

THIS DECLARATION IS BEING RE-RECORDED SOLELY TO CORRECT ARTICLE VII, SECTION 3,
PARAGRAPH (a).

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF STANLEY FOREST

THIS DECLARATION, made on the date hereinafter set forth by CURTIS F. PETERSON, INC., hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Coles Magisterial District, County of Prince William, Commonwealth of Virginia, which is more particularly described on Exhibit A attached hereto.

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 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 Stanley Forest Homeowners Association, its successors or assigns.

Section 2. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of its owners.

Section 3. "Declarant" shall mean and refer to CURTIS F. PETERSON, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 4. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document, as same may from time to time be amended, together with any and all Tract Declarations which may be recorded by Declarant, as said Tract Declarations may be amended from time to time relating to all or part of the Stanley Forest.

Tax exempt pursuant to Virginia
Code Section 58.1 - 809 (2)

Odin, Feldman & Pittleman, P.C.
10505 Judicial Drive
Fairfax, Va. 22030

TURN TO:

Section 5. "Stanley Forest" shall mean all real property located in the County of Prince William, Commonwealth of Virginia, which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto.

Section 6. "Living Unit" shall mean and refer to any portion of a Multifamily Structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 7. "Lot" shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within Stanley Forest with the exception of the Common Area.

Section 8. "Multifamily Structure" shall refer to a structure with two or more Living Units under one roof except when such Living Unit is situated upon its own individual Lot as defined herein.

Section 9. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein "Owner" shall not include a lessee or tenant of an apartment, condominium, or a Single Family Residence. For the purposes of ARTICLE IV only, unless the context otherwise requires, "Owner" shall also include the Family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot. The term "Owner" shall not include a Developer, who for this Declaration shall be defined as a builder, contractor, investor or other person or entity who purchases a Lot in Stanley Forest for the purpose of resale thereof to a Public Purchaser, or for the purpose of constructing improvements thereon for resale to a Public Purchaser.

Section 10. "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 11. "Public Purchaser" shall mean any person or other legal entity who becomes an Owner of any Lot within Stanley Forest.

Section 12. "Section" shall mean all that land area containing lots recorded by Subdivision Plat for residential purposes encompassed in a specific stage of development as set forth more particularly in the general plan of development as approved by Prince William County and as amended from time to time.

Section 13. "Tract Declarations" shall mean any declaration of covenants, conditions and restrictions which may be recorded by Declarant, relating to all or part of Stanley Forest.

Section 14. "Subdivision Plat" shall mean a recorded Plat covering any or all the property referred to in this Declaration or annexed thereto.

Section 15. "Visible from Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

Section 16. "Single Family Residence" shall refer to a structure containing one dwelling unit only and not occupied by more than one family.

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 Lot remains unpaid; and for a period not to exceed 60 days for any infraction of this Declaration or the Stanley Forest Rules.

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

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or his guests or invitees.

Section 3. Approval of the site plan for Common Area development by Prince William County or its designated county agency shall constitute approval on behalf of the Declarant, the Association, the Board of Directors, and all owners of any Lots within Stanley Forest; and said areas shall thereby be accepted by

the Declarant, the Association, the Board of Directors and all Lot owners of property encompassed within this Declaration without further approval, inspection, improvements, or changes in said areas.

Section 4. All owners shall have an easements of enjoyment in and to all bike paths or walkways located in the Common Area.

Section 5. The Declarant hereby covenants for itself, its heirs, successors and or assigns, that the Declarant will convey fee simple title of the Common Areas and all improvements thereon to the Association, free of any and all encumbrances and liens, but subject to assessment, covenants, restrictions and conditions contained herein.

ARTICLE III

PROPERTY SUBJECT TO THE STANLEY FOREST RESTRICTIONS

Section 1. General Declaration Creating STANLEY FOREST. Declarant shall develop or cause to be developed Stanley Forest by subdivision into various Lots and Tracts. As each is developed, Declarant intends, with respect to particular property, to record or cause to be recorded one or more Tract Declarations which will incorporate this Declaration therein by reference, and which may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate for that property, subject to the approval of the FHA and VA, if applicable.

