

84-007378

FAIR WOODS

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE TAX	_____
COUNTY TAX	_____
REGISTER FEE	_____
TRANSFER FEE	4600
GRANTOR TAX	_____
CC&B	_____

THIS FAIR WOODS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this 26th day of January, 1984, by Fair Woods Partnership, a Virginia partnership, and Scarborough Corporation, a New Jersey Corporation (a "Builder").

W I T N E S S E T H :

WHEREAS, Scarborough Corporation is the owner of the real property described in Exhibit A of this Declaration and Fair Woods Partnership as "Developer" desires to create thereon the first section of the community of Fair Woods as a Planned Development-Housing, as more specifically defined in the Fairfax County (Virginia) Zoning Ordinance, such community to have a planned mix of land uses, including various housing types, permanent parks, open spaces, and community facilities for the benefit of said community.

WHEREAS, in order to provide for the preservation and enhancement of the property values, amenities, and opportunities in said community contributing to the personal and general health, safety, and welfare of residents and for the maintenance of the land and improvements thereon, Scarborough Corporation will subject the real property described in Exhibit A together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth and the intents and requirements of the

HAZEL, MICHIGAN

County of Fairfax, the Developer has incorporated under the laws of the State of Virginia the FAIR WOODS HOMEOWNERS ASSOCIATION;

NOW, THEREFORE, the Scarborough Corporation and Fair Woods Partnership declare that the real property described in Exhibit A, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title, or interest in the above described real property or any portions thereof, their successors and assigns, and shall inure to the benefit of each Owner thereof.

AND FURTHER, the Developer hereby delegates and assigns to the Fair Woods Homeowners Association the powers of owning, maintaining, and administering the Common Area, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents.

#### ARTICLE I

##### DEFINITIONS

Section 1. "Approval" shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights, or a formal letter stating "no objection."

Section 2. "Assessable Unit" shall mean and refer to any real property within the Properties which is subject to assessments, as provided in Article V.

Section 3. "Association" shall mean and refer to the Fair Woods Homeowners Association, its successors and assigns.

Section 4. "Book of Resolutions" shall mean and refer to the document containing the rules and regulations and policies of the Association as they may from time to time be amended.

Section 5. "Builder" shall mean and refer to a person or entity which acquires a portion of the Properties for the purpose of improving such portion in accordance with the Development Plan for resale to Owners.

Section 6. "Common Area" shall mean and refer to all real property and improvements thereon owned or leased by the Association for the use and enjoyment of the Members.

Section 7. "Declaration" shall mean and refer to the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

Section 8. "Developer" shall mean and refer to Fair Woods Partnership, its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of the Developer, as Developer, shall cease when new Living Unit construction contemplated by the Development Plan is substantially completed or after five years have lapsed since the filing of the last Supplementary Declaration establishing a Neighborhood.

Section 9. "Development Plan" shall mean and refer to the total "Conceptual Development Plan" of intended uses of the Properties as approved by Fairfax County, and as illustrated in Exhibit B hereof, as may be amended from time to time, and as further defined in Article II.3.

Section 10. "Federal Mortgage Agencies" shall mean and refer to those Federal Agencies who have an interest in the Properties, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 11. "First Mortgagee" shall mean and refer to an Institutional Lender who holds the first deed of trust on a Lot or Living Unit and who has notified the Association of his holdings.

Section 12. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplementary Declarations, and the Association Bylaws, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 13. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

Section 14. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, any other

lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured a loan of such a lender, or any combination of any of the foregoing entities.

Section 15. "Lead Lender" shall mean and refer to the First Mortgagee holding the greatest number of first deeds of trust on Lots.

Section 16. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a Single Family.

Section 17. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of Common Area as heretofore defined, and to any condominium unit created under the Condominium Act of Virginia, as such may be amended from time to time.

Section 18. "Members" shall mean and refer to members of the Association which shall consist of all Owners and all Occupants.

Section 19. "Out lot" shall mean and refer to a lot for which a building permit for a residence may not be obtained.

Section 20. "Multi-Family Rental Structure" shall mean and refer to a structure owned by a single entity with two or more Living Units under one roof.

Section 21. "Neighborhood" shall mean and refer to one or more Lots which are subject to the same Supplementary Declaration.

Section 22. "Neighborhood Common Area" shall mean and refer to portions of the Common Area which are designated as Neighborhood

Common Area in the Governing Documents and which are for the primary use and enjoyment of Members residing in such Neighborhood.

Section 23. "Notice" shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient, or (2) notice published at least once a week for two consecutive weeks in a newspaper having general circulation in Fairfax County, or (3) the newsletter of the Association delivered personally or mailed to each Member.

Section 24. "Occupant" shall mean and refer to an occupant of a Living Unit who is the Owner or contract purchaser or lessee or sublessee who holds a written lease having an initial term of at least twelve (12) months.

Section 25. "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one or more persons or entities, including contract sellers; the term shall exclude those having such interest merely as security for the performance of an obligation.

Section 26. "Properties" shall mean and refer to all real property which is hereby subjected to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 27. "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold fifty percent of the outstanding votes of each voting class.

Section 28. "Quorum of Owners" shall mean and refer to the representation by presence or proxy of Members who hold seventy-

five percent of the outstanding Class A votes and the representation by presence or proxy of the Class C member so long as it shall exist.

Section 29. "Registered Notice" shall mean and refer to any Notice which has been signed for by a recipient or has been certified by the U. S. Postal Service or other entity as having been delivered to the address of the intended recipient. Failure by refusal of an intended recipient to acknowledge such Notice shall nevertheless constitute receipt when such refusal is witnessed by two other people.

Section 30. "Single Family" shall mean and refer to a single housekeeping unit which includes not more than three adults who are legally unrelated.

Section 31. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions, and restrictions which may be recorded by the Developer or a Builder, which extends the provisions of this Declaration to a Neighborhood or which contains such complementary provisions for such Neighborhood as are deemed appropriate by the Developer and as are herein required.

Section 32. "Zoning Ordinance" shall mean the provisions pertaining to Planned Development-Housing Communities contained in the Code of the County of Fairfax, Virginia, as amended from time to time and as such shall be applicable to the properties.

## ARTICLE II

## PROPERTY SUBJECT TO THIS DECLARATION

## ADDITIONS THERETO

Section 1. The "Properties." The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Fairfax, State of Virginia and is more particularly described in Exhibit A and represents the first stage of the Planned Development Housing Community known as Fair Woods.

Section 2. Additions to The Properties. Additional properties may become subject to this Declaration in the following manner:

(a) Additions by the Developer and Builders. The Developer and all Builders shall have the right to subject to the Declaration any additional property which lies within the land area represented by the Development Plan as it may be amended from time to time, provided that not more than five (5) years have lapsed since the filing of the last Supplementary Declaration which subjects a Neighborhood to this Declaration. Upon request of the Federal Mortgage Agencies or the Association, the Developer shall provide a statement which shall set forth an estimate of the net additional operating costs expected to result from the annexation and an estimate of the expected increase in user load, if any, upon existing developed recreation facilities.

(b) Other Additions. Additional land, other than that described above, may be annexed to the Properties upon approval of seventy-five percent of the votes of a Quorum of Owners.

The additions authorized under subsection (a) and (b) shall be made by complying with the requirements of the Zoning Ordinance, by securing the Approval of the Federal Mortgage Agencies, by filing of record one or more Supplementary Declarations of covenants and restrictions with respect to the additional property and by filing with the Association the preliminary plat for such additions.

