

**RZ 2000-SU-043
WINCHESTER HOMES, INC. – Centreville Farms South
PROFFER STATEMENT**

**October 20, 2000
December 8, 2000
December 22, 2000
January 16, 2001
January 29, 2001
February 21, 2001
March 2, 2001**

Pursuant to Section 15.2-2303(A) of the Code of Virginia, as amended, and subject to the Fairfax County Board of Supervisors' (the "Board") approval of rezoning application RZ 2000-SU-043, as proposed, for rezoning from the R-1 and R-2 to the PDH-4 District, the owners and Winchester Homes, Inc. (the "Applicant"), for themselves and their successors and assigns, hereby proffer that development of Tax Map Parcels 54-4-((2))-102, 103, 104, 105, 106, 107, 108, 109, 110, 142, 143 and 144; 55-3-((1))-5; 55-3-((2))-94, 95, 96, 97, 101, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 154A, 155, 156, 158, 159, 160, 161, 162, 162A, 163, 164 and 165; and approximately 3.1023 acres of the public right-of-way ("R-O-W") for Shreve Street and Bradley Road (the "Property"), containing approximately 58.0900 acres, shall be in accordance with the following proffered conditions:

1. Substantial Conformity. The Property shall be developed in substantial conformance with the Conceptual Development Plan and Final Development Plan ("CDP/FDP") consisting of sixteen (16) pages prepared by BC Consultants, entitled Centreville Farms South, dated July 2000, revised through February 20, 2001 and as further modified by these proffered conditions.
2. Final Development Plan Amendment. Notwithstanding that the CDP/FDP consists of sixteen (16) sheets and said CDP is the subject of Proffer 1 above, it shall be understood that (i) the CDP shall consist of the entire plan relative to the general layout, points of access to Stringfellow Road and Lee Highway, types of units, peripheral setbacks, location of the Spine Road (as defined in Proffer Paragraph 6) and Leland Road, the maximum number of units, general limits of clearing and grading and the general location and amount of open space; and (ii) the Applicant has the option to request Final Development Plan Amendment(s) ("FDPAs") from the Planning Commission in accordance with Section 16-402 of the Zoning Ordinance with respect to the remaining elements.
3. Minor Modifications to Design. Pursuant to Paragraph 4 of Section 16-403 of the Zoning Ordinance, minor modifications from the approved FDP may be permitted as determined by the Zoning Administrator. The Applicant shall have the flexibility to modify the layout shown on the CDP/FDP provided such changes are in substantial conformance with the CDP/FDP and proffers, and do not increase the total number of units or decrease the minimum amount of open space.

4. Maximum Density. A maximum of 225 dwelling units shall be permitted on the Property. The Applicant reserves the right to develop fewer than the maximum number of units referenced in this paragraph without the need for a PCA or CDPA/FDPA.

5. Landscaping and Design Amenities.

A. Development Sections.

Landscaping shall be consistent with the quality, quantity and the locations shown on Sheets 3, 10, 11, 12 and 13 of the CDP/FDP. Actual types and species of vegetation shall be determined pursuant to more detailed landscape plans submitted, for the applicable section, at the time of the first submission of the site plan/subdivision plan for each respective section, for review and approval by the Urban Forester and the Fairfax County Department of Public Works and Environmental Services ("DPWES"). Such landscape plans shall provide tree coverage and species diversity consistent with Public Facilities Manual ("PFM") criteria, as determined by the Urban Forester. Site amenities such as entry signs, light posts, the tot lot, benches, and community mailboxes shall be of a quality consistent with the illustratives shown on Sheets 6, 7, 9 and 13 of the CDP/FDP.

B. Streetscape.

Landscaping and design amenities along the Spine Road and Leland Road shall be consistent with the streetscape design details shown on Sheets 7, 10, 11, 12, and 13 of the CDP/FDP. The Applicant shall coordinate with the Applicants in RZ 2000-SU-029 and RZ 2000-SU-042 to provide consistent streetscape and other design amenities along the Spine Road (as defined in Paragraph 6 below) and Leland Road, as further described in Paragraph 26 below. Landscaping in VDOT R-O-W shall be subject to VDOT approval, which approval shall be diligently pursued by the Applicant.

6. Centreville Area Road Fund Contribution. At the time of final subdivision plat/site plan approval for each section, the Applicant shall contribute to the Centreville Area Road Fund, ten percent (10%) of the sum of \$1,735 per residential unit in such section, if any balance is due after the Applicant has been credited for all creditable expenses ("Expenses") associated with the design and construction of (i) the Centreville Farms Spine Road, between Lee Highway and Stringfellow Road including all related improvements at the Spine Road intersections with Lee Highway, Leland Road, and Stringfellow Road (the "Spine Road"), and (ii) the additional frontage improvements on Lee Highway, as determined by the Fairfax County Department of Transportation ("DOT") and DPWES. The 90% balance of the \$1,735 per residential unit shall be contributed at the time of building permit issuance for the respective unit. The unpaid balance shall be adjusted once each year on the anniversary date of rezoning approval by the increase, if any, in the Engineering News Record Construction Cost Index during the preceding twelve months. Applicant's creditable Spine Road and Lee Highway Expenses shall be offset against said adjusted \$1,735 per residential unit. To avoid overpayment

and the necessity for subsequent refunds, said Expenses may be determined by DPWES on the basis of costs projected from engineering drawings and bond amounts approved by DPWES for the creditable infrastructure improvements. When submitting requests for credit for its Expenses towards its Centreville Area Road Fund Contribution to DPWES, the Applicant shall coordinate its requests with the requests of the Applicants in RZ 2000-SU-042 and RZ 2000-SU-029, so that DPWES can review a combined request for such credit. Such requests shall be accompanied by the documentation required by DPWES in its administration of the Centreville Area Road Fund.

7. Right-of-Way Dedication. All road R-O-W dedicated in conjunction with these proffers and as depicted on the CDP/FDP shall be conveyed to the Fairfax County Board of Supervisors ("the Board") in fee simple upon demand by the County or at the time of recordation of the final record plat/site plan for the contiguous development area, whichever occurs first, and shall be subject to Paragraph 25 regarding reservation of development intensity to the residue of the subject Property.
8. Vacation/Abandonment of Portions of Shreve Street and Bradley Road. Prior to final approval of the site plan or subdivision plan and release of the record plat for recordation for any development section which includes an area of R-O-W to be abandoned/vacated, the Applicant shall obtain vacation and/or abandonment of approximately 3.1023 acres of R-O-W for Shreve Street and Bradley Road, shown on the Rezoning Plat sealed on December 7, 2000, and prepared by BC Consultants, on which these areas are identified as areas to be vacated and/or abandoned. In the event the Board does not approve the vacation and/or abandonment of these portions of Shreve Street and Bradley Road as defined above, and failure to obtain such approval precludes development in substantial conformance with the CDP/FDP (including the alternative layout inserts shown thereon), the Applicant shall obtain a Proffered Condition Amendment to the extent necessary to develop the Property. The Applicant hereby waives any right to claim or assert (i) any vested right in any plan approved under the assumption of accomplishment of such vacation and/or abandonment, or (ii) a taking or any other cause of action that otherwise may have arisen out of a Board decision to deny in whole or in part the R-O-W vacation and/or abandonment request.
9. Cost Sharing Agreement. The Applicant shall enter into a cost sharing agreement (the "Cost Sharing Agreement") with the Applicant in RZ 2000-SU-029 (and its successors and assigns, hereinafter collectively referred to as "Pulte") and with the Applicant in RZ 2000-SU-042 (and its successors and assigns, hereinafter collectively referred to as "Winchester" or "Applicant") (all hereinafter collectively referred to as "FairCrest"). Pursuant to the Cost Sharing Agreement, the parties shall provide for (i) the construction and maintenance of the Main Recreational Facilities as defined in Paragraph 17 below; (ii) Regional Pond R-161 to be constructed on the property which is subject to RZ 2000-SU-029 and subject Property (the "Pond"); (iii) the improvements to the Spine Road and certain portions of Leland Road; and (iv) the public land dedications for the transit, school, Arrowhead Park, I-66 flyover, Spine Road, and Pond uses. Any commitment by the Applicant within these proffers to construct an improvement may also be accomplished by one of the other parties, alone or in coordination with the Applicant, in

accordance with the Cost Sharing Agreement so long as such improvement is accomplished within the timeframes proffered herein.

10. Transportation Improvements.

A. Spine Road. In accordance with the CDP/FDP, the Applicant shall dedicate and convey in fee simple to the Board up to 108 feet of R-O-W for the portion of the Spine Road located on the Property, and shall provide for the construction of a standard four-lane divided road section with curb, gutter, sidewalk and right and left turn lanes, on the Property within said R-O-W in accordance with the CDP/FDP and these proffers. Further, the Applicant shall, with Pulte, provide for the design and construction of the Spine Road in accordance with the CDP/FDP and the following schedule:

1. Prior to the issuance of the 200th Residential Use Permit ("RUP") within FairCrest, traffic signal warrant studies shall be submitted to VDOT for the following intersections: (i) Leland Road and the Spine Road; (ii) Lee Highway and the Spine Road if required by VDOT prior to modification of the existing signal; and (iii) the Spine Road and Stringfellow Road. If authorized by VDOT, the warrant studies shall use projections of trip generation at full build-out of FairCrest. Construction or modification of the signal(s), if approved by VDOT, shall be in accordance with the provisions of Paragraphs 10(A)(3), 10(A)(5), and 10(A)(8) below, as appropriate;
2. Prior to the issuance of the 400th RUP within FairCrest, a four-lane divided Spine Road shall have been constructed and the road shall be in use, as defined in Paragraph 11, below, either (i) from Lee Highway to the multi-family project entrance opposite Land Bay 3 in RZ 2000-SU-029, or (ii) from Stringfellow Road (whose intersection with the Spine Road shall be constructed, including dual left turn lanes from eastbound Spine Road onto northbound Stringfellow Road, consistent with the schematic shown at Sheet 3 of the CDP/FDP in RZ 2000-SU-029) to the multi-family project entrance opposite Land Bay 3 in RZ 2000-SU-029;
3. At the same time the initial Spine Road phase identified in Paragraph 10(A)(2) above is open for public use, one of the following shall have been accomplished, depending upon which respective phase of the Spine Road is initially constructed pursuant to Paragraph 10(A)(2) above: (i) modification of the traffic signal and construction of intersection improvements at the intersection of Lee Highway and the Spine Road, or (ii) construction of a traffic signal, if approved by VDOT, at the Spine Road/Stringfellow Road intersection;
4. Prior to the issuance of the RUP for the 800th residential unit within FairCrest, a four-lane divided Spine Road shall have been constructed and

the road shall be in use, as defined in Paragraph 11, below, from the Spine Road intersection with Lee Highway to the Spine Road intersection with Stringfellow Road;

