

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Of
TWINBROOK AT MOUNT AIR

THIS DECLARATION, made on the date hereinafter set forth by the Twinbrook Owners Association, a non-stock, non-profit corporation, hereinafter referred to as "Association" and/or "Declarant."

WITNESSETH

WHEREAS, Association is the owner of certain property in Fairfax County, State of Virginia which is more particularly described on the legal description attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, Association desires to make the Property subject to the terms and provisions of this Declaration.

NOW, THEREFORE, Association hereby declares that all of 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 real property and be binding on all parties having any right, title, or interest in the Property; 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 Twinbrook Owners Association, a non-stock, non-profit 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 Property including contract sellers; but, excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Common Area" shall mean any real property (including any Improvements thereon) owned or to be owned by the Association for the common use and enjoyment of the Owners; including, private streets and any recreational facilities.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of Parcels "A", "B," and "C".

Section 6. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions as it may hereafter be amended from time to time.

Section 7. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured, or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deeds of trust. "First Mortgage," as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees.

Section 8. "Common or Pipe-stem Driveways" shall mean and refer to those driveways common to two or more Lots.

Section 9. "Architectural Review Committee" shall mean and refer to the three natural individuals selected to perform the functions enumerated in Article IX of this Declaration.

Section 10. "Improvements" shall mean and refer to all buildings, structures, and construction of any kind on the Property; whether on, above, or below the land surface; including, but not limited to, residences, other buildings, garages, swimming pools, tennis courts, drain fields, utility distribution lines, systems and facilities, walkways, driveways, walls, fences, lights, screens, tanks, signs, and landscaping.

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 suspend the voting rights and use of Common Area (except any streets or driveways) of an Owner for any period during which an assessment on his Lot remains unpaid; and, for a period not to exceed 60 days for an infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public or municipal agency, authority, or utility for purposes consistent with the purpose of this Declaration and subject to such condition as may be agreed to by the members; and, further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication, transfer, or determination as to the purposes or as to the conditions thereof shall be effective unless two-thirds of the voting members of the Association consent to such dedication, transfer, purpose, and conditions at any special meeting of the members duly called for such purpose;

(c) The right of the Association to establish uniform rules and regulations pertaining to the use of and access to the Common Area and any facilities thereon;

(d) The right of the Association to regulate parking on the Common Area through the granting of easements or promulgation of rules and regulations; and

(e) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way, and easements for access; or, for the construction, reconstruction, maintenance, and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, or any other person; provided, however, that no such licenses, rights of way, or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Property. Any person(s) who has access to any part of the Common Area through any recorded easement(s) shall be subject to such rights and restrictions with respect to the easement area, as are contained in this Declaration, as if they were an Owner.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. 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. Voting Rights. Association members shall be all Owners 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 among themselves determine; but, in no event shall more than one vote be cast per Lot.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) annual assessments of charges; and
(b) 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 Lot (including all Improvements thereon), and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment; together with interest, late charges, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property, for the improvement and maintenance of the Common Area, specifically including but not limited to the maintenance, repair, and replacement of the private streets, retaining walls, driveways, recreation facilities, sidewalks, trails, entrance sign, landscaping, other Improvements, and amenities located in the Common Area; or, in the ingress-egress easements serving Lots 19, 20, and Lots 24 through 29.

Section 3. Basis and Maximum of Annual Assessments. The fiscal year has been established as September 1 through August 31. The annual assessment in effect as of August 31, 2003 is \$660 per Lot.

(a) The maximum annual assessment described above may be increased by the Board of Directors, without a vote of the Twinbrook Owners, by an amount equal to 10 percent of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and insurance premium payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(b) The maximum annual assessment may be increased above 10 percent

as described in paragraph (a) above by vote of at least two-thirds of the members who are voting, in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the Common Area and the ingress-egress easement areas which are to be maintained by the Association, including fixtures and personal Property related thereto. Any special assessment may be rescinded by a majority vote of the members who are voting, in person or by proxy, at a meeting of the members convened within 60 days of notice of the special assessment.