Thereafter, Declarant or its successors or assigns intend to sell and convey, to Public Purchasers, Lots in the property so developed subject to both this Declaration and the Tract Declarations, if any, for that Tract. Declarant hereby declares that all of the real property within Stanley Forest is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration and any recorded Tract Declarations, as amended or modified from time to time. This Declaration and said Tract Declarations are declared and agreed to be in furtherance of a general plan for the subdivision, improvements and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners and their successors in interest.

Section 2. Staged Developments. Additional land without the area heretofore described may be annexed by the Declarant or its successors or assigns without the consent of Members within five (5) years of the date of this Declaration provided that FHA and the VA, if applicable, determine that the annexation is in accord with

the general plan heretofore approved by them. Such annexed land may, but shall not necessarily include, additional land for Single Family Residential Use, Common Area, Commercial Area, and Multi-family Residential Use (including apartments and condominiums).

ARTICLE IV

LAND USE CLASSIFICATIONS PERMITTED USES AND RESTRICTIONS

Section 1. Land Use Classifications. As each tract or portion thereof within Stanley Forest is developed and annexed, the use classifications, restrictions, easements, rights of way, and other matters including new or different uses and restrictions thereof, including any number of subclassifications thereof for any special uses, shall be fixed by Declarant or its successors or assigns in any Tract Declaration which may be recorded for that Tract, subject to the approval of FHA and VA, if applicable. In exercising such authority as granted herein, Declarant shall not impose any new land use classifications or new restrictions which are not generally in consonance with existing uses and restrictions applicable to Stanley Forest. When property is annexed to Stanley Forest, the use classifications thereof shall be established by the Tract Declaration covering said property.

Section 2. Permitted Uses and Restrictions - Single Family. The permitted uses, easements, and restrictions for all property in this classification within Stanley Forest covered by this Declaration, except for Common Area, shall be as follows:

A. Single Family Residential Use. All property in this classification shall be used, improved and devoted exclusively to Single Family Residential Use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any such property without the approval of the Board of Directors. Nothing herein shall be deemed to prevent the leasing of all such property to a single family from time to time by the Owner thereof, subject to all of the provisions of The Declaration. No structure whatever, other than one private, Single Family Residence, together with a private garage for not more than three (3) cars, a guest house or servant quarters, shall be erected, placed or permitted to remain on any Lot.

B. Animals. No animals, birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any property within Stanley Forest and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be Visible from Neighboring Property. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular

animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein.

C. Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any property within Stanley Forest, whether attached to a building or structure or otherwise, unless approved by the Architectural Committee.

D. Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any property within Stanley Forest unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Committee.

E. Improvements and Alterations. No improvements, alterations, repairs, excavations or other work which in any way alters the exterior appearance of any property within Stanley Forest or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by Declarant to a Public Purchaser or annexed to Stanley Forest, whichever is later, shall be made or done without the prior approval of the Architectural Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Committee or any committee established by the Architectural Committee for the purpose. Pursuant to its rulemaking power, the Architectural Committee shall establish a procedure for the preparation, submission and determination of applications for any such alteration or improvement. The Architectural Committee shall have the right to refuse to approve any plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surrounding land and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the Architectural Committee. No changes or

deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Committee. All decisions of the Architectural Committee shall be final and no Lot Owner or other parties shall have recourse against the Architectural Committee for its refusal to approve any such plans and specifications or plat plan, including lawn area and landscaping.

F. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time for a residence on any property within Stanley Forest either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction.

G. Trailers and Motor Vehicles. Except with approval of the Architectural Committee, no mobile home, trailer of any kind, truck, camper, boat, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed, or repaired upon any property or street (public or private) within Stanley Forest in such a manner as will be Visible from Neighboring Property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Committee.