5. Prior to the issuance of the RUP for the 800th residential unit within FairCrest or concurrent with the connection of the Spine Road from Lee Highway to Stringfellow Road, whichever first occurs, traffic signals shall have been designed and constructed at both those intersections, to the extent approved by VDOT;
 6. Bus Shelter. The Applicant shall provide one (1) bus stop/bus shelter, with no requirement for a turnoff lane or additional road improvements, on the east side of the Spine Road in the vicinity of the southernmost side access road, or as otherwise determined by DPWES, in consultation with DOT, at the time of final site plan/subdivision plan approval for the adjacent development area;
 7. All of the Expenses expended by the Applicant for design and construction of the improvements (other than traffic signal design and construction) referenced in Paragraphs 10(A)(1) through (5) above and the additional Lee Highway frontage improvements and/or escrows identified in Paragraph 10(C) below shall be credited toward the Applicant's Centreville Area Road Fund Contribution in accordance with Paragraph 6 above;
 8. If approved by VDOT, a traffic signal shall be constructed at the intersection of the Spine Road and Leland Road within one year of approval of same by VDOT but no later than final bond release on the Property, whichever first occurs. Applicant shall have no responsibility to design and construct said traffic signal if it has not been warranted by VDOT prior to issuance of the RUP for the 1200th residential unit within FairCrest; and
 9. If approved by DPWES and/or VDOT, the Spine Road shall be called Centreville Farms Road (or Parkway, or Boulevard, or Drive, or other appropriate roadway designation utilizing the name Centreville Farms).
- B. Leland Road. The Applicant shall (a) dedicate along the Leland Road frontage of the Property, R-O-W in fee simple twenty-seven feet (27') from the existing centerline in areas without turn lanes and up to thirty-nine feet (39') from existing centerline in areas with a turn lane, at the time of subdivision/site plan approval, or upon demand by the Board of Supervisors, whichever event first occurs; and (b) construct road widening of a half-section of Leland Road to meet a PFM Category V roadway with curb and gutter, with face of curb set nineteen feet (19') from centerline (i) along the Applicant's frontage and (ii) along the frontage of Tax Map Parcel 55-3-((2))-100. The Leland Road improvements shall be

constructed concurrent with development of the immediately adjacent residential section, except that the portion of Leland Road from Arrowhead Park Drive (a) to the eastern boundary of the Property at Leland Road, shall have been improved and be in use prior to issuance of the 300th RUP within FairCrest should the initial Spine Road phase be constructed to Stringfellow Road pursuant to Paragraph 10(A)(2) above; or (b) to the Spine Road intersection, shall have been improved and in use prior to issuance of the 400th RUP within FairCrest should the initial Spine Road phase be constructed to Lee Highway pursuant to Paragraph 10(A)(2) above.

C. Lee Highway.

1. Improvements.

Along the Lee Highway frontage of the Property, the Applicant shall dedicate R-O-W in fee simple seventy-two feet (72') from the existing centerline at the time of subdivision plan approval or upon demand from the Board of Supervisors, whichever event first occurs. At the time of construction of the Spine Road from Lee Highway to Leland Road, road widening shall be designed and constructed: (a) along the frontage in RZ 2000-SU-029 to provide (i) a third through lane westbound, (ii) a right turn lane onto northbound Spine Road, and (iii) dual left turn lanes from westbound Lee Highway onto southbound Union Mill Road as generally shown on the Pulte CDP/FDP; and (b) along the Applicant's frontage to provide (i) a westbound transitional taper from the improved Spine Road/Lee Highway intersection described immediately above, and (ii) subject to availability of adequate R-O-W, a left turn lane from eastbound Lee Highway onto northbound Spine Road.

2. Construction Materials Escrow.

Applicant shall, at the time of final subdivision plat approval for the adjacent development area, escrow with DPWES the cost only of materials for the (i) third twelve-foot wide westbound travel lane, (ii) curb, (iii) gutter, and (iv) Type I trail, across the Lee Highway frontage of Parcel 55-3-((2))-165. The amount of said escrow shall be approved by DPWES, and shall not include, without limitation, any cost for bridge or other crossing structure, cut/fill or other grading, or utility relocation.

3. Eminent Domain.

The Applicant shall diligently pursue acquisition of any necessary off-site R-O-W and/or temporary or permanent easements, to construct the transitional taper and turn lane referenced in subparagraphs 10(C)(1) (b)(i) and (ii) above. If the R-O-W and/or temporary or permanent easements

are unavailable, the Applicant shall request Fairfax County to acquire necessary R-O-W and/or temporary or permanent easements through its powers of eminent domain, at the Applicant's expense. The Applicant's request will not be considered until it is forwarded, in writing, to the Director of Property Management accompanied by:

- a) Plans and profiles showing the necessary R-O-W and/or temporary or permanent easements;
- b) An independent appraisal, by an appraiser who is not employed by the County, of the value of the land taken and damages, if any, to the residue of the affected property;
- c) A sixty (60) year title search certificate of the R-O-W and/or temporary or permanent easements to be acquired; and
- d) A Letter of Credit in an amount equal to the appraised value of the property to be acquired and of all damages to the residue which can be drawn upon by Fairfax County. It is also understood that in the event the property owner of the R-O-W and/or temporary or permanent easements to be acquired is awarded more than the appraised value of the property and of the damages to the residue in a condemnation suit, the amount of the award shall be paid to Fairfax County by the Applicant within five (5) days of said award. It is further understood that all other costs incurred by Fairfax County in acquiring the R-O-W and/or temporary or permanent easements shall be paid to Fairfax County by the Applicant upon demand.

11. Roads in Use. All public streets shall be constructed in accordance with the PFM and/or VDOT standards, as determined by DPWES. For purposes of these proffers, "in use" shall mean that the committed road improvement is open to public traffic, whether or not accepted into the State system. Acceptance of public roads by VDOT into its roadway system prior to bond release shall be diligently pursued by the Applicant, and shall be accomplished prior to final bond release.
12. Private Streets. All private streets will be constructed with materials and depth of pavement standards consistent with public street standards in accordance with the PFM, as determined by DPWES. The Homeowners Association ("HOA") for the respective development areas shall be responsible for the maintenance of all private streets within that HOA's development area. The HOA documents shall expressly state that the HOA shall be responsible for the maintenance of the private streets serving that HOA's development area.
13. Limits of Clearing and Grading. The Applicant shall conform to the approximate limits of clearing and grading shown on the CDP/FDP subject to the installation of utilities

and/or trails, if necessary, as approved by DPWES. All limits of clearing and grading shall be protected by temporary fencing, a minimum of four feet in height. The temporary fencing shall be installed prior to any work being conducted on the site, and signage identifying "Keep Out - Do Not Disturb" shall be provided on the temporary fence and made clearly visible to all construction personnel. Any necessary disturbance beyond that shown on the CDP/FDP shall be coordinated with the Urban Forester and accomplished in the least disruptive manner reasonably possible given engineering, cost, and site design constraints. Any area protected by the limits of clearing and grading that must be disturbed due to the installation of trails and/or utilities shall be replanted with the application of straw, mulch, grass seed and/or a mix of native vegetation as determined by the Urban Forester, to return the area as nearly as reasonably possible to its condition prior to the disturbance, as determined by the Urban Forester.

14. Environmental Quality Corridor and Resource Protection Areas. The Environmental Quality Corridor ("EQC") and Resource Protection Areas ("RPA") designated on the CDP/FDP shall not be disturbed except for the installation of trails, roads, utility lines, and the Pond as shown on the CDP/FDP or as otherwise provided herein, as deemed necessary and approved by DPWES. Any necessary disturbance shall be accomplished in the least disruptive manner possible given engineering, cost and site design constraints, as determined in conjunction with the Urban Forester. Any areas within RPA or EQC areas that must be disturbed due to the installation of trails, roads and utilities shall be replanted with the application of straw, mulch, grass seed and/or a mix of native vegetation. An RPA delineation study shall be submitted to DPWES prior to the first site plan/subdivision plan submission for the respective residential development areas contiguous to the RPA. In the event that the RPA line approved pursuant to that study results in lots shown on the CDP/FDP being located within the RPA, the affected lots shall be removed from the RPA and may be relocated; subject to the scope of modifications allowed pursuant to Paragraphs 2, 3 and 4, the resultant development layout may or may not necessitate a Proffered Condition Amendment application.
15. Tree Preservation. For the purposes of maximizing the preservation of trees in tree save areas, the Applicant shall prepare a tree preservation plan. The tree preservation plan shall be submitted to the Urban Forestry Branch of DPWES for review and approval as part of the first site plan/subdivision plan submission, respectively, for each of the sections to be developed with residential units. (A tree preservation plan will not be required in conjunction with the filing of a public improvement plan for a roadway or for the Pond.) These tree preservation plans shall be prepared by a certified arborist and coordinated with and approved by the Urban Forester and shall provide for preservation of specific quality trees or stands of trees within the tree save areas depicted on the CDP/FDP to the maximum extent reasonably feasible, subject to installation of necessary utility lines, trails, and to the maximum extent reasonably feasible without precluding the development of a unit typical to this project on each of the lots shown on the CDP/FDP. The Urban Forester may require modifications of such plans to the extent these modifications do not alter the number of dwelling units shown on the CDP/FDP, reduce the size of the proposed units, significantly move their location on the lot, or require the

installation of retaining walls greater than 2 feet in height and not to exceed 50 square feet of wall face. The tree preservation plan shall include the following elements:

- A. A tree survey which identifies the species, size, dripline and condition of all trees 12" and greater in diameter located within 20' of either side of the limits of clearing and grading in designated tree save areas. The conditions analysis shall be conducted by a certified arborist using methods outlined in the latest edition of the Guide for Plant Appraisal.
- B. All tree save areas shall be protected during clearing, grading and construction by temporary fencing, a minimum of four feet in height, placed at the limits of clearing and grading adjacent to trees to be preserved. The temporary fencing shall be installed prior to any work being conducted on the site, and signage shall be securely attached to the protective fencing, identifying tree preservation areas and made clearly visible to all construction personnel. Signs shall measure a minimum of 10x12 inches and read: "TREE PRESERVATION AREA - KEEP OUT."