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 15 days or 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 60 percent of all the votes of Twinbrook Owners shall constitute a quorum. Twinbrook has 35 owners; therefore, a quorum is 21. 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 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. Except as otherwise provided in Section 3 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly or quarterly basis, as determined by the Board of Directors.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall be assessed a late fee and shall bear interest from the due date at a rate of 10 percent interest per annum or such greater amount as may be determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (and all Improvements thereon). 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 8. Subordination of the Lien to First 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 a First 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. No amendment to this Section shall affect the rights of the holder of any First Mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

Section 9. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority; and
- (b) the Common Area

Section 10. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Area and the ingress-egress easement areas which are to be maintained by the Association, by the allocation and payment annually to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by an agency of the United States of America; or may, at the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Area and said ingress-egress easement areas may be expended only for the purpose of effecting the repair, replacement, or improvement of the Common Area and said ingress-egress easement areas, major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Area and said ingress-egress easement areas. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of their Lot and shall not be separately withdrawn, assigned, transferred, or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

ARTICLE V

Use Restrictions

In addition to all other covenants contained herein, the use of the Property and each Lot therein; whether inhabitant(s) own or lease, is subject to the following:

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed, or permitted to remain on any such Lot other than one used as a single-family dwelling, except that a professional office maybe maintained in a dwelling provided that such maintenance and use is limited to the person actually residing in the dwelling; and, provided further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance, or regulation. As used in this Section, the term "single-family dwelling" shall mean one family, which may consist of one person or two or more persons related by blood or marriage with any number of natural children, foster children, step children, or adopted children and with not to exceed two roomers or boarders; or, a group of not more than four persons not necessarily related by blood or marriage as permitted by the Fairfax County Zoning Ordinance. Also, as used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects, and the like; but, not including medical or dental clinics.

Section 2. Except as may be permitted by Section I of this Article V, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except the permanent entrance sign; and, one sign for each building site, of not more than 18 inches by 24 inches, advertising the Property for sale or rent.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood; or, which shall in any way unreasonably interfere with the quiet enjoyment of each of the Owners of their respective dwelling unit; or, which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently. Garages may not be converted to living space or for any other primary use other than for parking and storage of vehicles.

Section 6. No fence of any nature shall be permitted between the front plane of a residence on a Lot and the street which such residence faces; and, no chain link fence of any height or any other type of fence greater than six feet in height shall be permitted on any portion of a Lot.

Section 7. No commercial, industrial, or recreational vehicle (including boats) shall be parked on the Property without the written consent of the Board of Directors. No motorized vehicle may be used or maintained on the yards or sidewalks of any Lot or Common Area; and, no unlicensed vehicles are allowed on the Property. The Board of Directors shall have the right to tow any improperly parked vehicle or any vehicle, the keeping or parking of which in the Common Area violates this Declaration; upon, forty-eight hours notice posted on the vehicle.

Section 8. The Board of Directors shall have the right to tow any junk vehicle or other vehicle on which current registration plates are not displayed; which, is within any Lot or on any part of the Common Area; upon, 48 hours notice. The major repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out on any of the Lots or Common Areas.

Section 9. 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 on the Lot subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred, or maintained for any commercial purpose; or, in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. Pets must be leashed while on the Property and all pet waste collected and disposed of by the Owner.

Section 10. All rubbish, trash, and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, storage areas, machinery, and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen..

Section 11. No radio, television receiving, transmitting antennae, or external apparatus shall be installed on any Lot except as approved by the Architectural Review

Committee and/or the Board of Directors. Normal radio and television installations wholly within a building are acceptable.

Section 12. All Owners and occupants shall abide by the By-laws and any rules and regulations adopted by the Association. Rules and regulations were adopted and will be enforced pursuant to the Virginia Property Owners' Association Act. Any Owner, their tenants, guests, or other invitees who violate the restrictions of this Declaration; or, the rules and regulations adopted by the Board of Directors, may be assessed a charge pursuant to Section 55-513 of the Virginia Property Owner's Association Act.

Virginia Property Owner's Association Act

§ 55-513. Adoption and enforcement of rules.

A. The board of directors of the Association shall have the power to establish, adopt, and enforce rules and regulations with respect to use of the Common Areas and with respect to such other areas of responsibility assigned to the by the Declaration, except where expressly reserved by the Declaration to the members. Rules and regulations may be adopted by resolution and shall be reasonably published or distributed throughout the development. A majority of votes cast, in person or by proxy, at a meeting convened in accordance with the provisions of the Association's By-laws and called for that purpose, shall repeal or amend any rule or regulation adopted by the board of directors. Rules and regulations may be enforced by any method normally available to the owner of private property in Virginia, including, but not limited to, application for injunctive relief or damages, during which the court may award to the Association court costs and reasonable attorney's fees.

