

**AMENDMENT
NO. 3**

AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Supplemental Declaration") is made this 8th day of October, 1993 by BIRCHWOOD AT GAINESVILLE CORP., a Virginia corporation ("Developer").

W I T N E S S E T H :

R-1. Developer is the Owner of certain real property located in Prince William County, Virginia, in the residential planned community of Bridlewood, legally described as Section 6, Bridlewood, as dedicated, platted and recorded pursuant to a Deed of Dedication, Subdivision and Easement in Deed Book 1892 at Page 1374 among the land records of Prince William County, Virginia (hereafter, the "Property"), which is a portion of the property acquired by Developer by those certain Deeds recorded in Deed Book 1738 at Page 175 and in Deed Book 1738 at Page 179 among the said land records.

R-2. The Property is zoned and planned for townhouse development under the zoning ordinance of Prince William County, Virginia.

R-3. The Property is subject to the Bridlewood Community Association Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 1893 at page 232 of said land records as amended by Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 2083 at page 1370 of the said land records (collectively hereafter the "Master Declaration").

R-4. The Master Declaration provides that every lot owner in every section of Bridlewood shall be a member of Bridlewood

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S. Fox 07795

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Community Association ("Association") and shall pay annual maintenance assessments or charges and special maintenance assessments as are properly fixed and established by the Association for the purpose of maintaining and improving the community facilities in Bridlewood and for promoting the health, safety and welfare of all the residents in Bridlewood.

R-5. Developer intends that the owners of the townhouse lots within the Property shall be members of the Association.

R-6. Developer desires to create a townhouse development with permanent open spaces, and other common facilities for the benefit of the townhouse residents and to provide for the preservation of the values and amenities of the Residential Planned Community of Bridlewood and said townhouse development and such other area as may be subjected to this Supplemental Declaration by Developer, its successors or assigns, and for the maintenance of said open spaces and other facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, conditions, charges and liens hereinafter set forth, it being intended that the easements, covenants, restrictions and conditions shall be binding on all persons or entities having or acquiring any right, title or interest in said properties or any part thereof and shall inure to the benefit of each owner thereof.

R-7. Developer desires that the covenants, conditions and restrictions created by this Supplemental Declaration shall be subordinate to the "Master Declaration" and any amendments thereto, and that in the event there is any conflict between this Declaration and the Master Declaration that the provisions of the Master Declaration shall control.

R-8. By that certain Supplemental Declaration of Covenants, Conditions and Restrictions dated June 12, 1992 recorded June 12, 1992 in Deed Book 1893 at page 276 among the

land records of Prince William County, Virginia, Developer did subject the Property to certain covenants, conditions and restrictions more particularly described therein, and Developer desires to amend and restate the Supplemental Declaration as more particularly set forth herein.

NOW, THEREFORE, WITNESSETH, Developer hereby declares, with the consent of Trustee and Noteholder, that the Property 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 Property or any part thereof, and shall inure to the benefit of each owner thereof. The recitals are incorporated herein and made a part hereof.

ARTICLE I
DEFINITIONS

1.01. "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 1893 at Page 232 among the land records of Prince William County, Virginia, as amended by instruments recorded in said land records, and to which the Property and each lot therein is subject.

1.02. "Association" shall mean and refer to the Bridlewood Community Association, and in which association each owner of a lot within the Property shall be a member and shall be obligated to pay Annual Assessments and Special Assessments as may be properly fixed and established by the Association pursuant to the Master Declaration.

1.03. "Private Streets" shall be the areas providing ingress and egress to the Lots within the Property.

1.04. "Common Parking Area" shall be the areas provided for parking located in the Property.

All other terms shall have the meaning set forth in the Master Declaration.

ARTICLE II

IMPOSITION OF MASTER DECLARATION

2.01. Developer hereby declares that the Property shall be hold, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Master Declaration and this Supplemental Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each owner and member thereof.