The Umbrella HOA and other HOA documents shall require that no structures (other than utilities, utility lines, and/or trails as provided hereinabove) or fences shall be erected in tree save areas, and that trees in HOA open space areas and tree save areas will not be disturbed except for (i) the removal of diseased, dead, dying, or hazardous trees or parts thereof; and/or (ii) selective maintenance to remove noxious and poisonous weeds.

16. Stormwater Management. The Applicant shall implement stormwater management techniques to control the quantity and quality of stormwater runoff from the Property as determined by DPWES as follows:
 - A. For the western portion of the Property, the Applicant shall diligently pursue a waiver of the on-site stormwater management requirements; however, the Applicant will construct, if required and as approved by DPWES, a temporary dry pond for stormwater management purposes on the Property until the proposed regional stormwater management facility proposed for Tax Map 54-4-((6))-72 and 73 is constructed. The temporary pond, if required, shall be constructed in the general location shown on the CDP/FDP as approved by DPWES. If a temporary pond is to be constructed, at the time of recordation of the record plat/subdivision plat the Applicant shall grant a temporary access easement to Fairfax County, as approved by DPWES, for maintenance of the temporary stormwater management facility.
 - B. For the eastern portion of the Property, prior to the issuance of the first RUP, Regional Pond R-161 shall have been bonded, and be under construction, with completion of construction being diligently pursued (as determined by DPWES) on the property which is the subject of RZ 2000-SU-029 (the "Pond"), and on the portion of the Property in the general location shown on the CDP/FDP, subject to the following:

1. Construction of the Pond shall be in accordance with plans and specifications approved by DPWES and to the extent approved by DPWES, generally consistent with the Schematic Pond Design by VIKA Incorporated shown on Sheet 16 of the CDP/FDP, provided that the Board shall have entered into a written reimbursement agreement with the Applicant and Pulte, in a form and substance reasonably acceptable to the Applicant and Pulte and to the Board, under which the Board shall: (a) own the Pond; (b) maintain the Pond in accordance with the standard level of maintenance provided by Fairfax County for regional stormwater management ponds; (c) reimburse the Applicant, for that portion of the actual cost of the Pond which exceeds the cost of providing normal detention and retention for those portions of FairCrest which drain to the Pond, from pro rata share fees and/or other proffer/condition receipts pursuant to terms in the written reimbursement agreement. The actual cost of the Pond will equal the total costs incurred by the Applicant in connection with the construction of the Pond and its acceptance by the County including, without limitation, the cost of design, engineering, construction, and 10% of the costs for design, engineering, and construction for ordinary overhead and administration costs. The actual cost shall not include the value of the land conveyed for the Pond and its ancillary easements. Any costs attributable to construction of the Pond which are reasonably necessary to accommodate realization of all residential units adjacent to the Pond as shown on the CDP/FDP, including deepening the basin and/or fill to raise the elevations of lots, shall be included in the actual cost of the Pond for reimbursement purposes as determined by DPWES.
2. At the time of final bond release or when deemed appropriate by DPWES, upon completion of construction of the Pond, the Applicant shall dedicate and convey in fee simple to the Board the land on which the Pond and the trail adjacent to the Pond have been constructed, and shall convey to the Board all easements necessary to access and maintain the Pond, as determined by DPWES, including the Stormwater Planning Division and the Maintenance and Stormwater Management Division.
3. The Applicant shall require all subcontractors to document, through invoices, canceled checks, quantity take-offs, and other information as required by DPWES, the actual cost of the Pond. The reasonableness of all reimbursable costs shall be mutually agreed upon by DPWES and the Applicant.
4. In order to restore a natural appearance to the Pond, Applicant shall provide for submission of a landscape plan, for review and approval by the Urban Forester prior to final approval of the site plan and/or subdivision plan for the Pond, showing extensive landscaping in appropriate planting

areas surrounding the Pond and in the pond basin, in keeping with the planting policies of DPWES and in accordance with the PFM.

17. Homeowners' Association. In connection with the development of FairCrest, an Umbrella Homeowners' Association (the "Umbrella HOA") shall be created. The responsibilities of the Umbrella HOA shall include, but not necessarily be limited to: funding and maintenance of the swimming pool, clubhouse, bicycle parking rack or racks, tot lot and tennis courts and the appurtenant open space and parking areas (collectively, the "Main Recreational Facilities") to be located within the main recreational center on the property which is the subject of RZ 2000-SU-042. All of the residents of the proposed developments within FairCrest except for the multi-family units that are proposed as part of RZ 2000-SU-029, which multi-family units shall not share in the cost of maintaining the aforesaid Main Recreational Facilities, shall be members of the Umbrella HOA with equal access to the Main Recreational Facilities.

Individual neighborhoods shall be subject to the HOA for their respective development areas, established for the care, operation and maintenance of private streets, parking, sidewalks, pedestrian trails, common open space areas and recreational facilities within such development areas which are not owned and/or maintained by the Umbrella HOA. Prior to entering into a Contract of Sale, the initial purchasers of homes shall be notified in writing by the Applicant of their maintenance responsibility for the private streets, and recreational and open space areas serving their respective development area. These disclosures shall also be set forth in the respective HOA documents. The HOA documents encompassing the area in which the Interparcel Access dedication, referenced in Paragraph 31 below, is to be located shall also provide for the requirement of that dedication upon demand by Fairfax County consistent with Paragraph 31 below.

18. Recreational Facilities. The Applicant shall comply with Paragraph 2 of Section 6-110 and with Section 16-404 of the Zoning Ordinance as follows:
- A. The Applicant shall construct (i) a community tot lot which conforms to PFM standards in the location generally depicted on the CDP/FDP and which is generally consistent with the quality shown on Sheet 9 of the CDP/FDP; (ii) a Type 1 asphalt trail along Lee Highway west of the Spine Road, across Tax Map Parcel 55-3-((1))-5, as depicted on Sheet 8 of the CDP/FDP in the location determined by DPWES generally consistent with said trail's location along the Lee Highway frontage of RZ 2000-SU-029; (iii) a six-foot (6') wide asphalt trail located within the EQC/RPA area in the general locations as depicted on Sheet 8 of the CDP/FDP (the "EQC Trail"). The Main Recreational Facilities shall be constructed in the location generally depicted on the CDP/FDP in RZ 2000-SU-042 generally consistent with the quality shown on Sheets 9 and 15 of the CDP/FDP.
- B. Applicant shall contribute to the Fairfax County Park Authority ("FCPA") \$955 per market rate unit, not to exceed at total value of \$214,875.00, and shall be credited against that contribution the cost of the design and construction of the

above recreational improvements constructed on-site and its share (as demonstrated to and determined by DPWES) of the cost of the Main Recreational Facilities (all collectively hereinafter the "Recreation Expenses"), but not including the cost of any trails shown on the County's Comprehensive Trail Plan. In the event the total cost of the Recreation Expenses is less than the proffered \$955 per market rate unit, the Applicant shall provide a cash contribution to the FCPA for the remainder of the recreational facility contribution ("Park Contribution"), to be used solely for development of park facilities on Arrowhead Park and/or on the park/school sites to be dedicated pursuant to RZ 2000-SU-029, at the time of issuance of the 531st RUP, exclusive of the multi-family units, within FairCrest.

To avoid overpayment and the necessity for subsequent refunds, said creditable Recreation Expenses may be determined by DPWES on the basis of costs projected from engineering drawings and bond amounts approved by DPWES for the creditable infrastructure improvements. When submitting to DPWES requests for credit for Recreation Expenses towards the Park Contribution, the Applicant shall coordinate its requests with the requests of the Applicants in RZ 2000-SU-042 and RZ 2000-SU-029, so that DPWES can review a combined request for such credit. Such requests shall be accompanied by the documentation required by DPWES in its administration of the Park Contribution ordinances and policies; and

C. The Main Recreational Facilities shall be in place prior to the issuance of the RUP for the 531st unit, exclusive of the multi-family units, within FairCrest.

19. Energy Efficiency. All homes constructed on the Property shall meet the thermal standards of the Virginia Power Energy Saver Program for energy efficient homes, or its equivalent, as determined by DPWES, for either electric or gas energy systems.
20. Garages. The Applicant shall place a covenant on each townhouse garage unit that prohibits the use of the garage for any purpose which precludes motor vehicle storage. This covenant shall be recorded among the land records of Fairfax County prior to the sale of lots and shall run to the benefit of the HOA and to the Board. Prior to recordation, the covenant shall be approved by the Fairfax County Attorney's office. The HOA documents shall expressly state this use restriction.
21. FCPA Dedication. As shown on the CDP/FDP, all of the EQC area below the Pond east and west of the Spine Road shall be dedicated in fee simple to the FCPA at the time of subdivision/site plan approval for the adjacent residential sections. Said dedication shall be made subject to the reservation to the Applicant and/or Fairfax County of such temporary construction and/or permanent easement rights as may be necessary to accomplish installation of the Pond, and of such trails, roads, and utilities, as are approved by DPWES, in coordination with the Urban Forester pursuant to the Paragraphs 13, 14, and 15 above.