B. The board of directors of the Association shall also have the power, to the extent the Declaration or rules and regulations duly adopted pursuant thereto expressly, to:

(i) suspend a member's right to use facilities or services, including utility services, provided directly through the Association for nonpayment of assessments which are more than sixty days past due, to the extent that access to the lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant and

(ii) assess charges against any member for any violation of the Declaration or rules and regulations for which the member or their family members, tenants, guests, or other invitees are responsible. Before any such charges or suspension may be imposed, the member shall be given an opportunity to be heard and to be represented by counsel before

the board of directors or other tribunal specified in the documents. Notice of a hearing, including the charges or other sanctions that may be imposed, shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Association at least fourteen days prior to the hearing. The amount of any charges so assessed shall not be limited to the expense or damage to the Association caused by the violation, but shall not exceed fifty dollars for a single offense or ten dollars per day for any offense of a continuing nature and shall be treated as a lien for unpaid assessment levied against the member's lot. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding ninety days. After the date a lawsuit is filed challenging any such charges, no additional charges shall accrue. If the court rules in favor of the Association, it shall be entitled to collect such charges from the date the action was filed as well as all other charges assessed pursuant to this section against the lot owner prior to the action. The hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Association within seven days of the hearing.

Section 13. No Owner, occupant, or any other person shall place any object, equipment, structure, or signage on the Common Area without the prior written consent of the Board of Directors; except, for such items as are specifically allowed in this Declaration.

Section 14. None of the foregoing restrictions shall be applicable to the activities of the Association, its officers, employees, and agents in connection with the proper maintenance, repair, replacement, and improvement of the Common Areas and its facilities.

Section 15. During reasonable daylight hours the Board of Directors, or any other representative of any of them, shall have the right to enter upon and inspect any Lot for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with; and, such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE VI

Exterior Maintenance

Each Owner shall keep each Lot owned by him, and all Improvements therein or thereon, in good order, repair, and free of debris; including but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all shrubbery, and the painting (or other appropriate external care) of all buildings and other Improvements, all in a manner and with such frequency as is consistent with good Property management. In the event an Owner

shall fail to maintain his Lot and the Improvements situated thereon, the Association shall have the right to enter upon said Lot, after reasonable notification of the Owner, to correct drainage, repair, maintain, and restore the Lot and the exterior of the buildings and any other Improvements erected thereon. All costs related to such correction, repair, or restoration shall become a lien upon such Lot and such lien may be enforced in the same manner as an annual assessment levied in accordance with Section 8, Article IV hereof. Any such lien shall be subordinate to the lien of any First Mortgage. Sale or transfer of any lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof shall extinguish any such lien 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. No amendment to this Article VI shall affect the rights of the holder of any First Mortgage on any Lot (or the indebtedness secured thereby) recorded prior to the recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

ARTICLE VII

General Provisions

Section 1. Enforcement. The Association, or any Owner, or any mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, restrictions, liens, charges, or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation, or By-laws of the Association. Failure by the Association, or by any Owner, or by any mortgagee of any Lot to enforce any covenant or restrictions herein contained or any provision of the By-laws or Articles of Incorporation of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation, breach, attempted violation, or breach of any of the within covenants, restrictions, or any provision of the By-laws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by the recovery of damages. All costs of enforcement as provided for herein, including attorney's fees and costs of collection of any sums due shall be paid by the Owner against whom proceedings are brought if such Owner is adjudged to have violated the provisions of the Declaration as amended, the Articles of Incorporation, or the By-laws of the Association.

Section 2. Severability. Invalidation of anyone 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. Duration. Except where permanent easements or other permanent rights or interest are herein created, the covenants and restrictions of the Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 20 years each; unless, this Declaration shall be terminated by an instrument executed and acknowledged by Owners of at least two thirds of the Lots which are subject to this Declaration and recorded among the land records of Fairfax County, Virginia during the last year of any such 20 year term.

Section 4. Amendment.

(a) The Association may amend the Declaration to extend the provisions of Article IX hereof by an instrument executed and acknowledged by Owners of at least 51 percent of the Lots which are subject to the Declaration, and recorded among the land records of Fairfax County, Virginia.

(b) Except as otherwise provided in paragraph (a) above, this Declaration may be amended by an instrument executed and acknowledged by Owners of at least two-thirds of the Lots which are subject to the Declaration, and recorded among the land records of Fairfax County, Virginia.

Section 5. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

ARTICLE VIII

Easements, Etc.

Section 1. General Easement. The Association reserves the right and easement to the use of all Common Area, and any Lot, or any portion thereof as may be needed for repair, maintenance, or construction on such Lot, or any Lot, or on any Common Area.

Section 2. Easement and Right of Entry of Law Enforcement Officials, Etc. An easement and right of entry through and upon the Property is hereby granted to law enforcement officers, rescue squad personnel, fire fighting, and other emergency personnel

of the jurisdiction in which the Property is located, and to vehicles operated by said personnel while in the pursuit of their duties. Said emergency personnel shall also have the right of enforcement of cleared emergency vehicles on roadways and driveways on the Property.