H. Maintenance of Lawns and Plantings.

(1) By Owner. Each Owner of a Lot within Stanley Forest shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material; provided, however, that such Owner shall not be responsible for maintenance of any other Area as to which Declarant or the Association has assumed the responsibility. Declarant or the Association or its authorized agents shall have the right at any reasonable time to enter upon any Lot of Owner to plant, replace, maintain, and cultivate shrubs, trees, grass or other plantings located thereon at cost to the Owner.

(2) By the Association. The Association shall have the right, at any time, to plant, replace, maintain and cultivate shrubs, trees, grass and plantings on any property within Stanley Forest other than on a Lot, and on such easements over an Owner's Lot as may have been granted to Declarant or the Association, regardless of whether any Owner or the Association is responsible hereunder for maintenance of such areas. No Owner shall remove,

alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any such property by Declarant or the Association without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon land properly within such other areas, at any reasonable time, for the purpose of planting, replacing, maintaining or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing.

I. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within Stanley Forest, and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance.

J. Repair of Buildings. No building or structure upon any property within Stanley Forest shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

K. Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within Stanley Forest except in covered containers of a type, size and style which are approved by the Architectural Committee. In no event shall such containers be maintained so as to be Visible from Neighboring Property except to make the same available for collection and then, only the shortest time reasonably necessary to effect such collection. The Board shall have the right, in its sole discretion, to require all Owners to subscribe to a specific location for trash service. All rubbish, trash, garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

L. Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any property within Stanley Forest unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and shall not be Visible from Neighboring Property.

M. Encroachments. No tree, shrub, or planting of any kind on property devoted to Single Family Residential Use within Stanley Forest shall be allowed to overhang or otherwise to

encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of twelve (12) feet, without the prior approval of the Architectural Committee.

N. Right of Way. During reasonable hours, Association, any member of the Architectural Committee, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any property within Stanley Forest, and the improvements thereon, except for the interior portions of any residence, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

O. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any property within Stanley Forest except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structure, or other improvements, and except that which Declarant or the Association may require for the operation and maintenance of Stanley Forest.

P. Restriction on Further Subdivision. No Lot within Stanley Forest shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner without the prior written approval of the Board. This provisions shall not, in any way, limit Declarant from subdividing or separating into smaller lots or parcels any property not yet platted or subdivided into Lots owned by Declarant. No portion of a Lot but for the entire Lot, together with the improvements thereon, may be rented, and only to a single family.

Q. Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) which are Visible from Neighboring Property shall be erected or maintained on any Lot or parcel of property within Stanley Forest except:

(1) Such signs as may be required by legal proceedings;

(2) Not more than two (2) residential identification signs each of a combined total face area of seventy-two (72) square inches or less;

(3) During the time of construction of any building or other improvement, one job identification sign not larger than eighteen by twenty-four (18 x 24) inches in height and width and having a face area not larger than three (3) square feet;

(4) Such signs the nature, number and location of which have been approved in advance by the Architectural Committee;

(5) Such signs, the number, type and size of which as may be approved from time to time by Declarant for Developers; and

(6) Realtor for sale or rent signs not larger than two by three (2 x 3) feet square.

R. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent erection or maintenance by Declarant, or its duly authorized agents, of structures, improvements or signs necessary or convenient to the development, identification, or sale of property within Stanley Forest, in accordance with its general plan of development previously approved by FHA/VA, if applicable.

S. Utility Easements. There is hereby created a blanket easement upon, across, over and under the above-described and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television, cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of said residences. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities service lines may be installed or relocated on said premises except as initially programmed and approved by the major building of said premises or thereafter approved by the said builder or the Board. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

Each residence shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the original builder. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the residence is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments or parts of the adjacent residence due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Anything herein to the contrary notwithstanding, any such encroachment shall not exceed one (1) foot.