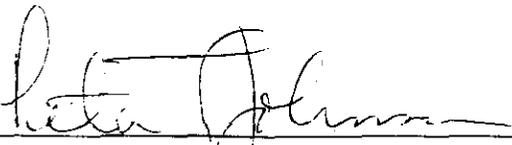
22. Open Space. At the time of recordation of the subdivision/site plans for each relevant section the Applicant shall convey all open space parcels, other than the Pond and EQC dedication areas, and all open space areas outside private lot lines to the relevant HOA for ownership and maintenance.
23. Density Credit. All intensity of use attributable to land areas dedicated and conveyed to the Board or the FCPA pursuant to these proffers shall be subject to the provisions of Paragraph 4 of Section 2-308 of the Zoning Ordinance and is hereby reserved to the residue of the subject Property.
24. Lighting. All common area or public area lighting except entry monumentation/signage lighting shall feature full-cutoff shielding and shall be directed inward and downward to prevent lighting spilling onto adjacent properties. Street lighting along the Spine Road and Leland Road shall feature full cut-off fixtures. Notwithstanding the aforesaid, uplighting of the entry monumentation signage shall be permitted.
25. Architectural Elevations and Typical Landscaping. The building elevations and typical landscaping for the proposed units shall be generally in character with the conceptual elevations and typical landscaping details as shown on Sheets 3 and 14 of the CDP/FDP, or of a comparable quality as determined by DPWES. Units which have either the rear elevation or the side elevation adjacent to the Spine Road shall include architectural features such as, but not limited to, shutters or other ornamental or architectural features on that elevation which is adjacent to the Spine Road.
26. Design Coordination with RZ 2000-SU-029 and -042. The Applicant shall provide benches, lighting and entrance features along the Spine Road and Leland Road in coordination with the applicants of RZ 2000-SU-029 and RZ 2000-SU-042, consistent as to quality and materials with those shown on Sheets 7 and 13 of the CDP/FDP. Final location of street furniture and amenities shall be determined during final site plan review as approved by DPWES.
27. Archaeology. Prior to any final site plan or subdivision plan approval, the Applicant shall perform, and shall submit to the County Archaeologist, a Phase I archaeological survey of the Property, including a tight interval survey, utilizing procedures consistent with and acceptable to the County Archaeological Services, only for three sites identified by the County as 55-3 #H1/P9 (44FX1800), 55-3 #P7 and 55-3 #P8. Ninety (90) days prior to the beginning of on-site development activities, the Applicant shall grant permission to the County Archaeologist and his agents, at their own risk and expense, to enter the Property to perform any necessary tests or studies, to monitor the Property at the time of initial clearing and grading and to recover artifacts, provided that such testing, studies, and removal do not unreasonably interfere with or delay the Applicant's construction schedule.
28. Trails. Trails shall be provided at the time of development of the respective areas, generally as depicted on the "Recreational Amenities and Trails Plan" (Sheet 8 of the CDP/FDP). Trails shall be subject to public access easements, in standard County

format, wherever they are located outside of the public R-O-W or public ownership. Final trail locations other than the EQC Trail shall be subject to review and approval by DPWES. The EQC Trail shall be field located in consultation with the FCPA, subject to the review and approval by DPWES, and shall be maintained by FCPA or DPWES. The trails network shall consist of: walking trails/Comprehensive Plan trails and major sidewalk connections/routes. Additional sidewalks and trails shall be provided within the individual neighborhoods as shown on the CDP/FDP. A six foot (6') asphalt trail shall be provided along the eastern or western side of the Pond pursuant to final engineering as approved by DPWES. A five foot (5') concrete sidewalk shall be provided on each side of the Spine Road and of Leland Road. The trails network shall be extended to the Property boundaries and designed to connect to the off-site portions of FairCrest. Notwithstanding all of the aforesaid, the Applicant shall have no obligation to construct off-site sidewalks or trails. A pedestrian trail connection shall be provided to the Summit Street cul-de-sac as shown on the CDP/FDP.

29. Blasting. In the event blasting is necessary, before any blasting occurs on the Property the Applicant shall: (i) ensure that the Fairfax County Fire Marshal has reviewed the blasting plans; (ii) follow all safety recommendations made by the Fire Marshal; and (iii) provide independent qualified inspectors approved by DPWES to inspect wells, serving residences on properties whose owners permit such inspections, located within 500 feet of the blasting site (the "Inspected Wells"). The inspector shall check the flow rate for each of the Inspected Wells immediately before and immediately after blasting within 500 feet of the Inspected Wells. If allowed by County or State regulations, the Applicant shall either (i) repair any damage to, or at its sole discretion, may replace the Inspected Well(s) determined by the inspector to have been damaged as a result of blasting on the Property, or (ii) pay for hook-up of public water to serve any house whose well has been damaged by blasting on the Property.
30. Public Water. A 24" waterline shall be constructed within the Spine Road R-O-W from Lee Highway (i) to Stringfellow Road, or (ii) to the transit site referenced in Paragraph 9 by way of the transit access road from the Spine Road, as determined by DPWES in coordination with the Fairfax County Water Authority ("FCWA") and the Fairfax Department of Transportation ("DOT"). The Applicant shall be reimbursed, as determined by FCWA pursuant to FCWA policies, by the FCWA for Applicant's cost for the design and construction of such line in excess of such cost attributable to the size line required to serve FairCrest.
31. Interparcel Access. In lieu of escrowing funds and/or constructing a service drive along Lee Highway, the Applicant shall reserve for future dedication within the 150 foot wide area shown on the CDP/FDP, an area fifty feet (50') wide for a future public road connection across Parcel 55-3-((1))-5 from the Spine Road into the northern portion of Parcel 55-3-((1))-4 ("Interparcel Access"). Said future dedication area shall be located within 150 feet of the northern property line of Parcel 5 as determined by DPWES, and said dedication shall be made by the HOA in fee simple to the Board of Supervisors upon demand by the County. Applicant shall not be responsible for any design or construction of said Interparcel Access.

WINCHESTER HOMES, INC.

Applicant and Title Owner of Parcel 55-3-((2))-154

By: 
Peter T. Johnson, Vice President

RONALD E. DE MATTEO

Co-Owner of Parcel 54-4-((2))-102

Ronald E. DeMatteo
by Peter T. Johnson,
BY his agent and attorney-in-fact
Peter T. Johnson, his agent and
attorney-in-fact

MARY ANN T. DE MATTEO

Co-Owner of Parcel 54-4-((2))-102

Mary Ann T. DeMatteo
by Peter T. Johnson,
BY her agent and attorney-in-fact
Peter T. Johnson, her agent and
attorney-in-fact

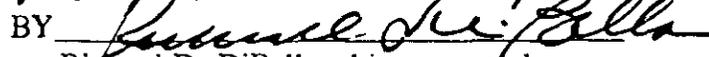
GERALD WALDMAN

Title Owner of Parcels 54-4-((2))-103 and
55-3-((2))-101

GERALD WALDMAN, BY STANLEY F. SETTLE, JR.,
HIS AGENT AND ATTORNEY IN FACT

BY 
Stanley F. Settle Jr., his agent and
attorney-in-fact

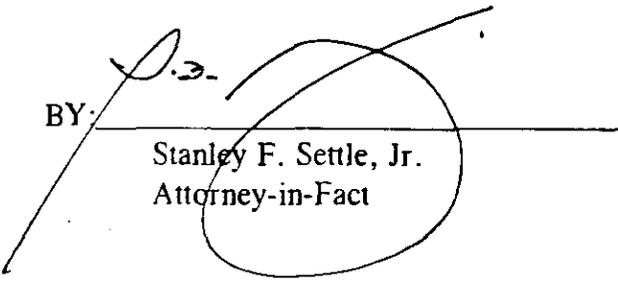
GERALD WALDMAN By Richard D. Di Bella.
His agent and attorney in fact.

BY 
Richard D. DiBella., his agent and
attorney-in-fact

32. Bradley Road. Subsequent to the vacation/abandonment of Bradley Road and concurrent with the development of the adjacent properties, the Applicant shall remove and scarify the existing pavement and roadbed and shall resod the roadway area.
33. Illegal Signs. No temporary signs (including "popsicle" style paper or cardboard signs) which are prohibited by Article 12 of the Zoning Ordinance, and no signs which are prohibited by Chapter 7 of Title 33.1 or Chapter 8 of Title 46.2 of the Code of Virginia shall be placed on or off-site by the Applicant or at the Applicant's direction to assist in the initial sale of homes on the Property. Furthermore, the Applicant shall direct its agents and employees involved in the marketing and sale of the residential units on the Property to adhere to this Proffer.
34. Counterparts. To facilitate execution, this Proffer Statement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of all the parties to the Proffer Statement appear on each counterpart of this Proffer Statement. All counterparts of this Proffer Statement shall collectively constitute a single instrument.
35. Successors and Assigns. Each reference to "Applicant" in this proffer statement shall include within its meaning, and shall be binding upon, Applicant's successor(s) in interest, assigns, and/or developer(s) of the site or any portion of the site.