Section 3. The Development Plan

(a) Purpose. The Development Plan, illustrated in Exhibit B, is the dynamic design for the staged development of the Properties as a Planned Development-Housing Community which will be regularly modified and amended as provided herein during the several years required to build the community. Because the Development Plan is a temporary design, it shall not bind the Developer to make any of the additions to the Properties which are shown on the Development Plan or to improve any portion of such lands in accordance with the Development Plan unless and until a Supplementary Declaration is filed by the Developer for such property which subjects it to this Declaration. Thereupon, the Developer shall then be obligated to complete development of such Neighborhood in accordance with the Development Plan currently in effect, unless seventy-five percent (75%) of the votes of a Quorum of Owners, Fairfax County, and the Federal Mortgage Agencies approve said change.

(b) Amendments. The Developer hereby reserves the right to add land or to amend the Development Plan for lands which have not yet been submitted to this Declaration in response to changes in technological, economic, environmental, or social conditions

related to the development or marketing of the Properties or to changes in requirements of government agencies and financial institutions.

Such amendments shall be effected by (1) securing the approval of the Fairfax County Board of Supervisors (2) giving notice of the proposed changes to the Association, and (3) giving notice of the proposed changes to the Federal Mortgage Agencies.

Section 4. Merger. In accordance with its Articles of Incorporation, the property, rights, and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes or, alternatively, the property, rights, and obligations of an association similar in corporate nature and purposes may by operation of law be added to the property, rights, and obligations of the Association as a surviving operation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidations, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Properties except as hereinafter provided. Such merger or consolidation shall have the assent of seventy-five percent of the votes of a Quorum of Owners.

## ARTICLE III

## FAIR WOODS HOMEOWNERS ASSOCIATION

Section 1. Organization.

(a) The Association. The Association is a nonprofit non-stock corporation organized and existing under the laws of Virginia charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents than this Declaration shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

(b) Institutional Plan. As the operating responsibilities of the Association expand from those related to the Properties as originally constituted to those required by the fully developed Community of Fair Woods, this Declaration and the Governing Documents shall guide the controlled and orderly evolution of the Association into a comprehensive community institution with two (2) operating and administrative levels, each with associated membership rights and assessment obligations:

(1) Neighborhood Level refers to the administrative and operational activities construed to be of material benefit primarily to Members within a single Neighborhood. A Neighborhood shall be established by recording a Supplementary Declaration which sets forth its boundaries, purposes, membership constituency and right and obligations of Members which may be unique to such Neighborhood. A Neighborhood Board, consisting of 3 to 7 members, shall be established for each Neighborhood in

accordance with the Bylaws and serve to advise the Board of Trustees on matters pertaining to such Neighborhood.

(2) Community Level refers to the administrative and operational activities construed to be of material benefit to the Members at large without respect to the type or location of Living Unit in which they reside.

(c) Subsidiary Corporations. The Association shall have the right to form one or more subsidiary corporations, for any purpose or purposes deemed appropriate by a majority vote of the Board of Trustees. Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for the operation and maintenance of any specific area or to perform any function within the Properties; however, such subsidiary corporation shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Members.

Section 2. Membership.

(a) Basis. Membership shall be appurtenant to the Lot or Living Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except as provided in the Governing Documents.

(b) Member's Rights and Duties. Each member shall have the rights, duties, and obligations set forth in the Governing Documents.

(c) Voting Rights. The Association shall have three classes of voting membership:

Class A. Class A Members shall be all Owners except the Class C Member. Class A Members shall be entitled to one vote

for each Lot owned, except an Owner of a Lot on which a Multi-Family Rental Structure is constructed shall be entitled to one vote for each occupied Living Unit within such structure.

Class B. Class B Members shall be all occupants of Living Units. Class B Members shall have one vote for the Living Unit they occupy.

Class C. The Class C Member shall be the Developer who shall have 690 votes less the number of Class B votes outstanding at the time a vote is taken.

The Class C membership and the Class C voting rights shall cease upon the earlier of the following events: when the total number of Class B votes equals the total number of Class C votes or on December 31, 1987. Thereafter, the Developer shall have Class A membership rights for each Lot it may own.

(d) Exercise of Vote. The vote for any membership which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

Any person or entity qualifying as a Member of more than one voting class, may exercise those votes to which he is entitled for each such class of membership.

If less than twenty-five percent (25%) of the outstanding Class A and Class B votes are cast in an election for any Neighborhood Board, the Board of Trustees shall have the right to fill by appointment those positions which were the subject of the election. Such Trustees must be Members of the Association but they need not be Neighborhood Members.

Section 3. Board of Trustees.

(a) Composition. The number of Trustees and method of selection shall be as provided in the Bylaws. As long as the Developer has rights hereunder, as Developer, it shall have the right to appoint at least two Trustees and the remainder shall be selected as provided in the Bylaws.

(b) Extent of Power.

(1) The Board of Trustees shall have all powers for the conduct of the affairs of the Association which are enabled by law or the Founding Documents which are not specifically reserved to Members or the Developer by said Documents.

(2) The Board of Trustees shall exercise its powers in accordance with the Governing Documents.

(c) Powers and Duties. Without limiting the generality thereof the Board shall have the power and obligation to perform the following duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer, or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging, or disposal of Common Area and/or improvements shall be subject to the provisions of Article II and Article IV, respectively.

(2) Rule Making. To establish rules and regulations for the use of property as provided in Articles IV and VI and to review, modify, and approve architectural standards adopted by the Architectural Review Board; and

(3) Assessments. To fix, levy, and collect assessments as provided in Article V; and

(4) Easements. To grant and convey easements to the Common Area as may become necessary and as provided in Article VII; and

(5) Employment of Agents. To employ, enter into contracts with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct, and perform the business obligations and duties of the Association; and

(6) Mergers/Consolidations. To participate in mergers and consolidations with other corporations as provided in Article II; and

(7) Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Governing Documents, subject to any appeal which may be filed and is pending.

Section 4. The Architectural Review Board.

(a) Composition. The Architectural Review Board shall consist of three members appointed by the Board of Trustees until the first Neighborhood Board is established.

Thereafter, until the Developer's rights as Developer cease (Article I), the Architectural Review Board shall be composed of:

(1) A New Construction Panel, composed of three members appointed by the Developer; and

(2) A Modification and Change Panel, composed of three members of the Association, appointed by the Board of Trustees.

When the Developer's rights as Developer cease, the Architectural Review Board shall consist of three or more persons who shall be appointed by the Board of Trustees as provided in the Bylaws.

(b) Powers and Duties. The Architectural Review Board shall regulate the external design, appearance, and location of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Board shall:

(1) Review and approve, modify, or disapprove written applications of Owners and of the Association, for improvements or additions to Lots, Living Units, or Common Areas. Notice of any modifications or disapprovals of applications shall be by Registered Notice. In this regard, during the period the Board is composed of the panels described above, the New Construction Panel shall act with respect to initial improvements to the Common Areas and Lots; the Modification and Change Panel shall act with respect to modification and changes to all the Common Area and Lots, including improvements thereon. All applications for modification and change to a Lot which are not in accordance with the original approved plan for such Lot or which do not meet the adopted standards, shall be acted upon with the advice of the

Neighborhood Board for the Neighborhood in which each Lot is located.

(2) In accordance with the Bylaws and Book of Resolutions, monitor Lots for compliance with architectural standards and approved plans for alteration; and

(3) Adopt architectural standards subject to the confirmation of the Board of Trustees; and

(4) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions.

(c) Failure to Act. In the event the Architectural Review Board fails to approve, modify, or disapprove in writing a correctly filed application within forty-five (45) days, approval will be deemed granted. Total or partial disapproval will include the reasons for such disapproval.

(d) Appeal. An applicant may appeal an adverse Board decision to the Board of Trustees, which may reverse or modify such decision.

#### ARTICLE IV

##### COMMON AREA

Section 1. Obligations of the Association. The Association subject to the rights of the Members set forth in this Declaration, shall be responsible for the management and control for the benefit of the Members of the Common Area conveyed to it and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair in compliance with standards contained in the Book of Resolutions.