T. Party Walls. The rights and duties of Owners with respect to Party Walls or Party Fences shall be as follows:

(1) The Owners of contiguous lots who have a Party Wall or Party Fence shall both equally have the right to use such wall or fence, provided that such use by one owner does not interfere with the use and enjoyment of same by the other owner.

(2) In the event that any Party Wall or Party Fence is damaged or destroyed through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the Party Wall or Fence without cost to the other adjoining Lot Owner or Owners.

(3) In the event any such Party Wall or Party Fence is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act of an adjoining Owner, his agents, guests or family, it shall be the obligation of all Owners whose lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

(4) Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any Party Wall without prior consent of all Owners of any interest therein, whether by way of easement or in fee.

(5) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a Party Wall or Party Fence, or with respect to the sharing of the cost thereof, such adjoining Owners shall submit the dispute to an arbitration panel consisting of two impartial arbitrators, one arbitrator chosen by each of the adjoining Owners, the decision of which shall be binding. If the two arbitrators cannot agree upon a decision, an additional impartial arbitrator selected by the first two arbitrators shall be added to the arbitration panel; the decision of a majority of the three arbitrators shall be binding.

Section 3. Permitted Uses and Restrictions - Common Area. The permitted uses and restrictions for Common Areas shall be as follows:

A. Maintenance by Association. The Association may, at any time, as to any Common Area, conveyed, leased, or transferred to it, or otherwise placed under its jurisdiction, in the discretion of the Board, without any approval of the Owners being required:

(1) Reconstruct, repair, replace or refinish any improvements or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in accordance with (a) the last plans thereof approved by the Board of Directors, (b) the original plans for the improvements, or (c) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as same existed;

(2) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway, parking area, and waterfront facilities;

(3) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;

(4) Place and maintain upon any such area such signs as the Board of Directors may deem appropriate for the proper identification, use and regulation thereof.

(5) Do all such other and further acts which the Board of Directors deem necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration;

(6) The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.

(b) Damage or Destruction of Common Areas by Owners. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by the Owner or other persons responsible for such repairs, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

ARTICLE VI

STANLEY FOREST HOMEOWNERS ASSOCIATION

Section 1. Organization.

A. The Association. The Association is a nonprofit Virginia corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

B. Subsidiary Associations. The Association shall have the right to form one or more subsidiary associations, for any purpose or purposes deemed appropriate by the unanimous vote of the Board. Without limiting the generality of the foregoing, one or more subsidiary associations may be formed for the operation and maintenance of any specific area located within Stanley Forest and for the operation of recreational facilities. However, such subsidiary associations shall be subject to this Declaration and may

not take any action to lessen or abate the rights of the homeowners herein.

C. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such Officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as same may be amended from time to time.

Section 2. Power and Duties of the Association. The Board of Directors of the Association shall have such rights, duties and powers as set forth in the Articles and By-Laws, as same may be amended from time to time, provided such are not in contravention of this Declaration.

Section 3. The Stanley Forest Rules and Book of Resolutions. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration adopt, amend, and repeal rules and regulations to be known as the "Stanley Forest Rules". The Stanley Forest Rules will govern the use of any common area by any Owner, by the Family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that the Stanley Forest Rules may not discriminate against Owners and shall not be inconsistent with this Declaration, the Articles or the By-Laws. A copy of the Stanley Forest Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may be recorded. Upon such recordation, said Rules shall have the same force and effect as if they were set forth in and were a part of the Declaration. The Stanley Forest Rules shall be kept at the Association Office in the Book of Resolutions which identify the time, place, resolution and Board members involved in such action. The Book of Resolutions shall contain all the actions of the Board relating to governing, operating and managing policies of a general enabling and requirement nature. The Association shall upon request by any Member and for a reasonable cost, make available copies of the Book of Resolutions.