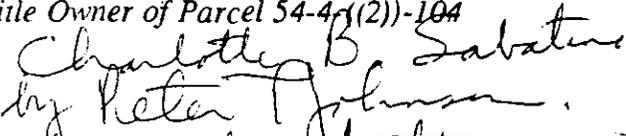
[SIGNATURES ON FOLLOWING PAGES]

PULTE HOME CORPORATION
Contract Purchaser of Parcels 54-4-((2))-103 and
55-3-((2))-101

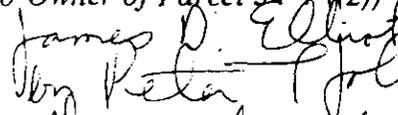
BY: 

Stanley F. Settle, Jr.
Attorney-in-Fact

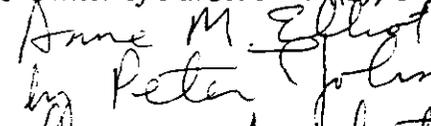
CHARLOTTE B. SABATINO
Title Owner of Parcel 54-4-((2))-104


by Peter T. Johnson.
BY her agent and attorney-in-fact
Peter T. Johnson, her agent and
attorney-in-fact

JAMES D. ELLIOT
Co-Owner of Parcel 54-4-((2))-105


by Peter T. Johnson.
BY his agent and attorney-in-fact
Peter T. Johnson, his agent and
attorney-in-fact

ANNE M. ELLIOT
Co-Owner of Parcel 54-4-((2))-105


by Peter T. Johnson.
BY her agent and attorney-in-fact
Peter T. Johnson, her agent and
attorney-in-fact

BURKE & HERBERT BANK & TRUST
COMPANY, as Successor Trustee for the
Anne D. deCamp QTIP Trust
Title Owner of Parcels 54-4-((2))-106, 107, 108,
142, 143 and 144

By:

Charles B. Lanman, Jr.
Charles B. Lanman, Jr.
Senior Vice President and Trust Officer

AMADEO J. SZASZDI

Title Owner of Parcels 54-4-((2))-109 and 110

Amaдео J. Szazdi
by Peter Johnson
BY his agent and attorney-in-fact
Peter T. Johnson his agent and
attorney-in-fact

ESTATE OF JOHN C. HELM

Title Owner of Parcel 55-3-((1))-5

Estate of John C. Helm
by Peter Johnson,
BY agent and attorney-in-fact
Peter T. Johnson, agent and attorney-in-fact

LOUISE B. HELM

Title Owner of Parcel 55-3-((2))-94

Louise B. Helm
by Peter Johnson
BY her agent and attorney-in-fact
Peter T. Johnson her agent and
attorney-in-fact

SHIV K. JINDAL

Co-Owner of Parcel 55-3-(2)-95

Shiv K. Jindal
by Peter T. Johnson
BY *his agent and attorney-in-fa*
Peter T. Johnson, his agent and
attorney-in-fact

KAJAL K. JINDAL

Co-Owner of Parcel 55-3-(2)-95

Kajal K. Jindal
by Peter T. Johnson
BY *her agent and attorney-in-fac*
Peter T. Johnson, her agent and
attorney-in-fact

WILLIAM P. PRINGLE, JR.

Co-Owner of Parcel 55-3-((2))-96

*William P. Pringle, Jr.
by Peter Johnson*

BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

ESTATE OF RUTH M. MILLER

Co-Owner of Parcel 55-3-((2))-96

*Estate of Ruth M. Miller
by Peter Johnson*

BY *agent and attorney-in-fact*
Peter T. Johnson, agent and attorney-in-fact

NEJAT RASSON

Co-Owner of Parcel 55-3-((2))-97

*Nejat Rason
by Peter Johnson*

BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

SHAHROKH BARMAAN

Co-Owner of Parcel 55-3-((2))-97

*Shahrokh Barmaan
by Peter Johnson*

BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

ROLF V. MAHLER

Title Owner of Parcels 55-3-((2))-145 and 146

Rolf V. Mahler
by Peter T. Johnson,
BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

WILLIAM B. TURMAN

Co-Owner of Parcel 55-3-((2))-147

William B. Turman
by Peter T. Johnson,
BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

LUCILLE M. TURMAN

Co-Owner of Parcel 55-3-((2))-147

Lucille M. Turman
by Peter T. Johnson,
BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

HELEN L. DOORES

Title Owner of Parcel 55-3-((2))-148

Helen L. Doores
by Peter T. Johnson
BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

CLAUDE H. NICELY

Title Owner of Parcel 55-3-((2))-149

Claude H. Nicely
by Peter T. Johnson
BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

CENTREVILLE LODGE #2168 LOYAL ORDER
OF MOOSE, INC.

Title Owner of Parcels 55-3-((2))-150, 151, 152
and 153

BY: *Ronald C. Apostolakis*
Ronald C. Apostolakis, Governor

BY: *Donald J. Conway*
Donald J. Conway, Administrator

BY: *Daniel T. Corcoran, Sr.*
Daniel T. Corcoran, Sr., Treasurer

MAXINE LORA FAIRCLOTH

Title Owner of Parcel 55-3-((2))-154A

*Maxine Lora Faircloth
by Peter Johnson,*

BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

CHARLES SLANEY

Co-Owner of Parcel 55-3-((2))-155

*Charles Slaney
by Peter Johnson,*

BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

MARY JO SLANEY

Co-Owner of Parcel 55-3-((2))-155

*Mary Jo Slaney
by Peter Johnson,*

BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

DAVID T. HOANG

Co-Owner of Parcel 55-3-((2))-156

*David T. Hoang
by Peter Johnson,*

BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

HOA N. TRAN
Co-Owner of Parcel 55-3-((2))-156

Hoan N. Tran Johnson
by *Peter Johnson*
BY *her agent and attorney-in-fact*
Peter T. Johnson her agent and
attorney-in-fact

Alreta Fritts
ALRETA FRITTS
Co-Owner of Parcel 55-3-((2))-158

John Edward Fritts, II
JOHN EDWARD FRITTS, II
Co-Owner of Parcel 55-3-((2))-158

LOIS A. YAZDANI
Co-Owner of Parcel 55-3-((2))-158
Lois A. Yazdani by
Alreta Fritts, her agent
BY *and attorney-in-fact*
Alreta Fritts, her agent and
attorney-in-fact

VAUGHN C. FRITTS
Co-Owner of Parcel 55-3-((2))-158
Vaughn C. Fritts by Alreta
Fritts, his agent and
BY *attorney-in-fact*
Alreta Fritts, his agent and
attorney-in-fact

JOHN J. FRITTS

Co-Owner of Parcel 55-3-((2))-158

John J. Fritts by Alreta Fritts, his legal agent

BY *Attorney-in-Fact*

Alreta Fritts, his agent and
attorney-in-fact

MARGARET E. HALFORD

Co-Owner of Parcel 55-3-((2))-158

Margaret E. Halford by Alreta Fritts, her legal agent

BY *Attorney-in-Fact*

Alreta Fritts, her agent and
attorney-in-fact

MICHAEL W. NORDLAND

Co-Owner of Parcel 55-3-((2))-158

Michael W. Nordland by Alreta Fritts, his agent

BY *and Attorney-in-Fact*

Alreta Fritts, her agent and
attorney-in-fact

LYDIA M. JACKSON

Co-Owner of Parcel 55-3-((2))-158

Lydia M. Jackson by Alreta Fritts, her agent

BY *and Attorney-in-Fact*

Alreta Fritts, her agent and
attorney-in-fact

GAIL E. NORDLAND-GONZALEZ

Co-Owner of Parcel 55-3-((2))-158

*Gail E. Nordland-Gonzalez
by Alreta Fritts, her agent*

BY and Attorney-in-Fact

Alreta Fritts, her agent and
attorney-in-fact

ROBERT FRITTS

Co-Owner of Parcel 55-3-((2))-158

*Robert Fritts by Alreta
Fritts, his agent and*

BY Attorney-in-Fact

Alreta Fritts, his agent and
attorney-in-fact

RUTH E. FRITTS

Co-Owner of Parcel 55-3-((2))-158

*Ruth E. Fritts by Alreta Fritts
her agent and Attorney*

BY in Fact

Alreta Fritts, her agent and
attorney-in-fact

FREDERICK M. FRITTS

Co-Owner of Parcel 55-3-((2))-158

*Frederick M. Fritts by
Alreta Fritts her agent*

BY and Attorney-in-Fact

Alreta Fritts, his agent and
attorney-in-fact

ALBERT E. SEYMOUR

Co-Owner of Parcel 55-3-((2))-159

*Albert E. Seymour
by Peter Johnson*

BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

VIRGINIA L. SEYMOUR

Co-Owner of Parcel 55-3-((2))-159

*Virginia L. Seymour
by Peter Johnson*

BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

HARUTUN CIFCI

Co-Owner of Parcel 55-3-((2))-160

*Harutun Cifci
by Peter Johnson*

BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

INGA DEVINE

Co-Owner of Parcel 55-3-((2))-160

*Inga Devine
by Peter Johnson*

BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

EDWARD X. MILLER, TRUSTEE

Co-Owner of Parcel 55-3-((2))-161

*Edward X. Miller, Trustee
by Peter Johnson,*

BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

PAULINE S. MILLER, TRUSTEE

Co-Owner of Parcel 55-3-((2))-161

*Pauline S. Miller, Trustee
by Peter Johnson,*

BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

S. MICHAEL MILLER, TRUSTEE

Co-Owner of Parcel 55-3-((2))-161

*S. Michael Miller, Trustee
by Peter Johnson,*

BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

BARBARA J. BREEN

Title Owner of Parcel 55-3-((2))-162

*Barbara J. Breen
by Peter Johnson,*

BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

GARLAND PARKER BLEVINS

Co-Owner of Parcel 55-3-((2))-162A

Garland Parker Blevins
by Peter Johnson
BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

RUTH F. BLEVINS

Co-Owner of Parcel 55-3-((2))-162A

Ruth F. Blevins
by Peter Johnson
BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

TANSY NOREEN SETTLE-FRAZIER

Title Owner of Parcel 55-3-((2))-163

Tansy Noreen Settle-Frazier
by Peter Johnson
BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

KAMRAN SADIGHI

Title Owner of Parcel 55-3-((2))-164

Kamran Sadighi
by Peter Johnson
BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

LUKE J. LALANDE, TRUSTEE

Title Owner of Parcel 55-3-((2))-165

Luke J. Lalande, Trustee
by Peter Johnson
BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

BOARD OF SUPERVISORS OF FAIRFAX
COUNTY, VIRGINIA

*Owner of portions of Shreve Street and Bradley
Road to be vacated/abandoned*

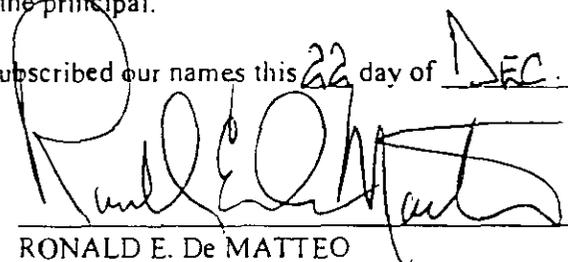
BY: *Anthony H. Griffin*
NAME: Anthony H. Griffin
TITLE: County Executive

POWER OF ATTORNEY TO EXECUTE PROFFERS

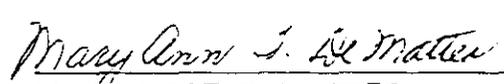
KNOW ALL MEN BY THESE PRESENTS that we, Ronald E. De Matteo and Mary Ann T. De Matteo, of 12324 Cannonball Road, Fairfax, Virginia, title owners of Fairfax County Tax Map parcel 54-4-((2))-102, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, our true and lawful attorneys to execute on our behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-043 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for us and in our name, place, and stead, and as our act and deed, to do and execute, or to concur with persons jointly interested with us therein in the execution of said proffers, in the same manner and with the same effect as we ourselves might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 22 day of DEC., 2000.



