

SUPPLEMENTARY DECLARATION
FOR
OLD STERLING GABLE

Section 1 (Town Houses)

THIS SUPPLEMENTARY DECLARATION FOR OLD STERLING GABLE is made as of August 24, 1993 by OLD STERLING GABLE LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and OLD STERLING GABLE CONSERVANCY ("Association"), a Virginia nonstock corporation.

RECITALS:

R-1. The Declarant executed the Declaration For Old Sterling Gable ("Declaration") dated June 29, 1993 and recorded on 9-16-93, 19__ in Deed Book 1252 at Page 571 among the land records of Loudoun County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations subjecting any portion of the Property to such additional covenants and restrictions as may be necessary to reflect the different characteristics of such portion of the Property and as are not inconsistent with the overall scheme of the Declaration; provided, however, that the Declarant shall not have such right after conveyance of a Lot to such Owner other than the Declarant without the written consent of such Owner.

R-3. The Declarant, and the Association are each the owner in fee simple absolute of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and the Association has consented to submit such land to the Declaration as evidenced by their signature hereon.

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Owners or Mortgagees (except for the owner of the real estate being submitted to this Supplementary Declaration), for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA AND LIMITED COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas and entry features located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Old Sterling Conservancy.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS CENTER

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of

Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefiting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Maximum Assessment for Limited Common Expenses. Until the first day of the fiscal year following recordation of this Supplementary Declaration, the maximum Annual Assessment for Limited Common Expenses against Lots in this Section shall be One Hundred Dollars (\$100.00) in addition to any applicable maximum Annual Assessment for Limited Common Expenses stated in the Declaration.

Section 4.4. Limitations on Increases. The maximum Annual Assessment for Limited Common Expenses set forth above and in the Declaration shall be increased annually pursuant to Section 6.2(a)(3) of the Declaration.

Section 4.5. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment/Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and to amend unilaterally a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Notwithstanding the foregoing, the maximum annual assessment for Limited Common Expenses cannot be decreased. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to

add Additional Land to this Section pursuant to Article 2 hereof and to amend unilaterally the Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Veterans Department of Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Veterans Department of Affairs and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5.4. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Declaration, except as otherwise specifically stated.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

OLD STERLING GABLE LIMITED PARTNERSHIP
a Virginia limited partnership

By: GABLES DEVELOPMENT COMPANY
Its General Partner
a Virginia corporation

By: [Signature]
Name: Frank J. Malacarne
Title: President

OLD STERLING GABLE CONSERVANCY
a Virginia nonstock corporation

By: [Signature]
Stuart E. Butler, President

State OF Virginia)
County OF Fairfax) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Frank J. Malacarne, Vice President of GABLES DEVELOPMENT COMPANY, general partner of Old Sterling Gable Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation, on behalf of the partnership.

GIVEN under my hand and seal on August 27th, 1993.

[Signature] [SEAL]
Notary Public

My commission expires: 2-28-97

State OF Virginia)
County OF Fairfax) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stuart E. Butler, President of OLD STERLING GABLE CONSERVANCY, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on August 24th, 1993.

Sharon A. Pikel [SEAL]
Notary Public

My commission expires: 02 28-97

EXHIBIT A

[Description of the Submitted Land]

Lots One (1) through Forty-nine (49), both inclusive, and Parcel A, SECTION ONE (1), OLD STERLING GABLE, as the same appear duly platted, subdivided and recorded in Deed Book 1236 at Page 521, among the land records of Loudoun County, Virginia.

EXHIBIT B

[Description of the Common Area and Limited Common Area]

Parcel A, SECTION ONE (1), OLD STERLING GABLE, as the same appears duly platted, subdivided and recorded in Deed Book 1236, at Page 521, among the land records of Loudoun County, Virginia.

RECORDED WITH CERTIFICATE ANNEXED
93 SEP 16 PM 2:25
LOUDOUN CO., VA.
TESTE: *John W. Hill* CLERK