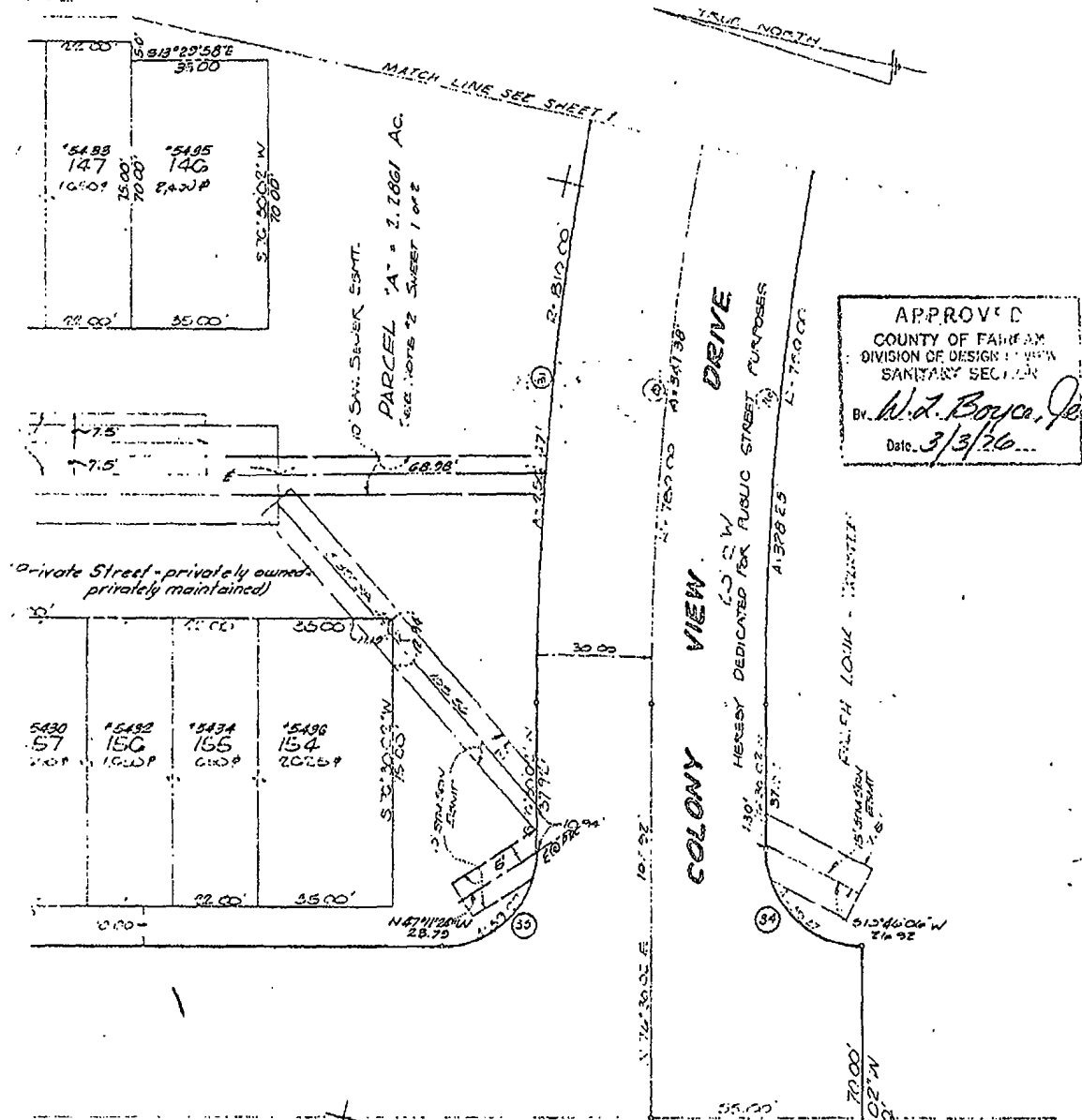
611.41'

PARCEL 'B' 0.2818 AC

HEREBY DEDICATED FOR PUBLIC STREET PURPOSES

ET ROAD





PURPOSES

107	108	109
AGE EMBT.		

SECTION ONE
WOODLYNNE COMMUNITY

SPRINGFIELD DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE 1"=25' NOV. 1975
MCA ENGINEERING ASSOC. INC.
1885 PICCARD DRIVE, ROCKVILLE, VA, SPYLAND
301 946 4660