RONALD E. De MATTEO (SEAL)

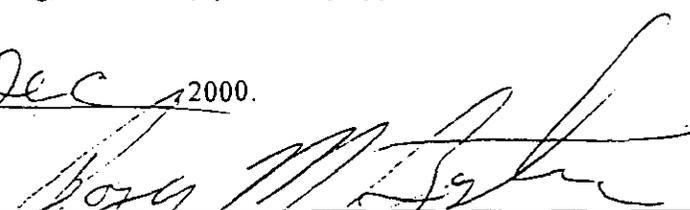


MARY ANN T. De MATTEO (SEAL)

STATE OF VIRGINIA
CITY/COUNTY OF FAIRFAX to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Ronald E. De Matteo, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be his act and deed.

GIVEN under my hand this 22 day of Dec, 2000.



NOTARY PUBLIC

My Commission Expires: 11/30/01

STATE OF VIRGINIA
CITY/COUNTY OF FACETON, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Mary Ann T. De Matteo, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be her act and deed.

GIVEN under my hand this 22 day of Dec, 2000.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11/30/07

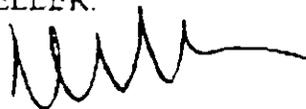
SPECIAL LIMITED POWER OF ATTORNEY

The undersigned, Gerald Waldman (the "Principal"), the party authorized by law to make application for a rezoning of that certain real property located in Fairfax County, Virginia, as more particularly described in the attached Exhibit "A", makes, constitutes and appoints Richard D. DiBella and Stanley F. Settle, Jr. ("Attorney-in-Fact"), and either one of them, as his true and lawful Attorney-in-Fact and in his name, place and stead giving unto the Attorney-in-Fact, full power and authority to make application for the rezoning of the Property, and to execute any necessary affidavits, to agree to any proffered conditions pursuant to the application for rezoning, and to enter into and execute any other documents in connection with such rezoning. This SPECIAL LIMITED POWER OF ATTORNEY does not permit the Attorney-in-Fact to convey or dedicate to public purposes the Property or any portion thereof, nor does it permit the Attorney-in-Fact to grant easements over the Property or to secure any loan by imposing a lien on the Property or any portion thereof.

The rights, powers and authority of the Attorney-in-Fact herein granted shall commence and be in fully force and effect this 7th day of February, 2001, and remain in full force and effect thereafter until actual notice, by certified mail, return receipt requested, is received at the Planning and or Zoning Office for the County of Fairfax, Virginia, stating that the terms of this power have been revoked or modified.

This Special Limited Power of Attorney shall not be recorded, and any recordation hereof shall terminate the powers granted herein.

SELLER:

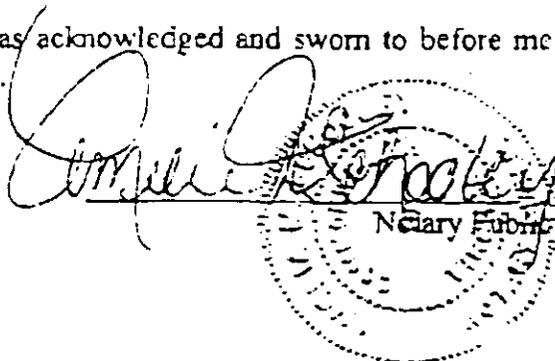


(SEAL)

GERALD WALDMAN

COMMONWEALTH OF VIRGINIA,
COUNTY/CITY OF Fairfax, to-wit:

The foregoing Purchase and Sale Agreement was acknowledged and sworn to before me this 7th day of February, 2001, by Gerald Waldman.



My Commission expires: 3-31-01

EXHIBIT A

Exhibit A - Property List for Special Power of Attorney

<u>Tax Map</u>	<u>Address</u>	<u>Aprox. Acreage</u>
55-3-2-101	5500 Bradley Road	1.2897
54-4-2-103	13617 Leland Road	.9305

When Recorded

Return To:

PREMIER TITLE, INC
8221 Old Courthouse Road
Suite 300
Vienna, VA 22182

PULTE HOME CORPORATION
POWER OF ATTORNEY AND GRANT OF AGENCY

KNOW ALL MEN BY THESE PRESENTS, that PULTE HOME CORPORATION, a corporation organized and existing under the laws of the State of Michigan, authorized to do business in the State of Virginia, having its principal office at Bloomfield Hills, Michigan, does hereby (1) revoke and rescind and terminate any and all powers of attorney previously issued by the Corporation to any and all employees of the Corporation recorded in the State of Virginia, such rescission being effective October 31, 1996; and (2) effective immediately, constitute and appoint the following employees as its true and lawful agents and attorneys-in-fact:

Thomas D. Eckert
P. M. Annessa
Lance Liebler
Suzanne Neff
Stanley F. Settle, Jr.
Michel Mentzer

Robert K. Davis
Louis Steffens
Allegro Parker
Ceilie J. McLean
Betsy T. Hudson
Richard D. DiBella

to act in the following governmental units in the State of Virginia including, but not limited to, Loudoun County, Fairfax County, Prince William County, Stafford County, Spotsylvania County, City of Fairfax, Town of Leesburg, City of Alexandria, City of Manassas, and Town of Herndon, to act for and on behalf of the undersigned corporation in its name, place and stead, and for its use and benefit, in the following respects:

- (1) Enter into and execute any contracts, agreements, deeds or any other necessary documents, instruments or papers for the sale by the Corporation of finished homes or homes to be finished (together in each instance with the finished lot for the home), provided, however, that except for the sale of any lot together with such home, no such Employee shall have any power or authority to sell any land whatsoever;

- (2) Enter into and execute any and all deeds, agreements, or documents relating to common areas and common facilities, any and all other contracts, deeds or other necessary documents, instruments or papers in connection with the sale by the Corporation of finished condominium, townhouse, or duplex units and any land associated with such finished units;
- (3) Enter into and execute deeds and/or plats of dedication, subdivision, resubdivision and boundary line adjustment; owner's consents; declarations of covenants, conditions and restrictions; deeds or vacation of easements, easements and rights-of-way; performance agreements; and maintenance agreements for and over any property owned or under option by the Corporation; re-zoning applications, proffer applications and amendments and proffer agreements and other similar documents related to the development of real property owned or under option by the Corporation; and
- (4) Enter into and execute development, supplier, subcontract and/or construction agreements for the development and/or construction of and on any property owned or under option by the Corporation.

This Power of Attorney shall expire at midnight on December 31, 2001, unless extended or revoked by the Corporation prior to such expiration date.

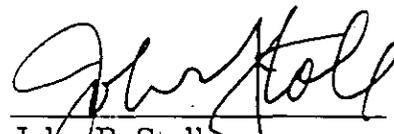
IN WITNESS WHEREOF, PULTE HOME CORPORATION has caused its corporate name to be hereunto subscribed by its Vice President and its corporate seal to be hereunto affixed, attested by its Assistant Secretary, this 9th day of October, 1996.

ATTEST:

PULTE HOME CORPORATION



Maureen E. Thomas
Assistant Secretary



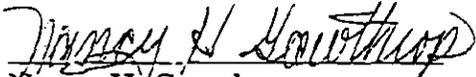
John R. Stoller
Vice President

PULTE HOME CORPORATION
Seal - Michigan

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On October 9, 1996, before me, Nancy H. Gawthrop, a Notary Public in and for said State, personally appeared John R. Stoller and Maureen E. Thomas, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Nancy H. Gawthrop

My Commission Expires: 10/09/99

CERTIFIED COPY OF RESOLUTIONS
OF THE BOARD OF DIRECTORS OF
PULTE HOME CORPORATION

I, Maureen E. Thomas, hereby certify that I am a duly elected and acting Assistant Secretary of PULTE HOME CORPORATION, a corporation authorized and existing under the laws of the State of Michigan; that attached is a true copy of the resolutions adopted by the Board of Directors of the Corporation at a special meeting duly called and held on October 9, 1996, in accordance with the provisions of Section 521 of the Michigan Business Corporation Act; and that such resolutions have not been rescinded or modified, and do not contravene any provisions of the Articles of Incorporation or Bylaws of said Corporation.

WHEREAS, PULTE HOME CORPORATION (the "Corporation") desires to revoke and rescind and terminate any and all powers of attorney previously granted to any and all employees of the Corporation's Virginia Division; and

WHEREAS, the Corporation desires to grant powers and authority to various employees of the Corporation's Virginia Division.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Corporation hereby revokes and rescinds said powers of attorney, such revocation to be effective October 31, 1996.