Section 2. Easement of Enjoyment.

(a) Common Areas. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment to the Common Area.

(b) Neighborhood Common Areas. Subject to the provisions herein, the Owners of Lots within a Neighborhood shall have a priority right and easement of enjoyment in and to the areas designated as Neighborhood Common Areas by the Governing Documents or an amendment thereto, and every Member within such Neighborhood shall have a priority right of enjoyment to the Neighborhood Common Areas.

Section 3. Extent of Members' Easement. The Members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable admission and other fees for the use of the Common Areas;

(b) The rights of the Association to suspend the right of an Owner to use the recreational facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice until such default has been remedied; the right of the Association to suspend the right of a member to use the recreational facilities for a period not to exceed sixty (60) days for any other infraction of the Governing Documents;

(c) The right of the Association to mortgage any or all of the Common Area with the assent of seventy-five percent of the

Class A votes of a Quorum of Owners and the consent of the Class C member so long as the Class C member shall exist. In the event of a default upon any mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored;

(d) The right of the Association to convey, or transfer all or any part of the Common Area, subject to the prior approval of Fairfax County and assent of seventy-five percent of the votes of a Quorum of the Owners;

(e) The right of the Association to license portions of the Common Area to Members on a uniform, non-preferential basis.

(f) The right of the Association to regulate the use of the Common Area for the benefit of Members.

Section 4. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the Book of Resolutions.

Section 5. Title to Common Area. The Developer hereby covenants that areas designated as open space, which the Developer conveys to the Association as Common Area or to a governmental agency as parkland shall be free and clear of liens and financial

encumbrances and shall be in a condition that will allow the Association to begin maintenance without unusual or extraordinary expense at the time of conveyance and shall be completed in accordance with approved plans. The Developer shall convey such areas in each section at the time of subdivision of each section.

#### ARTICLE V

##### COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual and Special Assessments as are established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Assessable Unit.

Section 2. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate

to the lien of any first mortgage or first deed of trust. Sale or transfer of any Assessable Unit shall not affect the assessment lien. However, the sale or transfer of any Assessable Unit pursuant to foreclosure of a first mortgage or first deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Assessable Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Method of Assessment. All assessments shall be levied by the Association against Assessable Units and collected and disbursed by the Association. The Board of Trustees shall fix the amount of the assessments as provided hereinafter and set the dates such assessments shall become due.

Section 4. Annual Assessments shall consist of General and Neighborhood Assessments.

(a) General Assessments.

(1) Purpose. The General Assessment shall be used exclusively to promote the health, safety and welfare of the Members and in particular to improve, maintain, and operate the Common Area and facilities, including funding of appropriate reserves for future repair and replacement.

(2) Basis for Assessment. For General Assessment purposes, there shall be three classes of Assessable Units, all of which shall be assessed at a uniform rate within each class:

(Class I:) All living Units which are or have been occupied by a Single Family shall be assessed at one hundred percent (100%) of the General Assessment rate.

Class II: All other lots submitted to this Declaration shall be assessed at twenty-five percent (25%) of the General Assessment commencing at the time the lots are subjected to the Declaration. In return for this reduced assessment rate the developer agrees to fund all budget deficits.

(3) Maximum. Until the first day of the fiscal year following commencement of assessments, the maximum Annual General Assessment rate shall be \$300.00.

(4) Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent of the maximum for the current fiscal year or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U. S. Labor Department for the Metropolitan Washington area; such increase shall become effective the first day of the next fiscal year.

From and after the first day of the fiscal year immediately following the commencement of assessments, the maximum may be increased above the amount which can be set by the Board with the assent of two-thirds of the votes of the Quorum of Owners.

(b) Neighborhood Assessments.

(1) Purpose. Neighborhood Assessments shall be used for such purposes as are authorized by the Supplementary Declaration for a given Neighborhood.

*2/11/84 - Supplementary Declaration  
1/12/84  
25  
12 +  
378*

(2) Basis. The Supplementary Declaration shall set forth the basis by which all Assessable Units shall be assessed.

(3) Maximum. The Supplementary Declaration shall set forth the maximum annual Neighborhood Assessment and methods by which such maximum may be changed.

(d) Method of Assessment. By a vote of two-thirds of the Trustees, the Board shall fix the Annual General and Neighborhood Assessments at an amount not in excess of the current maximum for each assessment, provided, however, that the Annual Assessments shall be sufficient to meet the obligations imposed by the Declaration and the Supplementary Declarations. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.

(e) Date of Commencement of Annual Assessments. ) The first Annual Assessments provided for herein shall commence as to all Lots within a Neighborhood on the first day of the month following the conveyance of the Common Area contained within the Neighborhood, provided, however, that if there is no Common Area within a specific Neighborhood then the first Annual Assessments as to all Lots within that Neighborhood shall commence on the first day of the month following the recording of the Supplementary Declaration establishing the Neighborhood.

Section 5. Special Assessments.

(a) Capital Improvement Assessment. The Association may levy in any assessment year a Special Assessment against Assessable Units, applicable to that year and payable over not more than the

next three (3) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Class C Member, if any, and of two-thirds of the votes of a Quorum of Owners. Special Assessments for Capital Improvements to Neighborhood Common Areas, which will primarily benefit and be maintained by the Owners of that Neighborhood, require only the approval of two-thirds of the votes of a Quorum of Owners of the affected Neighborhood.

(b) Restoration Assessment. The Association may levy a Restoration Assessment upon any Lot whose Owner fails to maintain such Lot, as provided in Article IV, Section 2, or who fails to provide such maintenance funds as may be required by the Supplementary Declaration for such Lot. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection thereof.

Section 6. Developer Assessment. The Developer shall pay an annual Developer Assessment on the aggregate of all unimproved property shown on the Development Plan which he owns or has contracted to purchase. The annual Developer Assessment shall be an amount equal to one hundred (100) times the annual General Assessment rate for that year, less ten (10) percent of the previous year's accrued General Assessment income; provided, it shall not be less than zero. The amount of the annual Developer Assessment shall be credited against any obligations of the

Developer arising at any time for Class II or Class III Annual Assessments. The Developer Assessment shall commence upon conveyance of the first Lot in the Properties to an Owner who is not the Developer or a Builder and shall be prorated according to the number of whole months remaining in the first year.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency and may (a) declare the entire balance of such Annual or Special Assessment due and payable in full; (b) charge interest from the due date at a percentage rate no greater than the statutory maximum, such rate to be set by the Board for each Assessment period; (c) charge for all costs reasonably incurred in the collection of the assessment; (d) give Registered Notice to the Owner that in the event payment with accrued interest and costs is not paid within thirty (30) days from the date of such notice, then the expressed contractual lien provided for herein shall be foreclosed; (d) upon Registered Notice to the Owner, suspend the right of such Owner to vote or to use the recreational facilities until the assessment, accrued interest, and costs are paid in full.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas; (3) all properties exempted from taxation by the state or

county government upon the terms and to the extent of such legal exemption, provided that no Property utilized for residential purposes shall be exempt; (4) out lots as defined herein.

ARTICLE VI

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or be detrimental to the well-being of Members.

(b) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments and provided that this shall not prohibit the division or combination of condominium units in accordance with law, or the creation of condominiums.

(c) Conditions for Architectural Control. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade, or other work which in any way alters the exterior of any Lot or Common Area or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this Declaration shall be made or done without the prior approval of the Architectural Review Board. No building, residence, or other structure, fence, wall, or landscaping

in lieu thereof, shall be commenced, erected, maintained, improved, altered, made, or done on such property without the prior written approval of the Architectural Review Board.