ARTICLE III

PROPERTY RIGHTS

3.01. Owners' Rights of Use and Enjoyment in the Common Area. Every Owner shall have a right of use and right of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Owner's Lot, subject to:

(a) 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 and provided that any such dedication, sale or transfer shall not conflict with the designation of the Common Area as open space. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded; and

(b) the provisions of Article V of this Supplemental Declaration.

3.02. Owner Rights of Use and Enjoyment in the Community Facilities or Properties. Every Owner by virtue of his membership in the Association shall have a right of use and right of enjoyment in and to the Common Area as provided in the Master Declaration subject to the conditions contained therein and subject to the rights of control reserved therein to the Association or others.

ARTICLE IV
USE RESTRICTIONS

4.01. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling and appurtenant structures.

4.02. Fences. No fence of any kind shall be erected or maintained on any portion of a Lot along the front property line or from the front building line to the front Lot line unless approved by the Architectural Control Committee in accordance with the provisions of the Master Declaration. No fence of any kind shall be erected or maintained in or along the rear of a Lot or from the front building line to the rear Lot line or from the side of any building to the said Lot line except a hedge fence or wooden fencing, unless approved by the Architectural Control Committee.

4.03. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved to public utilities and to Prince William County or any agency thereof, as shown on the recorded plat, and this instrument shall in no way affect, limit or restrict the same.

4.04. Nuisances. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No building may be occupied by other than a single family as defined under the Prince William County Zoning Ordinance and the renting of rooms shall be prohibited. No boats, boat trailers, campers and/or recreational vehicles, commercial vehicles, other than a commercial van or a commercial pick-up truck, whether owned by the Lot Owner or any other person, shall be permitted to remain on or be parked on any Lot or Neighborhood Common Area overnight. No junk vehicle (as is defined in the Prince William County Zoning Ordinance) and no economically unrepairable and inoperable vehicles shall be permitted to remain on or be parked on any Lot or Neighborhood Common Area. No motor vehicle repair or maintenance of any kind shall be permitted on any Lot, Common Area, Common Parking Area, Neighborhood Common Area or on any public or Private Street located within the Property.

4.05. Business. No trade or business of any kind except that of a medical doctor shall be advertised from or on a Lot. The foregoing shall not prevent use of one or more of the homes erected or to be constructed on the Property as a sale office, model home and/or construction office by the Developer during development of the Property and construction of homes thereon.

4.06. Signs. Except for such signs as may be posted by the Developer for promotional or marketing purposes or by the Association, no signs of any character shall be erected, posted or displayed on any Lot or on any public or private street located within the Property.

4.07. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage,

barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. The foregoing covenants and restrictions shall not apply or prohibit the erection or maintenance of a sales office, business office or informational center on the Property by the Developer and shall not apply to or affect any signs, used by the Developer or by any firms, persons or corporation holding a mortgage or mortgages, or by any persons, firms, corporations and agents who may, will and do insure and guarantee said mortgage or mortgages as to the plots or parcels hereinabove described.

4.08. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept or provided that they are not kept, bred or maintained for any commercial purpose.

4.09. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

4.10. Trees. No hardwood trees in excess of four inches (4") in diameter, two feet (2') above the ground, shall be removed from any Lot without the prior written approval of the Association acting through its Architectural Control Committee or its duly appointed representative. The Architectural Control Committee may from time to time adopt rules and regulations regarding the preservation of trees and other natural resources as it may consider appropriate.

4.11. Structures. No barn, kennel, run, stable, outdoor clothes dryer, playhouse, shed, antenna, electronic receiving device or other structures shall be erected, used or

maintained on any Lot at any time, except with the prior written approval of the Architectural Control Committee.

4.12. Planting. No planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities or which may measurably change, obstruct or retard the direction or flow of any drainage channels.

4.13. Clothes Drying Equipment. No clothes lines or other exterior clothes drying apparatus shall be permitted on any Lot, unless approved in writing by the Architectural Control Committee.