Section 4. Personal Liability. No member of the Board of Directors or any Committee of the Association, or any officers of the Association, or the Manager, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, the Manager or any other representative or employees of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE VI

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 (1) vote for each Lot owned and each Living Unit owned represented by recorded plat(s) of Multifamily Structure(s) within Stanley Forest or annexations thereto. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant, its successors or assigns, and shall be entitled to three (3) votes for each Lot owned and each Living Unit owned represented by recorded plat(s) of Multifamily Structure(s) within Stanley Forest or annexations thereto. The Class B membership shall cease and be converted to Class A membership, as the case may be, 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) At the expiration of five (5) years after the date of the Declaration, provided that if a Tract Declaration is filed annexing additional land pursuant to Article III of the Declaration at any time or times prior to expiration of said five (5) year period (as same may have been extended by the filing of any Tract Declaration), such period shall be extended each time until the expiration of three (3) years from the date of filing of the last such Supplemental Declaration. Upon the conversion of Class B to Class A membership, no action may be taken by the Association which would serve to impede the installation of Common Area facilities substantially represented in plans of public record particularly as they may have been required and/or approved by public agencies except with the assent of the Association, the Federal Housing Administration and the Veterans Administration, if applicable.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within Stanley Forest, 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 attorneys' 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 assessment, together with interest, costs and reasonable attorneys' 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 successor 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 Stanley Forest 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 as following for each class as designated:

(a) Class A: \$207.00 per ~~month~~ year.

(b) Class B - shall pay 25% of the Class A assessment on any vacant lot or lot superimposed with an unsold, unoccupied residential structure.

(c) 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 five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(d) 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 five percent (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.

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

Section 4. Special Assessment 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 Section 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 within each class of membership and may be collected on a quarterly basis. However, the amount of the assessment in any one year and from year to year may vary between developed and improved Lots, between a Single Family Area and a Multiple Family Area (including apartments and condominiums, and between Single and Multiple Family Areas and areas devoted to other uses).

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all recorded Lots within a Section on the first day of the month following the conveyance of the Common Area within that Section. The Common Area will be conveyed to the Association prior to the conveyance of any Lot in that Section. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board 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.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Each Owner of any Lot shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by

suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner and Member agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner or Member. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or without limitation of the foregoing, by either or both of the following procedures:

A. Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against an Owner or Member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eight percent (8%) per annum from the date of delinquency, court costs, and reasonable attorneys' fees in such amount as the Court may adjudge against the delinquent Owner or Member.

B. Enforcement by Lien. There is hereby created a claim of lien, with power of sale, on each and every Lot within Stanley Forest to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under Stanley Forest Restrictions, together with interest thereon at the rate of eight percent (8%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim of lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

1. The name of the delinquent Owner;
2. The legal description and street address of the Lot against which the claim of lien is made;
3. The total amount claimed due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees (with any proper offset allowed);

4. That the claim of lien is made by the Association pursuant to Stanley Forest Restrictions; and

5. That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon recordation of duly executed original or copy of such a claim of lien, and mailing a copy thereof to said Owner, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any Lot, assessments on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are specifically described in Section 9 hereinafter. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the laws of the State of Virginia, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association shall have the power to bid in any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot. In the event such foreclosure is by action in court, reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a Lot in Stanley Forest, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this matter.

Section 9. Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of first and/or second 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 assessment as to payments which became due prior to such sale or transfer provided that such assessments cannot be satisfied from the proceeds of such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due and from the lien thereof.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Organization, Power of Appointment and Removal of Members. There shall be an Architectural Committee, organized as follows:

A. Committee Composition. The Architectural Committee shall consist of three (3) regular members and two (2) alternate members. None of such members shall be required to be an architect

or to meet any other particular qualifications for membership provided, however, that at least one member shall be a member of the Board of Directors.

B. Alternate Members. In the event of the absence or disability of one or two regular members of said Committee, he remaining regular member or members, even though less than a quorum, may designate either or both of the alternate members to act as substitutes for the absent or disabled regular member or members for the duration of such absence or disability.