(d) Rules. From time to time the Board of Trustees shall adopt general rules, including but not limited to rules to regulate potential problems relating to the use of property and the well-being of Members, such as keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, signs, trash and trash containers, maintenance and removal of vegetation on the Properties, and the type and manner of application of fertilizers or other chemical treatments to the Properties in accord with non-point source pollution control standards. Ninety (90) days after conveyance of the first Lot to an Owner, who is not a Builder, such general rules may only be adopted or amended by a two-thirds vote of the Board, following a hearing for which due notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

(e) Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Developer or Builders are engaged in developing or improving any portion of the Properties, such persons shall be exempted from Rules affecting movement, disposition and storage of building

materials and equipment, erection and maintenance or directional and promotional signs and conduct of sales activities, including maintenance of model Living Units. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

Section 2. Maintenance of Property.

(a) Owner Obligation. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management.

(b) Failure to Maintain. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association after Notice to the Owner and approval by two-thirds (2/3) vote of the Board of Trustees, shall have the right to enter upon said Lot to correct drainage and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for herein for non-payment.

Section 3. Resale of Lots.

(a) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration as well as any applicable Supplementary Declaration.

(b) Notification. Further, the Contract Seller of a Lot shall notify the Board of Trustees of the Contract Purchaser and the scheduled date and place conveyance will be accomplished.

(c) Estoppel Certificate. The Board thereupon shall prepare an estoppel certificate which shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether or not there are violations of the Governing Documents remaining on the Lot as of the date of preparation of such certificate. This certificate shall be delivered to the place of closing, and outstanding assessments, if any, and a reasonable charge to cover the cost of providing such certificate shall be deducted from the Seller's account at the closing and transmitted directly to the Association.

## ARTICLE VII

## EASEMENTS

Section 1. Utility Easements. There is hereby created an easement upon, across, over, through and under the Properties for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable, or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or

the providing utility or service company to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior wall of Living Units providing such company restores disturbed areas to the condition in which they were found.

Notwithstanding anything to the contrary contained in this paragraph: (1) no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as approved by the Developer prior to the conveyance of the first Lot in a Neighborhood to an Owner or by the Association thereafter, and (2) it shall not be construed to apply to the relocation, installation, or removal of utility lines within a Living Unit which serve only that unit. This easement shall in no way affect any other recorded easements on the Properties.

Section 2. Developer's Easements to Correct Drainage. For a period of two years from the date of conveyance of each Lot, the Developer reserves an easement and right on, over, and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any grading of the land, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all

affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 3. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Developer or Builders are engaged in developing or improving any portion of the Properties, such persons shall have an easement of ingress, egress, and use over any lands not conveyed to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs and (3) conduct of sales activities, including maintenance of model Living Units. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

Section 4. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot (a) to inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (b) performing such maintenance as is required by the Supplementary Declaration on such Lots, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three days in advance thereof and such inspection is performed during reasonable hours.

Section 5. Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement

officers, fire, and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access.

Section 6. Easement for Landscaping, Signs, and Related Purposes. There shall be and is hereby reserved to the Developer for so long as it retains its rights as Developer, a nonexclusive easement over all Lots and Common Areas for a distance of twenty-five (25) feet behind any Lot line which parallels a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas," lighting, stone, wood, or masonry wall features, and/or related landscaping. Exercise of this easement will be with the consent of the Owner of an Affected Lot, or the Architectural Review Board if the said Owner does not consent.

#### ARTICLE VIII

##### RIGHTS OF INSTITUTIONAL LENDERS AND PUBLIC AGENCIES

Section 1. Consents. The Association shall not, without the prior written consent of the Lead Lender:

(a) amend any provisions of the Declaration or any Supplementary Declaration which relate to the basis for assessments; or

(b) mortgage, partition, subdivide, transfer, or otherwise dispose of any of the Common Area or improvements thereon.

Section 2. Notice and Other Rights. The Association shall maintain a file of all First Mortgagees, with a proper designation of the property in which they have an interest; and shall send a

copy of such list to the Lead Lender at least once every twelve months.

The Association shall provide to all First Mortgagees:

1. If requested, written notification thirty (30) days prior to the effective date of:

(a) any material change in the Declaration, Bylaws, and Articles of Incorporation or;

(b) the mortgage, partition, subdivision, transfer, or other disposition of any of the Common Area or improvements thereon.

2. If requested, written notification of any default in the performance of any obligation under the Governing Documents by the Owner of a Lot which is the security for the indebtedness due the First Mortgagee, which is not cured within sixty (60) days.

3. If requested, written notice of any condemnation or eminent domain proceeding or other proposed acquisition by a condemning authority of a Lot which is the security for the indebtedness due the First Mortgagee.

4. If requested, written notice, with right to attend, of all meetings of the Association.

5. All Institutional Lenders who have an interest in the Properties shall have the right to inspect the books and records of the Association during normal business hours.

6. If requested, the Treasurer shall submit to the First Mortgagees, an annual report of the Association within ninety (90) days following the end of its fiscal year.

7. The Board shall give to the Lead Lender and such other First Mortgagees as may request it, expeditious notice of any civil action or liens lodged against the Association or officers or Trustees regarding their conduct in administering the affairs of the Association.

Section 3. Approvals. As long as the Developer has Class C membership rights, the following actions require the prior approval of the Federal Mortgage Agencies and Fairfax County: annexation of additional properties, dedication of the Common Area, mergers and consolidations, mortgaging of the Common Area and amendment of this Declaration, any Supplementary Declaration or of the Development Plan.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots. A termination must be approved by Fairfax County and be recorded in order to become effective.

Section 2. Amendment. For a period of one (1) year after the recording of this Declaration, the Developer may make any amendment required by the Federal Mortgage Agencies or the County

of Fairfax, Virginia, as a condition of approval of the documents by the execution and recordation of such amendment following Registered Notice to all Owners. After such one (1) year period, or to make any amendment which is not one required by such agencies, any amendment shall be accompanied by a document signed by Owners of not less than ninety percent (90%) of the Lots and evidence of the Approvals required by Article VIII. Any amendment must be recorded in order to become effective.

Section 3. Enforcement. The Association any Member or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Certain Rights of the Developer. For such time as the Developer shall own Lots, its rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions:

There shall be no amendments to the Founding Documents which:

(a) Discriminate or tend to discriminate against its rights as an Owner.

(b) Changes Article I, Definitions, in a manner which alters its rights or status.

(c) Alters its rights under Article II as regards annexation of additional properties.

(d) Alters the character and rights of membership or the rights of the Developer as set forth in Article III.

(e) Alters previously recorded or written agreements with public or quasi-public agencies as regards easements and rights-of-way.

(f) Denies the right to convey Common Areas to the Association so long as such Common Areas lie within the land area represented in the Development Plan.

(g) Alters its rights as set forth in Article VI relating to design controls

(h) Alters the basis for assessments.

~~(i) Alters the provisions of the protective covenants as set forth in Article VI.~~

(j) Alters the number or selection of Trustees as established in the Bylaws.

(k) Alters the Developer's rights as they appear under this Article.

Section 5. Limitations. As long as the Developer has an interest in developing the Properties as defined in Article I, hereof, the Association may not use its financial resources to defray any costs of opposing the development activities so long as they remain consistent with the general intents of the Development Plan. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 6. Severability. Invalidation of any one of those covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then Supplementary Declarations, then the Articles of Incorporation of the Association, then the Bylaws, then the Book of Resolutions; except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 8. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

#### ARTICLE X

##### DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved at a duly held meeting at which a quorum is present upon the vote of more than two-thirds (2/3) of the votes, in person or by proxy, of the Class A and

Class C members. Prior to dissolution of the Association, other than incident to a merger or consolidation, the assets of the Governance shall be offered for dedication to Fairfax County. In the event that such dedication is refused acceptance upon dissolution, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

IN WITNESS WHEREOF, the Developer, Fair Woods Partnership and Scarborough Corporation has caused these presents to be duly executed this 26th day of January, 1984.