4.14. Exemption of Developer. Notwithstanding the foregoing, the Developer and its agents, employees, licensees and invitees shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of single-family residential townhouse units on the Property, including an easement and right of ingress and egress over the Neighborhood Common Area as required for construction and development of the Property and as required for access to and from any sales offices and information centers located on the Property. In addition, Developer, its successors and assigns, reserves the right to maintain, operate, use and conduct all activities at, on and around any sales offices and informational centers located on the Property for so long as Developer, its successors and assigns, may, in its sole discretion, deem necessary.

ARTICLE V

PRIVATE STREETS AND COMMON PARKING AREAS

5.01. Restrictions.

(a) Private Streets shall be used for the purpose of ingress and egress to the Lots, for governmental and other emergency vehicle ingress and egress, and for construction and maintenance of utilities.

(b) No act shall be performed by any Owner, his tenants, guests or agents, which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other Owner in and to the Private Streets.

(c) There shall be no parking within a Private Street at any time except for delivery and/or emergency vehicles, except where permitted under rules and regulations duly adopted by the Board of Directors of the Association.

(d) The Common Parking Area is provided for the use of the Lot Owners within the Property and their guests. One or more parking lot spaces are provided for each Lot. The Townhome Council may assign such spaces to individual Lots and may provide for other regulations concerning the use of the parking spaces.

5.02. Damage or Destruction. In the event that any Private Street or Common Parking Area is damaged or destroyed:

(a) through the act of the Owner or any of his tenants, agents or guests or members of his or their families (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the Private Street or Common Parking Area without cost to the other Owners for that Private Street or Common Parking Area.

(b) other than through the act of Owner, his tenants, agents, guests or family (including any damage or deterioration due to ordinary wear and tear and lapse of time), it shall be the obligation of the Association to rebuild and repair such Private Street or Common Parking Area.

ARTICLE VI
PARTY WALLS

6.01. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes within the Neighborhood 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.

6.02. 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.

6.03. 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.

6.04. Weatherproofing. Notwithstanding any other provisions 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.

6.05. 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.

6.06. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, 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
GENERAL PROVISIONS

7.01. Enforcement. The Association and 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 Supplemental Declaration. Any Owner who has violated any restriction or covenant shall promptly reimburse the Association for the cost of such enforcement proceeding, including reasonable attorney's fees. Payment of such amount shall be secured by a lien on the Owner's Lot, which lien shall be subordinate to the lien of any deed of trust on the said Owner's Lot which was made in good faith and for value. 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.

7.02. 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.

7.03. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Neighborhood, 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 three-fourths (3/4) of the Lot Owners, including at least one Lot Owner other than Developer, 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 Prince William County, Virginia. However, the Developer reserves the right to amend this Declaration during the first five years without the consent of any other Lot Owner if the amendment is necessary to bring this Declaration into compliance with any regulation or requirement of the Federal Housing Administration, the Veterans Administration or Prince William County, Virginia.

7.04. Annexation. If within five (5) years of the date of recording of this instrument the Developer should develop additional lands within the area subject to the Master Declaration, such additional lands may be annexed to the Property by Developer without the assent of the Members, provided, however, that the development of such additional lands shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration, should such agencies be involved. If such agencies are involved, the proposed annexation must be approved by the Federal Housing Administration and/or the Veterans Administration prior to annexation.

7.05. 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 (other

than as allowed by the Master Declaration without such approval), dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

WITNESS the following signature and seal:

BIRCHWOOD AT GAINESVILLE CORP., a Virginia corporation

By: [Signature]
Name: Ron J. Horowitz
Title: Vice President

STATE OF New York
COUNTY OF Nassau, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Ron J. Horowitz, whose name as Vice President of Birchwood at Gainesville Corp., a Virginia corporation, is signed to the foregoing Supplemental Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 8th day of October, 1993.

My commission expires:
June 30, 1995

[Signature]
Notary Public

MARGARITA CICCONE
Notary Public, State of New York
No. 30-4793121
Qualified in Nassau County
Commission Expires June 30, 1995

10/07/93
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RECORDED W/CERTIFICATE ANNEXED

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PRINCE WILLIAM CO.,VA

TESTE: [Signature]
CLERK