C. Initial Members. The following persons are hereby designated as the initial members of the Architectural Committee:

Office no. 1 - Curtis F. Peterson

Office no. 2 - Joel Mostrom

Office no. 3 - Michael Bingley

Office no. 4 - _____

Office no. 5 - _____

D. Terms of Office. Unless the initial members of the Architectural Committee have resigned or been removed, their terms of office shall be for the periods of time indicated below, and until the appointment of their respective successors:

1. The term of Office No. 1 shall expire January 1, 1992.

2. The term of office No. 2 shall expire January 1, 1992.

3. The term of Office No. 3 shall expire January 1, 1992.

4. The term of Office No. 4 and Office No. 5 shall both expire January 1, 19__.

Thereafter, the term of each Architectural Committee member appointed shall be for the period of three (3) years and until the appointment of his successors. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed.

E. Appointment and Removal. The right to appoint and remove all regular and alternate members of the Architectural Committee any time, shall be and is hereby vested solely in the Board of Directors, provided, however, that no regular or alternate member may be removed from the Architectural Committee by the Board of Directors except by the vote or written consent of four-fifths

of all of the members of the Board of Directors. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the Recordation of a declaration identifying each new regular or alternate member appointed to the Committee and each regular or alternate member replaced or removed therefrom.

F. Resignations. Any regular or alternate member of the Architectural Committee may at any time resign from the Committee by giving written notice thereof to Declarant or to the Board of Directors, whichever then has the right to appoint Committee members.

G. Vacancies. Vacancies on the Architectural Committee however caused, shall be filled by the Declarant or the Board of Directors, whichever then has the power to appoint Committee members. A vacancy or vacancies on the Architectural Committee shall be deemed to exist in case of the death, resignation or removal of any regular or alternate member.

Section 2. Duties. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Committee Rules, to perform other duties delegated to it by the Board of Directors, and to carry out all other duties imposed upon it by Stanley Forest Restrictions.

Section 3. Meetings and Compensation. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. Subject to the provisions of Paragraph B of Section 1 above, the vote or written consent of any two regular members, at a meeting or otherwise, shall constitute the act of the Committee unless the unanimous decision of the Committee is required by any other provisions of Stanley Forest Restrictions. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Architectural Committee shall not be entitled to compensation for their services.

Section 4. Architectural Committee Rules. The Architectural Committee may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, rules and regulations, to be known as "Architectural Committee Rules". Said Rules shall interpret and implement the Stanley Forest Restrictions by setting forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in Stanley Forest.

Section 5. Waiver. The approval of the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under Stanley Forest Restrictions, shall not be deemed to constitute a waiver of any right to withhold

approval of any similar plan, drawing specification or matter subsequently submitted for approval.

Section 6. Liability. Neither the Architectural Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on an account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within Stanley Forest, or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of any of the foregoing provisions of this Section, the Architectural Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Committee.

Section 7. Time for Approval. 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 IX

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 way affect any other provisions which shall remain in full force and effect.

Section 3. Amendments. 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.

Section 4. Annexation. Additional residential property (both Single Family and Multiple Family including apartments and condominiums), Common Area and Commercial Area may be annexed to Stanley Forest with the consent of two-thirds (2/3) of each class of members.

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 and/or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or any Owner or Owners of Lots within Stanley Forest. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board of Directors, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of the Stanley Forest Restrictions.

Section 7. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within Stanley Forest is hereby declared to be a violation of Stanley Forest Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

Section 8. Remedies Cumulative. Each remedy provided by Stanley Forest Restrictions is cumulative and not exclusive.