FAIR WOODS PARTNERSHIP

By: Batal Builders Incorporated

By: Robert J. Batal  
President

By: SEM Enterprises, Inc.  
General Partner

By: [Signature]  
President

SCARBOROUGH CORPORATION

By: M. J. [Signature]  
Vice President

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the State and County aforesaid, whose commission expires on the 19th day of August, 1985, do hereby certify that Robert J. Batal of Batal Builders, Inc., general partner of Fair Woods Partnership, whose name is signed to the foregoing appeared before me and personally acknowledged the same in my State and County aforesaid.

Given under my hand and seal this 26th day of January, 1984.

*Sarah J. Downs*  
Notary Public

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the state and county aforesaid, whose commission expires on the 19th day of August, 1985, do hereby certify that *Stephen Cunkie* of SCM Enterprises, Inc., general partner of Fair Woods Partnership, whose name is signed to the foregoing appeared before me and personally acknowledged the same in my State and County aforesaid.

Given under my hand and seal this 26th day of January, 1984.

*Sarah J. Downs*  
Notary Public

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the State and County aforesaid, whose commission expires on the 19th day of August, 1985, do hereby certify that M.J. LaRuffa of Scarborough Corporation, whose name is signed to the foregoing, appeared before me and personally acknowledged the same in my State and County aforesaid.

Given under my hand and seal this 26th day of January, 1984.

Larry J. Downs  
Notary Public

EXHIBIT A

to

FAIR WOODS DECLARATION OF COVENANTS AND RESTRICTIONS

Lots 291 through 346 and Parcel C, Section 9, Fair Woods,  
as duly dedicated, platted and recorded in Deed Book  
5892, at Page 215, among the records of Fairfax County,  
Virginia.

RECORDED W/CERTIFICATE ANNEXED

1984 JAN 27 PM 2:53

FAIRFAX COUNTY, VA.  
TESTE: *[Signature]*

\*with -cert attached



land records, are hereby designated as a Neighborhood of Fair Woods Homeowners Association, and shall be known as Willows Gate Neighborhood.

## ARTICLE II

### PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots 291 through 346, inclusive, and Parcel C, Section 9, Fair Woods.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Plan, or land which is contiguous thereto, may be added to this Neighborhood by the Builder or Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record a Supplementary Declaration with respect to such land which designates it as part of the Neighborhood and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to or both sides of an area dedicated to public use.

## ARTICLE III

### NEIGHBORHOOD ASSESSMENTS

Section 1. Purpose. Neighborhood Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the members within the Neighborhood. Such services may include: maintenance and operation of any Neighborhood Common Area as

described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Neighborhood Common Area, providing services to the units, such as trash removal, and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment including those streets constructed on the Neighborhood Common Area.

Section 2. Basis of Assessment. The basis for the Neighborhood Assessment shall be the same as for the General Assessment, as set forth in the Declaration.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following commencement of assessments in the Neighborhood, the maximum annual Neighborhood Assessment shall be \$ 300.00 .

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of two-thirds (2/3) of the votes of a Quorum of Owners who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Neighborhood, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds of the Trustees, the Board shall fix the annual Neighborhood Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Neighborhood.

#### ARTICLE IV

##### PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Neighborhood Common area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

#### ARTICLE V

##### PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible

or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Fairfax County. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(b) Parking of all commercial and recreational vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the Architectural Review Board or in areas designated by the Association for such parking.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned without the written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior

written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material, and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on Fairfax

County approved site plans may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Management. Any agreement for management of the Neighborhood must be terminable by the Association for cause upon thirty (30) days written notice thereof and terminable by either party without cause and without payment of a termination fee upon ninety (90) days written notice thereof. The term of any such agreement may not exceed one year.

Section 16. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a two-thirds (2/3) vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 17. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer or any Builder is engaged in developing or improving any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection

and maintenance of directional and promotional signs, and conducting of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

#### ARTICLE VI

#### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of

such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners.

(b) other than by the act of an Owner, his agents, guests, or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Easement. The Owner of each Lot within the Neighborhood is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for all building and roof overhangs, projections, fireplace walls, gutters, downspouts, and other portions of the first Owner's buildings which extend or project into, onto, or over such adjacent Lots.

When any building or appurtenance extends to or over the lot line of an adjoining Lot, the Owner of said building shall have

the right to enter upon a reasonable portion of such adjoining Lot at reasonable times for the purpose of performing repairs or maintenance of his building. Except as otherwise provided in the Declaration or this Supplementary Declaration, such right of entry shall place no obligation on the entering party to maintain land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

#### ARTICLE VII

#### INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation, and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payment for such Owner, and the cost of such payments

shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII  
RIGHTS OF FIRST MORTGAGEES

Section 1. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the deed of trust, or foreclosure of the deed of trust, or deed or assignment in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the First Mortgagee.

Section 2. Unless all First Mortgagees and three-fourths (3/4) of the Owners in Willow's Gate Neighborhood have given their prior written approval, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, release, encumber, sell, or transfer the Common Area or other property owned by the Association in Willow's Gate Neighborhood. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause,

(b) change the method of determining the assessments,

(c) by act or omission change, waive, or abandon the architectural controls or enforcement thereof established by this Supplementary Declaration,

(d) fail to maintain fire and extended coverage on insurable parts of the Common Area or other Association property situated in Willow's Gate Neighborhood in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs, or

(e) use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement, or reconstruction of such property.

Section 3. A First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area in Willow's Gate Neighborhood, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The First Mortgagee or Mortgagees making such payment shall be owed immediately reimbursement therefor from the Association.

Section 4. The assessments imposed by the Neighborhood shall include an adequate reserve fund for maintenance, repairs, and replacements for those parts of the Common Area which must be replaced on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments.

Section 5. The Association shall be empowered to obtain fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, or agents responsible for handling funds collected and held for the benefit of the Association.

Section 6. The Association shall maintain a comprehensive policy of public liability insurance covering the Common Area

situated in Willow's Gate Neighborhood. Such insurance policy shall contain a severability of interest clause of endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects in construction, location and use.

Section 7. The Association shall cause the immediate repair, reconstruction, or renovation of any damage to the Common Area or Association property located in Willow's Gate Neighborhood unless a decision not to repair, reconstruct, or renovate is approved by all First Mortgagees of Lots in Willow's Gate Neighborhood.

Section 8. In the event that there is a condemnation of the Common Area or other Association property, to the extent practicable, condemnation proceeds shall be used to repair or replace the property taken by condemnation.

Section 9. Should there be excess casualty insurance or condemnation proceeds after the renovation, repair, or reconstruction called for herein, such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot, subject, however, to the priority of a First Mortgagee with regard to the proceeds applicable to the Lot securing said Mortgagee.

#### ARTICLE IX

#### NEIGHBORHOOD COMMON AREA

The following property is hereby designated as Neighborhood Common Area, as defined in Article I, Section 21, of the Declaration,

for the benefit of Willow's Gate Neighborhood: Parcel C,  
Section 9, Fair Woods.

#### ARTICLE X

##### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in Willow's Gate Neighborhood. A termination must be approved by Fairfax County and be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Members, if any, and by the Owners of not less than seventy-five percent (75%) of the Lots in Willow's Gate Neighborhood, provided, however, that the Builder shall not amend or remove this Declaration without the consent of Fair Woods Homeowners Association and an Owner, other than Builder and Association, of at least one Lot in Willow's Gate Neighborhood. Any amendment must be recorded to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Property in Willow's Gate Neighborhood.