FURTHER RESOLVED, the Corporation designates and appoints:

Thomas D. Eckert
P. M. Annessa
Lance Liebler
Suzanne Neff
Stanley F. Settle, Jr.
Michel Mentzer

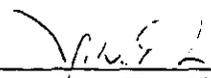
Robert K. Davis
Louis Steffens
Allegro Parker
Ceilie J. McLean
Betsy T. Hudson
Richard D. DiBella

as its Attorneys-in-Fact, to act in the following governmental units in the State of Virginia including, but not limited to, Loudoun County, Fairfax County, Prince William County, Stafford County, Spotsylvania County, City of Fairfax, Town of Leesburg, City of Alexandria, City of Manassas, and Town of Herndon, and does hereby authorize, ratify, and confirm all that such Attorneys-in-Fact may lawfully do, or have caused to be done in accordance with the said resolutions set forth below.

FURTHER RESOLVED, that the Corporation hereby authorizes and directs its Attorneys-in-Fact, in the name of and on behalf of the Corporation, to:

- (1) Enter into and execute any contracts, agreements, deeds or any other necessary documents, instruments or papers for the sale by the Corporation of finished homes or homes to be finished (together in each instance with the finished lot for the home), provided, however, that except for the sale of any lot together with such home, no such Employee shall have any power or authority to sell any land whatsoever;
- (2) Enter into and execute any and all deeds, agreements, or documents relating to common areas and common facilities, any and all other contracts, deeds or other necessary documents, instruments or papers in connection with the sale by the Corporation of finished condominium, townhouse, or duplex units and any land associated with such finished units;
- (3) Enter into and execute deeds and/or plats of dedication, subdivision, resubdivision and boundary line adjustment; owner's consents; declarations of covenants, conditions and restrictions; deeds or vacation of easements, easements and rights-of-way; performance agreements; and maintenance agreements for and over any property owned or under option by the Corporation; rezoning applications, proffer applications and amendments and proffer agreements and other similar documents related to the development of real property owned or under option by the Corporation; and
- (4) Enter into and execute development, supplier, subcontract and/or construction agreements for the development and/or construction of and on any property owned or under option by the Corporation.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of Pulte Home Corporation this 9th day of October, 1996.



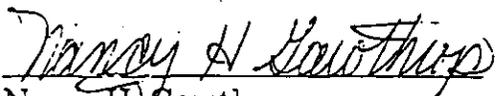
Maureen E. Thomas,
Assistant Secretary

PULTE HOME CORPORATION
Seal - Michigan

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

On October 9, 1996, before me, Nancy H. Gawthrop, a Notary Public in and for said State, personally appeared Maureen E. Thomas, personally known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Nancy H. Gawthrop

My Commission Expires: 10/09/99

POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that I, Charlotte B. Sabatino, of 11125 Byrd Court, Fairfax, Virginia, title owner of Fairfax County Tax Map parcel 54-4-((2))-104, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, my true and lawful attorneys to execute on my behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-043 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for me and in my name, place, and stead, and as my act and deed, to do and execute, or to concur with persons jointly interested with me therein in the execution of said proffers, in the same manner and with the same effect as I myself might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15th day of December, 2000.

Charlotte B. Sabatino (SEAL)
CHARLOTTE B. SABATINO

STATE OF Virginia
CITY/COUNTY OF Fairfax, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Charlotte B. Sabatino, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be her act and deed.

GIVEN under my hand this 15th day of December, 2000.

Amy Agostini
NOTARY PUBLIC

My Commission Expires: 1/31/02

POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that we, James D. Elliot and Anne M. Elliot, of 4431 Altura Court, Fairfax, Virginia, title owners of Fairfax County Tax Map parcel 54-4-((2))-105, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, our true and lawful attorneys to execute on our behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-043 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for us and in our name, place, and stead, and as our act and deed, to do and execute, or to concur with persons jointly interested with us therein in the execution of said proffers, in the same manner and with the same effect as we ourselves might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 5th day of December, 2000.

James D. Elliot (SEAL)
JAMES D. ELLIOT

Anne M. Elliot (SEAL)
ANNE M. ELLIOT

STATE OF Virginia
CITY/COUNTY OF Fairfax to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that James D. Elliot, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be his act and deed.

GIVEN under my hand this 5 day of December, 2000.

Julie Christine Gibson
NOTARY PUBLIC

My Commission Expires: November 30, 2001

STATE OF Virginia
CITY/COUNTY OF Fairfax, to wit

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Anne M. Elliot, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be her act and deed.

GIVEN under my hand this 5 day of December, 2000.

Julie Christwick Gibson
NOTARY PUBLIC

My Commission Expires: NOVEMBER 30, 2004

POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that I, Amadeo J. Szaszdi, of 3245 Rio Drive, Falls Church, Virginia, title owner of Fairfax County Tax Map parcels 54-4-((2))-109 and 110, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, my true and lawful attorneys to execute on my behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-045 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for me and in my name, place, and stead, and as my act and deed, to do and execute, or to concur with persons jointly interested with me therein in the execution of said proffers, in the same manner and with the same effect as I myself might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 9th day of January, 2000.

Amadeo J. Szaszdi (SEAL)
AMADEO J. SZASZDI

DISTRICT
STATE OF COLUMBIA
CITY/COUNTY OF WASHINGTON, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Amadeo J. Szaszdi, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be his act and deed.

GIVEN under my hand this 9th day of JANUARY, 2000.

Gwendolyn A. Reynolds
NOTARY PUBLIC

My Commission Expires: 7/14/2001

POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that the Estate of John C. Helm, title owner of Fairfax County Tax Map parcel 55-3-((1))-5, by its Executor, Timothy Heim of Crown Point, Indiana, has made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, its true and lawful attorneys to execute on its behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-043 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for it and in its name, place, and stead, and as its act and deed, to do and execute, or to concur with persons jointly interested with it therein in the execution of said proffers, in the same manner and with the same effect as the Estate itself might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 16 day of December, 2000.

ESTATE OF JOHN C. HELM

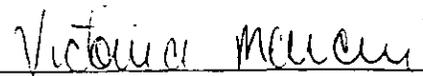
BY:  (SEAL)
TIMOTHY HELM
Executor

STATE OF _____
CITY/COUNTY OF _____, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Timothy Helm, whose name is signed to the foregoing as Executor of the Estate of John C. Helm, has this day personally appeared before me and acknowledged the same to be his act and deed.

GIVEN under my hand this 16 day of December, 2000.

VICTORIA L. MARCINOV
Notary Public, Lake County, Indiana
My Commission Expires: 03-19-08
Resident of Lake County, Indiana
My Commission Expires: _____


NOTARY PUBLIC

POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that I, Louise B. Helm, of 892 Azalea Drive, Rockville, Maryland, title owner of Fairfax County Tax Map parcel 55-3-((2))-94, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, my true and lawful attorneys to execute on my behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-045 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for me and in my name, place, and stead, and as my act and deed, to do and execute, or to concur with persons jointly interested with me therein in the execution of said proffers, in the same manner and with the same effect as I myself might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 7 day of December, 2000.

Louise B. Helm (SEAL)
LOUISE B. HELM

STATE OF Maryland
CITY/COUNTY OF Montgomery to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Louise B. Helm, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be her act and deed.

GIVEN under my hand this 7th day of December, 2000.

Beth Ann Sanders
NOTARY PUBLIC

My Commission Expires: _____

POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that we, Shiv K. Jindal (Social Security Number 579-90-0585) and Kajal K. Jindal (SS#: 577-82-1006) of Country of Peru (mailing address: American Embassy, FBO-Box 3824, APO, AA 34031), title owners of Fairfax County Tax Map parcel 55-3-((2))-95, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, our true and lawful attorneys to execute on our behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-043 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for us and in our name, place, and stead, and as our act and deed, to do and execute, or to concur with persons jointly interested with us therein in the execution of said proffers, in the same manner and with the same effect as we ourselves might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 6 day of February, 2000.

X  (SEAL)
SHIV K. JINDAL

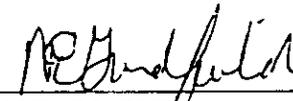
X  (SEAL)
KAJAL K. JINDAL

Province and City of Lima)
Embassy of the)
United States of America)

OF _____, to wit:

I, the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify that Shiv K. Jindal, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be his act and deed.

GIVEN under my hand this 6 day of February, 2000.


NOTARY PUBLIC
Mary E. Grandfield
Consul of the
United States of America

My Commission Expires: INDEFINITELY

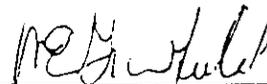
Republic of Peru)
Province and City of Lima)
Embassy of the)
United States of America)

Republic of Peru)
Province and City of Lima)
Embassy of the) SS'

STATE OF _____
CITY/COUNTY OF United States of America to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Kajal K. Jindal, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be her act and deed.

GIVEN under my hand this 6 day of February, 2004.



NOTARY PUBLIC

My Commission Expires: **INDEFINITELY**

Mary E. Grandfield
Consul of the
United States of America

POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that I, William P. Pringle, Jr., of Silver Spring, Maryland, co-owner of Fairfax County Tax Map parcels 55-3-((2))-44 and 45, and 55-3-((2))-96, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, my true and lawful attorneys to execute on my behalf any and all proffers in connection with Fairfax County Applications RZ 2000-SU-042 and RZ 2000-SU-043, pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for me and in my name, place, and stead, and as my act and deed, to do and execute, or to concur with persons jointly interested with me therein in the execution of said proffers, in the same manner and with the same effect as I myself might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 19 day of Dec, 2000.

William P. Pringle (SEAL)
WILLIAM P. PRINGLE, JR.



STATE OF Maryland
CITY/COUNTY OF Prince George to-wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that William P. Pringle, Jr., whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be his act and deed.

GIVEN under my hand this 19 day of December, 2000.

Cynthia Lynn Enig
NOTARY PUBLIC

My Commission Expires: 7/1/04

POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that the Estate of Ruth Miller, co-owner of Fairfax County Tax Map parcels 55-3-((2))-44 and 45, and 55-3-((2))-96, by its Executrix, Doris Berger of Fairfax, Virginia, has made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, its true and lawful attorneys to execute on its behalf any and all proffers in connection with Fairfax County Applications RZ 2000-SU-042 and RZ 2000-SU-043, pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for it and in its name, place, and stead, and as its act and deed, to do and execute, or to concur with persons jointly interested with it therein in the execution of said proffers, in the same manner and with the same effect as the Estate itself might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 11 day of December, 2000.