Section 9. Delivery of Notices and Documents. Any written notice or other documents relating to or required by Stanley Forest Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed as follows:

if to the Association, at:

c/o Curtis F. Peterson, Inc.
Suite A
4740 Corridor Place
Beltsville, Maryland 20705

if to the Architectural Committee, at:

c/o Curtis F. Peterson, Inc.
Suite A
4740 Corridor Place
Beltsville, Maryland 20705

if to an Owner, to the address of any Lot within Stanley Forest owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association; and

if to the Declarant, at:

Curtis F. Peterson, Inc.
4740 Corridor Place, Suite A
Beltsville, Md. 20705 ;

provided, however, that any such address may be changed at any time by the party concerned by Recording a written notice of change of address and delivering a copy thereof to the Association. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 10. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself, or itself, his heirs, personal representatives, successors, transfers and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by doing so thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of September, 1986.

CURTIS F. PETERSON, INC.

BY: Michael Bingham

DK1416 PG1297

-24-

STATE OF VIRGINIA
COUNTY OF Larfax, to-wit:

The foregoing instrument was acknowledged before me
this 29th day of September, 1986, by Michael Bingley,
Vice-President of Curtis F. Peterson, Inc., a Maryland corpora-
tion, on behalf of the corporation.

Reta C Daley
NOTARY PUBLIC

My Commission Expires:

1/25/88

EXHIBIT "A"

LOTS ONE (1) through FORTY (40), inclusive, SECTION ONE (1), STANLEY FOREST, as the same appears duly dedicated, platted and recorded in Deed Book 1413, at Page 443, among the land records of Prince William County, Virginia.

RECORDED W/ CERTIFICATE ANNEXED

1986 SEP 30 PM 4:11

PRINCE WILLIAM CO., VA.

TESTE: *Chaiten Elzali*
CLERK

RECORDED W/ CERTIFICATE ANNEXED

87 FEB -9 AM 10:06

PRINCE WILLIAM CO., VA.

TESTE: *Chaiten Elzali*
CLERK

THIS AMENDMENT to the Stanley Forest Declaration of Covenants, Conditions and Restrictions is made this 20 day of April, 1987, by CURTIS F. PETERSON, INC., a Maryland Corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, the Declarant executed the Stanley Forest Declaration of Covenants, Conditions and Restrictions, ("Declaration"), dated the 29th day of September 1986 in conjunction with the establishment of Stanley Forest Subdivision; and

WHEREAS the Declaration was recorded on September 30, 1986, in Deed Book 1416 at Page 1274 and re-recorded on February 9, 1987, in Deed Book 1451 at Page 88, among the land records of Prince William, Virginia; and

WHEREAS it is the intent of the Declarant to amend the aforesaid Declaration to correct the amount of annual assessment contained in Article VII, Section 3(a).

NOW, THEREFORE, the Declarant hereby amends the Declaration of Covenants, Conditions and Restrictions of Stanley Forest as follows:

Article VII, Section 3(a) is hereby deleted in its entirety and the following is substituted therefore:

"(a) Class A: \$100.00 per year."

All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set his hand and seal this 20 day of April, 1987.

CURTIS F. PETERSON, INC.

BY: Michael Bingley

STATE OF ~~VIRGINIA~~ Maryland
COUNTY OF Prince George's to-wit:

The foregoing instrument was acknowledged before me this day of April, 1987, by Michael Bingley, of Curtis F. Peterson, Inc., a Maryland corporation, on behalf of the corporation.

Linda C. Paul
NOTARY PUBLIC

My commission expires: 7/1/90

Re: to: Odin, Feldman & Pittleman, P.C.
P.O. Box 367, Fairfax, Va. 22030

APR 28 1987

ODIN, FELDMAN & PITTMAN, P.C.