Section 3. Enforcement. The Association, any Member within Willow's Gate Neighborhood or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Fair Woods Declaration of Covenants and Restrictions.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Fairfax County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, SCARBOROUGH CORPORATION has caused this Supplementary Declaration of Covenants and Restrictions to be executed.

SCARBOROUGH CORPORATION

By: M.C. [Signature]  
President (Vice)

STATE OF Virginia  
 COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid whose commission expires on the 3 day of July, 1985, do hereby certify that M. J. LaRuffa, whose name as Vice President of SCARBOROUGH CORPORATION, is signed to the foregoing Supplementary Declaration of Covenants and Restrictions bearing date on the 17 day of January, 1984, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 17 day of January, 1984.

Bonnie Magill  
 Notary Public

RECORDED W/CERTIFICATE ANNEXED

1984 JAN 27 PM 2:53

FAIRFAX COUNTY, VA.

TESTE: [Signature]  
 CLERK

BK5949 0598

84-040431

SUPPLEMENTARY DECLARATION OF  
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 15th day of  
May \_\_\_\_\_, 1984, by HALLE ENTERPRISES, INC., hereinafter called  
Builder.

WHEREAS, Builder is the Owner of the real property described  
in this Supplementary Declaration; and

WHEREAS, Builder intends that the property described herein  
become subject to the Fair Woods Declaration of Covenants and  
Restrictions and also become subject to the provisions hereinafter  
set forth;

NOW THEREFORE, Developer hereby declares that all of the  
properties described herein, together with such additions as may  
hereafter be made thereto as provided in Article II, shall be  
held, transferred, sold, conveyed, and occupied subject to the  
covenants, restrictions, easements, charges, and liens set forth  
in the Fair Woods Run Declaration of Covenants and Restrictions,  
dated January 26, 1984, and recorded in Deed Book 5892, at  
page 234, among the land records of Fairfax County, Virginia, and  
subject to the covenants, restrictions, easements, charges, and  
liens set forth hereinafter.

ARTICLE I

NEIGHBORHOOD DESIGNATION

Lots 26 through 103, inclusive, and Parcel H, all in Section  
Two, Fair Woods, as duly dedicated, platted, subdivided, and

STATE TAX \_\_\_\_\_  
COUNTY TAX \_\_\_\_\_  
TRANSFER FEE \_\_\_\_\_  
CLEARANCE \_\_\_\_\_  
COLLECTION FEE \_\_\_\_\_

5327 RP 16 C 01

11/17/84

recorded in Deed book 5949, at page 572, of the aforesaid land records, are hereby designated as a Neighborhood of Fair Woods Subdivision, and shall be known as Halle at Fair Woods Neighborhood.

## ARTICLE II

### PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots 26 through 103, inclusive, and Parcel H, Section Two, Fair Woods.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Plan, or land which is contiguous thereto, may be added to this Neighborhood by the Developer or a builder, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record a Supplementary Declaration with respect to such land which designates it as part of this Neighborhood and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to or both sides of an area dedicated to public use.

## ARTICLE III

### NEIGHBORHOOD ASSESSMENTS

Section 1. Purpose. Neighborhood Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the members within the Neighborhood. Such services may include: maintenance and operation of any Neighborhood Common Area as

described and designated in the Governing Documents, include maintenance of streets or ~~roads~~ constructed on the Neighborhood Common Area, providing services to the units, such as trash removal, and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment including those streets constructed on the Neighborhood Common Area.

Section 2. Basis of Assessment. The basis for the Neighborhood Assessment shall be the same as for the General Assessment, as set forth in the Declaration.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following commencement of assessments in the neighborhood, the maximum annual Neighborhood Assessment shall be \$120.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of two-thirds (2/3) of the votes of a Quorum of Owners who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Neighborhood, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds of the Trustees, the Board shall fix the annual Neighborhood Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Neighborhood.

#### ARTICLE IV

##### PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Neighborhood Common area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

#### ARTICLE V

##### PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible

or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Fairfax County. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(b) Parking of all commercial and recreational vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the Architectural Review Board or in areas designated by the Association for such parking.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned without the written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior

written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material, and design. Any fence or wall built on any of the lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on Fairfax

County approved site plans may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Management. Any agreement for management of the Neighborhood must be terminable by the Association for cause upon thirty (30) days written notice thereof and terminable by either party without cause and without payment of a termination fee upon ninety (90) days written notice thereof. The term of any such agreement may not exceed one year.

Section 16. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a two-thirds (2/3) vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 17. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer or any Builder is engaged in developing or improving any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection,

and maintenance of directional and promotional signs, and conducting of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

## ARTICLE VI

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of

such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners.

(b) other than by the act of an Owner, his agents, guests, or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Easement. The Owner of each Lot within the Neighborhood is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for all building and roof overhangs, projections, fireplace walls, gutters, downspouts, and other portions of the first Owner's buildings which extend or project into, onto, or over such adjacent Lots.

When any building or appurtenance extends to or over the lot line of an adjoining Lot, the Owner of said building shall have

the right to enter upon a reasonable portion of such adjoining Lot at reasonable times for the purpose of performing repairs or maintenance of his building. Except as otherwise provided in the Declaration or this Supplementary Declaration, such right of entry shall place no obligation on the entering party to maintain land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

#### ARTICLE-VII

#### INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payment for such Owner, and the cost of such payments

shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

#### ARTICLE VIII

##### RIGHTS OF FIRST MORTGAGEES

Section 1. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the deed of trust, or foreclosure of the deed of trust, or deed or assignment in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the First Mortgagee.

Section 2. Unless all First Mortgagees and three-fourths (3/4) of the Owners in Halle at Fair Woods Neighborhood have given their prior written approval, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, release, encumber, sell, or transfer the Common Area or other property owned by the Association in Halle at Fair Woods Neighborhood. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause,

(b) change the method of determining the assessments,

(c) by act or omission change, waive, or abandon the architectural controls or enforcement thereof established by this Supplementary Declaration,

(d) fail to maintain fire and extended coverage on insurable parts of the Common Area or other Association property situated in Halle at Fair Woods Neighborhood in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs, or

(e) use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement, or reconstruction of such property.

Section 3. A First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area in Halle at Fair Woods Neighborhood, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The First Mortgagee or Mortgagees making such payment shall be owed immediately reimbursement therefor from the Association.

Section 4. The assessments imposed by the Neighborhood shall include an adequate reserve fund for maintenance, repairs, and replacements for those parts of the Common Area which must be replaced on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments.

Section 5. The Association shall be empowered to obtain fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, or agents responsible for handling funds collected and held for the benefit of the Association.

Section 6. The Association shall maintain a comprehensive policy of public liability insurance covering the Common Area

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situated in Halle at Fair Woods Neighborhood. Such insurance policy shall contain a severability of interest clause of endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects in construction, location, and use.

Section 7. The Association shall cause the immediate repair, reconstruction, or renovation of any damage to the Common Area or Association property located in Halle at Fair Woods Neighborhood unless a decision not to repair, reconstruct, or renovate is approved by all First Mortgagees of Lots in Halle at Fair Woods Neighborhood.

Section 8. In the event that there is a condemnation of the Common Area or other Association property, to the extent practicable, condemnation proceeds shall be used to repair or replace the property taken by condemnation.

Section 9. Should there be excess casualty insurance or condemnation proceeds after the renovation, repair, or reconstruction called for herein, such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot, subject, however, to the priority of a First Mortgagee with regard to the proceeds applicable to the Lot securing said Mortgagee.

## ARTICLE IX

## NEIGHBORHOOD COMMON AREA

The following property is hereby designated as Neighborhood Common Area, as defined in Article I, Section 21, of the Declaration, for the benefit of Halle at Fair Woods Neighborhood: Parcel H, Section Two, Fair Woods.