ESTATE OF RUTH M. MILLER

BY: Doris C. Berger (SEAL)
DORIS BERGER
Executrix

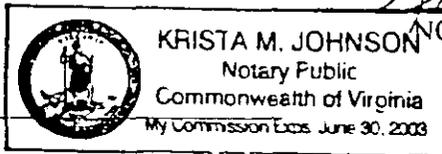
STATE OF VIRGINIA
CITY/COUNTY OF FAIRFAX, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Doris Berger, whose name is signed to the foregoing as Executrix of the Estate of Ruth M. Miller, has this day personally appeared before me and acknowledged the same to be her act and deed.

GIVEN under my hand this 11th day of December, 2000.

Krista M. Johnson
NOTARY PUBLIC

My Commission Expires: _____

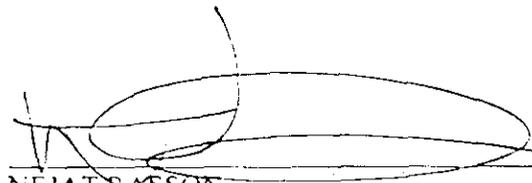


POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that I, Nejat Rasson, of 1229 Somerset Drive, McLean, Virginia, co-owner of Fairfax County Tax Map parcel 55-3-((2))-97, have made, constituted and appointed Christopher D. Collins and Peter T. Jonnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22035, my true and lawful attorneys to execute on my behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-045 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for me and in my name, place, and stead, and as my act and deed, to do and execute, or to concur with persons jointly interested with me therein in the execution of said proffers, in the same manner and with the same effect as I myself might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, I have hereunto subscribed my name this th 12 day of DECEMBER, 2000.


NEJAT RASSON (SEAL)

STATE OF Virginia
CITY/COUNTY OF Saunder to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Nejat Rasson, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be his act and deed.

GIVEN under my hand this 12th day of December, 2000.


NOTARY PUBLIC

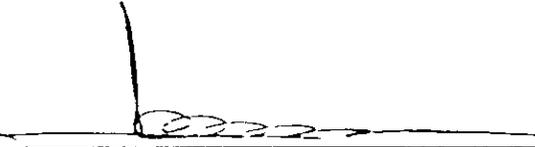
My Commission Expires: 7/31/2003

POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that I, Shahrokh Barmaan, of 16550 Park Lane Drive, Los Angeles, California, co-owner of Fairfax County Tax Map parcel 55-3-((2))-97, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, my true and lawful attorneys to execute on my behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-045 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for me and in my name, place, and stead, and as my act and deed, to do and execute, or to concur with persons jointly interested with me therein in the execution of said proffers, in the same manner and with the same effect as I myself might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 11 day of December, 2000.



SHAHROKH BARMAAN (SEAL)

STATE OF California
CITY/COUNTY OF: Los Angeles to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Shahrokh Barmaan, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be his act and deed.

GIVEN under my hand this 11 day of December, 2000.



NOTARY PUBLIC

My Commission Expires: December
7, 2001

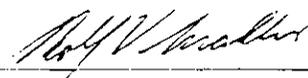


POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that I, Rolf V. Mahler, of 1030 Merrick Road, Baldwin, New York, title owner of Fairfax County Tax Map parcels 55-3-((2))-145 and 146, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22035, my true and lawful attorneys to execute on my behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-043 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for me and in my name, place, and stead, and as my act and deed, to do and execute, or to concur with persons jointly interested with me therein in the execution of said proffers, in the same manner and with the same effect as I myself might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 13th day of Dec, 2000.

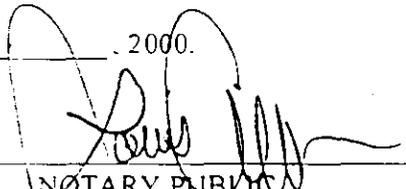


ROLF V. MAHLER (SEAL)

STATE OF NY
CITY/COUNTY OF Nassau, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Rolf V. Mahler, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be his act and deed.

GIVEN under my hand this 13th day of Dec, 2000.



NOTARY PUBLIC

My Commission Expires: _____

LOUIS CANNIZZARO
NOTARY PUBLIC, State of New York
No. 30-4790010
Qualified in Nassau County
Commission Expires March 20, 2001

POWER OF ATTORNEY TO EXECUTE PROFFERS

Initials
WT/MT

Lucille

KNOW ALL MEN BY THESE PRESENTS that we, William B. Turman and ~~Lucille M.~~ M. Turman of 5528 Bradley Road, Centreville, Virginia, title owners of Fairfax County Tax Map parcel 55-3-((2))-147, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, our true and lawful attorneys to execute on our behalf any and all proffers in connection with Fairfax County Application RZ 2000-SLI-043 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for us and in our name, place, and stead, and as our act and deed, to do and execute, or to concur with persons jointly interested with us therein in the execution of said proffers, in the same manner and with the same effect as we ourselves might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 5th day of December, 2000.

William B. Turman (SEAL)
WILLIAM B. TURMAN

Initials
WT/MT

Lucille M. Turman (SEAL)
LUCILLE M. TURMAN
LUCILLE

STATE OF Virginia
CITY/COUNTY OF Fairfax, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that William B. Turman, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be his act and deed.

GIVEN under my hand this 5th day of December, 2000.

[Signature]
NOTARY PUBLIC

My Commission Expires: 9/30/2004

Initials
WJH

STATE OF Virginia
CITY/COUNTY OF Fairfax to wit:

Lucille I. the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that ~~Lucille~~ M. Turman, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be her act and deed.

GIVEN under my hand this 5th day of December, 2000.



NOTARY PUBLIC

My Commission Expires: 9/30/2004

POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that I, Helen L. Doores, of Centreville, Virginia, title owner of Fairfax County Tax Map parcel 55-3-((2))-148, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, my true and lawful attorneys to execute on my behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-043 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for me and in my name, place, and stead, and as my act and deed, to do and execute, or to concur with persons jointly interested with me therein in the execution of said proffers, in the same manner and with the same effect as I myself might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 5 day of Dec., 2000.

Helen L. Doores (SEAL)
HELEN L. DOORES

STATE OF Virginia
CITY/COUNTY OF Fairfax to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Helen L. Doores, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be her act and deed.

GIVEN under my hand this 5 day of Dec, 2000.

[Signature]
NOTARY PUBLIC

My Commission Expires: 5-31-2002

POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that I, Claude H. Nicely, of 2 McCormick Lane, Lexington, Virginia, title owner of Fairfax County Tax Map parcel 55-3-((2))-149, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, my true and lawful attorneys to execute on my behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-043 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for me and in my name, place, and stead, and as my act and deed, to do and execute, or to concur with persons jointly interested with me therein in the execution of said proffers, in the same manner and with the same effect as I myself might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of _____, 2000.

Claude H. Nicely (SEAL)
CLAUDE H. NICELY

STATE OF Virginia
CITY/COUNTY OF Rockville to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Claude H. Nicely, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be his act and deed.

GIVEN under my hand this 6th day of December, 2000.

Edrick S. Enteminger
NOTARY PUBLIC

My Commission Expires: 4-30-03

POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that I, Maxine Lora Faircloth, of Woodbridge, Virginia, title owner of Fairfax County Tax Map parcel 55-3-((2))-154A, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22033, my true and lawful attorneys to execute on my behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-043 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for me and in my name, place, and stead, and as my act and deed, to do and execute, or to concur with persons jointly interested with me therein in the execution of said proffers, in the same manner and with the same effect as I myself might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal, *but this Power of Attorney shall terminate on September 1, 2001.*
IN WITNESS WHEREOF, I have hereunto subscribed my name this 2 day of JANUARY, 2001.

Maxine Lora Faircloth (SEAL)
MAXINE LORA FAIRCLOTH

STATE OF Virginia
CITY/COUNTY OF Fairfax to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Maxine Lora Faircloth, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be her act and deed.

GIVEN under my hand this 4th day of Jan, 2001.

Thomas J. Borgard
NOTARY PUBLIC

My Commission Expires: 073102

POWER OF ATTORNEY TO EXECUTE PROFFERS

KNOW ALL MEN BY THESE PRESENTS that we, Charles Slaney and Mary Jo Slaney of 13418 Shreve Street, Centreville, Virginia, title owners of Fairfax County Tax Map parcel 55-3-((2))-155, have made, constituted and appointed Christopher D. Collins and Peter T. Johnson, or either of them, of Winchester Homes, Inc., 12701 Fair Lakes Circle, Suite 200, Fairfax, Virginia 22035, our true and lawful attorneys to execute on our behalf any and all proffers in connection with Fairfax County Application RZ 2000-SU-045 pursuant to Section 15.2-2303A of the 1950 Code of Virginia, as amended, and for that purpose, for us and in our name, place, and stead, and as our act and deed, to do and execute, or to concur with persons jointly interested with us therein in the execution of said proffers, in the same manner and with the same effect as we ourselves might or could.

KNOW ALL MEN FURTHER that this power of attorney, and the authority herein granted, shall not terminate on disability, incompetence, or incapacity of the principal.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 27th day of December, 2000.

Charles Slaney (SEAL)
CHARLES SLANEY

Mary Jo Slaney (SEAL)
MARY JO SLANEY

STATE OF Virginia
CITY/COUNTY OF Fairfax, to wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Charles Slaney, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be his act and deed.

GIVEN under my hand this 27th day of December, 2000.

Paula L. Wells
NOTARY PUBLIC

My Commission Expires: 8-31-02

STATE OF Virginia
CITY/COUNTY OF Fairfax TO WIT:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Mary Jo Slaney, whose name is signed to the foregoing, has this day personally appeared before me and acknowledged the same to be her act and deed.

GIVEN under my hand this 27th day of December, 2000.

Paula L. Wells
NOTARY PUBLIC

My Commission Expires: 8-31-02