ATTORNEYS AT LAW

10505 JUDICIAL DRIVE

P. O. BOX 367

FAIRFAX, VIRGINIA 22030

TELEX 753392

FACSIMILE (703) 385-7723

WRITER'S DIRECT DIAL NUMBER

385-7702

April 27, 1987

DEXTER S. ODIN
DAVID E. FELDMAN
JAMES B. PITTMAN^Δ
JOHN S. WISIAKAS^{Δ*}
DAVID J. BREWER^{Δ*}
ROBERT K. RICHARDSON^Δ
J. PATRICK MCCONNELL
THOMAS J. SHAUGHNESSY
RODNEY G. LEFFLER
DAVID A. LAWRENCE^Δ
JOHN J. FISHER^{Δ*}
AVA MAUREEN SAWYER
NELSON BLITZ
SALLY ANN HOSTETLER

JAMES F. HURD, JR.
W. ELLIOTT MOORMAN, III
ROBERT A. HICKEY
HARRY N. LOWE, III
JENNIFER L. STRANGE
DONALD F. KING
F. DOUGLAS ROSS
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FRANCES L. PIERSON
ELLEN FISHBEIN MILLS
JOHN W. FARRELL

JAMES H. CALE
OF COUNSEL

^Δ ALSO ADMITTED TO D.C. BAR
^{*} ALSO ADMITTED TO MD. BAR

HERNDON OFFICE:

441-D CARLISLE DRIVE

P. O. BOX 721

HERNDON, VIRGINIA 22070

(703) 437-3000

METRO: 471-5353

MANASSAS OFFICE:

9300 GRANT AVENUE

P. O. BOX 2800

MANASSAS, VIRGINIA 22110

(703) 368-8700

Mr. Michael Bingley
Curtis F. Peterson, Inc.
4740 Corridor Place, Suite A
Beltsville, Maryland 20705

Re: Stanley Forest - Homeowners Association

Dear Mr. Bingley:

In connection with the above captioned matter, enclosed please find the following:

1. Copy of Amendment to the Stanley Forest Declaration of Covenants, Conditions and Restrictions and the original recording receipt. This was recorded on April 24, 1987, as Instrument No. 53046 among the land records of Prince William County, Virginia.

Please do not hesitate to contact me if you should have any questions regarding the enclosed.

Very truly yours,

Rita C. Daley

Rita C. Daley
Paralegal

es

Enclosures

cc: Ms. Jane Frye (with enclosures)

53046

THIS AMENDMENT to the Stanley Forest Declaration of Covenants, Conditions and Restrictions is made this 20 day of April, 1987, by CURTIS F. PETERSON, INC., a Maryland Corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, the Declarant executed the Stanley Forest Declaration of Covenants, Conditions and Restrictions, ("Declaration"), dated the 29th day of September 1986 in conjunction with the establishment of Stanley Forest Subdivision; and

WHEREAS the Declaration was recorded on September 30, 1986, in Deed Book 1416 at Page 1274 and re-recorded on February 9, 1987, in Deed Book 1451 at Page 88, among the land records of Prince William, Virginia; and

WHEREAS it is the intent of the Declarant to amend the aforesaid Declaration to correct the amount of annual assessment contained in Article VII, Section 3(a).

NOW, THEREFORE, the Declarant hereby amends the Declaration of Covenants, Conditions and Restrictions of Stanley Forest as follows:

Article VII, Section 3(a) is hereby deleted in its entirety and the following is substituted therefore:

"(a) Class A: \$100.00 per year."

All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set his hand and seal this 20 day of April, 1987.

CURTIS F. PETERSON, INC.

BY: Michael Bingley

STATE OF ~~VIRGINIA~~ Maryland
COUNTY OF Prince George's to-wit:

The foregoing instrument was acknowledged before me this day of April, 1987, by Michael Bingley, of Curtis F. Peterson, Inc., a Maryland corporation, on behalf of the corporation.

Linda C. Paul
NOTARY PUBLIC

My commission expires:

7/1/90

RECORDED W/CERTIFICATE ANNEXED

87 APR 24 AM 11:34

PRINCE WILLIAM CO., VA.

TESTE: Charles H. H.

n to: Odin, Feldman & Pittleman, P.C.
P.O. Box 367, Fairfax, Va. 22030