## ARTICLE X

## GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in Halle at Fair Woods Neighborhood. A termination must be approved by Fairfax County and be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Members, if any, and by the Owners of not less than seventy-five percent (75%) of the Lots in Halle at Fair Woods Neighborhood, provided, however, that the Builder shall not amend or remove this Declaration without the consent of Fair Woods Homeowners Association and an Owner, other than Builder and Association, of at least one Lot in Halle at Fair Woods Neighborhood. Any amendment must be recorded to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Property in Halle at Fair Woods Neighborhood.

Section 3. Enforcement. The Association, any Member within Halle at Fair Woods Neighborhood or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Fair Woods Declaration of Covenants and Restrictions.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Fairfax County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

BK5949 0614

IN WITNESS WHEREOF, HALLE ENTERPRISES, INC., has caused this Supplementary Declaration of Covenants and Restrictions to be executed.

HALLE ENTERPRISES, INC.

By: Warren E Halle  
President

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the state and county aforesaid, whose commission expires on the 9th day of June, 1985, do hereby certify that Warren E. Halle, whose name as President of HALLE ENTERPRISES, INC., is signed to the foregoing Supplementary Declaration of Covenants and Restrictions bearing date on the 15th day of May, 1984, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 15th day of May, 1984.

Patricia A. Ames  
Notary Public

Commissioned as Patricia A. Ames

RECORDED & INDEXED

1984 MAY 15 PM 1:51

FAIRFAX COUNTY, VA.  
TESTE: Do

THIS DEED OF SUBDIVISION AND EASEMENT is made this 16<sup>th</sup> day of February, 1984, by and between BATAL BUILDERS, INC., a Virginia corporation, party of the first part; COMMONWEALTH ABSTRACT CORPORATION, Trustee, party of the second part; FIRST AMERICAN BANK OF VIRGINIA, Beneficiary, party of the third part; THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, party of the fourth part; and THE FAIRFAX COUNTY WATER AUTHORITY, a body corporate and politic, party of the fifth part.

W I T N E S S E T H :

WHEREAS, the party of the first part is the sole owner and proprietor of the hereinafter-described property situate in Fairfax County, Virginia, having acquired said property by a Deed recorded in Deed Book 5887, at page 1784, among the land records of Fairfax County, Virginia; and

WHEREAS, it is the desire and intent of the party of the first part to subdivide the hereinafter-described property into lots and a parcel; and

WHEREAS, it is the desire and intent of the party of the first part to grant and convey unto The Board of Supervisors of Fairfax County, Virginia, party of the fourth part, and unto The Fairfax County Water Authority, party of the fifth part, the utility easements in the locations as shown on the plat attached hereto and as hereinafter provided; and

WHEREAS, the hereinafter described property is subject to the lien of a certain Deed of Trust dated October 24, 1983,

HAZEL, BUCHHEIM AND HANF

DEED RECORDING CONTROL NUMBER

5327 RP 13 5 01

DEED RECORDING CONTROL NUMBER

STATE TAX 15

COUNTY TAX 3

TRANSFER FEE 27.00

CLERK'S FEE 27.00

GRANTOR TAX \_\_\_\_\_

COMS. \_\_\_\_\_

and recorded in Deed Book 5851, at page 924, of the aforesaid land records, wherein said property was conveyed unto Commonwealth Abstract Corporation, Trustee, party of the second part, in trust, to secure a certain indebtedness unto the party of the third part, as more specifically set forth therein.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part, together with the party of the second part, authorized to act by the party of the third part, as evidenced by its signature hereto, does hereby subdivide the hereinafter described property, containing 3.28782 acres, into lots and a parcel, to be known as Lots One (1) through Twenty-Five (25), inclusive, and G-3, G-8, G-13, G-14, G-15, G-20, G-21, G-23, and G-24, and Parcel K, Section One (1), FAIR WOODS, in accordance with the attached plat dated June, 1983, prepared by Dewberry and Davis of Fairfax, Virginia, certified land surveyors, which is attached hereto as Exhibit A and made a part of this Deed of Subdivision and Easement; and

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part does hereby grant and convey unto The Board of Supervisors of Fairfax County, Virginia, party of the fourth part ("County"), the easements as hereafter set forth in the respective locations shown on Exhibit A and incorporated herein by reference, as follows:

A. An easement for ingress and egress, for construction and maintenance of utilities, for County and other emergency vehicles, and for the purpose of performing any and all functions, governmental or proprietary, which the County may find necessary or desirable to perform, including but not limited to police and fire protection, over and across all private streets as shown on Exhibit A.

B. A sidewalk, construction, and maintenance easement through and across the property of the party of the first part, said easement being more particularly bounded and described on Exhibit A.

C. Easements and rights-of-way for the purpose of constructing, operating, maintaining, adding to, or altering present or future storm drainage and sanitary sewer lines, or other drainage structures, including house connection lines, plus necessary inlet structures, manholes, and appurtenances for the collection of storm waters and sanitary sewage and its transmission through and across the said property of the party of the first part, said easements being more particularly bounded and described on Exhibit A; subject to the following conditions:

1. All sewers, manholes, inlet structures, and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of said easements and rights-of-way for the purposes

named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way, including the right of access to and from the rights-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said easements; provided, however, that the County, at its own expense, shall restore, as nearly as possible, the premises to their original condition. Such restoration, shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees, or other facilities located within the easements.

4. The party of the first part reserves the right to construct and maintain roadways over said easements and to make any use of the easements herein granted which may not be

inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided, however, that the party of the first part shall not erect any building or other structure, excepting a fence, on the easements without obtaining the prior written approval of the County.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part does hereby grant and convey unto The Fairfax County Water Authority, party of the fifth part ("Authority"), its successors and assigns, easements and rights-of-way for the purpose of constructing, operating, maintaining, adding to, or altering present or future water mains, including fire hydrants, valves, meters, building service connections, and other appurtenant facilities for the transmission and distribution of water through, upon, and across the property of the party of the first part, said easement being more particularly bounded and described on Exhibit A; subject to the following conditions:

1. All water mains and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the Authority, its successors and assigns.
2. The Authority and its agents shall have full and free use of said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably

necessary to the exercise of the easements and rights-of-way including the right of access to and from the rights-of-way and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such adjoining land.

3. The Authority shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said water mains and appurtenant facilities; provided, however, that the Authority at its own expense shall restore as nearly as possible, to their original condition, all land or premises included within or adjoining said easements which are disturbed in any manner by the construction, operation, and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees, and other facilities located within the easements.

4. The party of the first part reserves the right to construct and maintain roadways over said easements and to make use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the Authority for the purposes named; provided, however, that the party of the first part shall not erect any building or other structure, except a fence, on the easements without obtaining the prior written approval of the Authority.

THIS DEED FURTHER WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the second part, authorized to act by the party of the third part, as evidenced by its signature hereto, does hereby release and discharge from the lien of the Deed of Trust recorded as aforesaid in Deed Book 5851, at page 924, the easements as shown on Exhibit A hereto and Parcel K, Section One, Fair Woods.

TO HAVE AND TO HOLD SAID property unto the party of the first part, its successors and assigns, fully released and discharged from the liens and operations of the aforesaid Deed of Trust.

It is expressly understood that the release of the portion of real estate hereinabove described from the lien of the Deed of Trust recorded in Deed Book 5851, at page 924, shall not affect in any wise the lien of the said Deed of Trust upon the other land conveyed thereby and not released hereby, and the

said Deed of Trust shall remain in full force and effect as to the land conveyed thereby and not released hereby.