Section 3. Utility Easements. Easements over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, drainage, sanitary sewer lines, facilities, and the like are hereby reserved by the Association, together with the right to grant and transfer the same. The Association also reserves the right to enter onto the Common Area for the purpose of completing the Improvements thereon, and on the Lots, and for the further purpose of correcting any defects in workmanship or materials in the Property or the Improvements thereon.

Section 4. Drainage Easement. Each Owner covenants to provide such easements for drainage and water flow as the contours of the Property and the arrangement of buildings by Association thereon requires. Association reserves an easement over all Lots and Common Area for the purpose of correcting any drainage deficiency.

ARTICLE IX

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Establishment of Architectural Review Committee. There is hereby established an Architectural Review Committee (the "Committee") which shall have the duties and powers provided in this Article IX and elsewhere in this Declaration. The Architectural Review Committee shall consist of three natural individuals ("Committee Members"), who shall be selected as provided in Section 2 below and who are required to be members of the Association.

Section 2. Selection of Committee Members. The Committee Members shall be appointed by the Board of Directors. The Board of Directors shall have the absolute right to remove and replace any Committee Member, with or without cause, at any time.

Section 3. Committee Member's Terms and Meetings. Each Committee Member shall serve for a term of one year, and they shall be able to succeed themselves. The Committee Members shall meet at such times and places as shall be determined by a majority of the Committee Members. All decisions and consents made by the Committee and/or required by this Declaration shall require consent of at least two Committee Members, except as otherwise expressly provided in this Declaration. The Committee may, at its discretion, act by written agreement in lieu of a formal meeting.

Section 4. Approval of Architectural Review Committee. Subject to the provisions of Section 5 of this Article IX, no construction or installation of any Improvement, or reconstruction, repair, refinishing, change of exterior color, addition to, or alteration of any part of the exterior of any Improvements; or removal or planting of any trees, hedges, or shrubs; or, any landscaping activity, excavation, fill, change in grade or similar activity which alters the exterior appearance of any portion of the Property shall be commenced or performed until the Committee shall have received and approved in writing, such plans, specifications, and other information prepared by or on behalf of an Owner as are necessary, in the sole opinion of the Committee, of the proposed activity and the manner in which it is to be performed. The Committee may withhold approval of any activity if it determines for any reason whatsoever that the proposed activity is in any manner incompatible with the general architectural scheme of Twinbrook at Mount Air, is incompatible with the topography of a Lot or any land adjacent thereto, is not in the best interests of the Owners, is in violation of or incompatible with any of the laws or ordinances of the County of Fairfax, or will have an adverse effect upon other Owners in their use and enjoyment of their Lots. Applications for approval of a proposed activity shall be submitted to the Committee in writing and shall include adequate site plans, building plans, specifications, and other information as aforesaid. Any proposed material modification of any plans or specifications, for any reason whatsoever, shall be promptly submitted to the Committee in writing. The Committee shall approve or disapprove the application or proposed modification within 30 days after receipt thereof. If the Committee does not approve or disapprove the application or modification within 30 days after receipt thereof, the application or modification shall be deemed approved. In granting an approval of a proposed activity, the Committee may impose any conditions or limitations thereon which it deems advisable. Any activity shall be performed strictly in accordance with the terms and conditions of the approval given by the Committee. If the Committee disapproves a proposed activity, such disapproval shall state in writing the specific reasons for the disapproval.

Section 5. Perpetuity. By a formal vote, the Association owners approved an amendment in compliance with Section 4 of Article VII of this Declaration, to indefinitely maintain an Architectural Review Committee.

ARTICLE X

Dissolution of Association

The Owners of Lots shall not dissolve or disband the Association, nor shall the Association dispose of any Common Areas by sale, or otherwise, to any entity other than a non-profit organization conceived and organized to own and maintain the Common Area, without first offering to dedicate the same to the jurisdiction in which the Property is located, or such other appropriate agency. The Association may dissolve itself according to the provisions of the Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument on the _____ day of _____, 2004.

Twinbrook Owners Association

By: _____

Name and Title: John Traxler, President

By: _____

Name and Title: Kenny Smith, Vice President

By: _____

Name and Title: Janet Carlson, Secretary

EXHIBIT "A"

Lots 1 through 35; both inclusive, and Parcels "A" and "C", TWINBROOK AT MOUNT AIR, as the same are duly dedicated, platted, and recorded by the Deed of Subdivision and Plat attached thereto to which this Declaration is attached.