This Deed of Subdivision and Easement is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of Fairfax County, Virginia, as shown by the signatures affixed to the plat attached hereto, and is with the free consent and in accordance with the desire of the party of the first part, sole owner and proprietor of the land embraced within the bounds of said subdivision, and the parties of the second part, Trustees, as aforesaid.

IN WITNESS WHEREOF, Batal Builders, Inc., has caused this Deed of Subdivision and Easement to be signed by its duly authorized officer;

FURTHER WITNESS the following signatures and seals.

BATAL BUILDERS, INC.

By: Robert J. Batal

COMMONWEALTH ABSTRACT CORPORATION,  
Trustee

By: James M. [Signature] (SEAL)

FIRST AMERICAN BANK OF VIRGINIA,  
Beneficiary

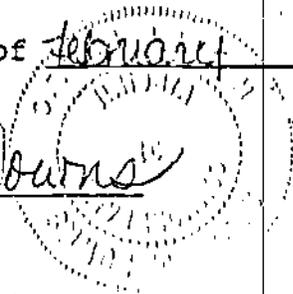
By: Robert H. [Signature] (SEAL)  
VICE PRESIDENT

STATE OF VIRGINIA, at large  
COUNTY OF Fairfax, to-wit:

I, the undersigned Notary Public, in and for the state and county aforesaid, whose commission expires on the 19th day of August, 1985, do hereby certify that Robert J. Pata of BATAL BUILDERS, INC., whose name is signed to the foregoing Deed of Subdivision and Easement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 16th day of February, 1984.

Sarah J. Downs  
Notary Public



STATE OF VIRGINIA at large  
COUNTY OF Wilmington, to-wit:

I, the undersigned Notary Public, in and for the state and county aforesaid, whose commission expires on the 4th day of January, 1987, do hereby certify that James W. Summers of COMMONWEALTH ABSTRACT CORPORATION, TRUSTEE, whose name is signed to the foregoing Deed of Subdivision and Easement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 23rd day of February, 1984.

Walter M. Shuman  
Notary Public

STATE OF VIRGINIA  
COUNTY OF Fairfax, to-wit:

I, the undersigned Notary Public, in and for the state and county aforesaid, whose commission expires on the 11 day of December, 1987, do hereby certify that Robert H. Einhorn of FIRST AMERICAN BANK OF VIRGINIA, BENEFICIARY, whose name is signed to the foregoing Deed of Subdivision and Easement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 17 day of February, 1984.

Lora L. Jones  
Notary Public

RECORDED W/CERTIFICATE ANNEXED

1984 MAR -1 PH12:56

FAIRFAX COUNTY, VA.  
TESTE: [Signature]

with plat attac

84-020273

BK5910 1847

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 12<sup>th</sup> day of March, 1984, by BATAL BUILDERS, INC., hereinafter called Builder.

WHEREAS, Builder is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Builder intends that the property described herein become subject to the Fair Woods Declaration of Covenants and Restrictions and also become subject to the provisions hereinafter set forth;

NOW THEREFORE, Builder hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the FAIR WOODS DECLARATION OF COVENANTS AND RESTRICTIONS, dated January 26, 1984, and recorded in Deed Book 5892, page 234, of the land records of Fairfax County, Virginia, and to the Supplementary Declaration of Covenants and Restrictions recorded in Deed Book 5905, at page 1450, of the aforesaid land records.

NEIGHBORHOOD DESIGNATION

Lot 104 through 125, inclusive, G-106, G-110, G-115, G-118, G-121, G-122, and G-123, and Parcel L, all of Section 3, Fair Woods, as duly dedicated, platted, subdivided, and recorded in Deed Book 5910, at page 1826, of the aforesaid land records,

STATE TAX	_____
COUNTY TAX	_____
TRANSFER FEE	_____
GRANTOR'S FEE	<u>10.00</u>
GRANTOR TAX	_____
CONS	_____

5327 RP 14 H 01

BK5910 1848

are hereby assigned to Deerfield Neighborhood of Fair Woods Homeowners Association.

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots 104 through 125, inclusive, G-106, G-107, G-110, G-115, G-118, G-121, G-122, and G-123 and Parcel L, Section 3, Fair Woods.

OUTLOTS

Lots G-106, G-107, G-110, G-115, G-118, G-121, G-122, and G-123, Section 3, Fair Woods are hereby designated as "Outlots" as that term is defined in Article 1, Section 19, of the Fair Woods Declaration of Covenants and Restrictions.

NEIGHBORHOOD COMMON AREA

The following property is hereby designated as Neighborhood Common Area, as defined by Article 1, Section 5, of the Declaration, for the benefit of Deerfield Neighborhood: Parcel L, Section 3, Fair Woods.

IN WITNESS WHEREOF, BATAL BUILDERS, INC., has caused this Supplementary Declaration of Covenants and Restrictions to be executed.

BATAL BUILDERS, INC.

By: Robert J. Batal (SEAL)  
President

84-016702

BK5905 1450

*Parking - P. 4  
Article IV  
P. 1455*

SUPPLEMENTARY DECLARATION OF  
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 16<sup>th</sup> day of February, 1984, by BATAL BUILDERS, INC., a Virginia corporation, hereinafter called Builder.

WHEREAS, Builder is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Builder intends that the property described herein become subject to the Fair Woods Declaration of Covenants and Restrictions and also become subject to the provisions hereinafter set forth.

NOW THEREFORE, Builder hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Fair Woods Declaration of Covenants and Restrictions, dated January 26, 1984, and recorded in Deed Book 5892, at page 234, among the land records of Fairfax County, Virginia, and subject to the covenants, restrictions, easements, charges, and liens set forth hereinafter.

HAZEL BROWN & SONS

24.00 STATE TAX \_\_\_\_\_  
COUNTY TAX \_\_\_\_\_  
TRANSFER FEE \_\_\_\_\_  
CLERK'S FEE 24.00  
SALES TAX \_\_\_\_\_  
COMES \_\_\_\_\_

ARTICLE I

NEIGHBORHOOD DESIGNATION

Lots 1 through 25, inclusive, G-3, G-8, G-13, G-14, G-15, G-20, G-21, G-23, and G-24, and Parcel K, all in Section 1, Fair Woods, as duly dedicated, platted, subdivided, and recorded in Deed Book 5905, at page 1429, of the aforesaid land records, are

hereby designated as a Neighborhood of Fair Woods Homeowners Association, and shall be known as Deerfield Neighborhood.

## ARTICLE II

### PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots 1 through 25, inclusive, G-3, G-8, G-13, G-14, G-15, G-20, G-21, G-23, and G-24, and Parcel K, Section 1, Fair Woods.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Plan, or land which is contiguous thereto, may be added to this Neighborhood by the Builder or Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record a Supplementary Declaration with respect to such land which designates it as part of the Neighborhood and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to or both sides of an area dedicated to public use.

## ARTICLE III

### NEIGHBORHOOD ASSESSMENTS

Section 1. Purpose. Neighborhood Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the members within the Neighborhood. Such services may include: maintenance and operation of any Neighborhood Common Area as described and designated in the Governing Documents, including

maintenance of streets or roads constructed on the Neighborhood Common Area, providing services to the units, such as trash removal, and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment including those streets constructed on the Neighborhood Common Area.

Section 2. Basis of Assessment. The basis for the Neighborhood Assessment shall be the same as for the General Assessment, as set forth in the Declaration.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following commencement of assessments in the Neighborhood, the maximum annual Neighborhood Assessment shall be \$120.00. 10/100

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of two-thirds (2/3) of the votes of a Quorum of Owners who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Neighborhood, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds of the Trustees, the Board shall fix the annual Neighborhood Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Neighborhood.

#### ARTICLE IV

##### PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Neighborhood Common area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

#### ARTICLE V

##### PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible

or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Fairfax County. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(b) Parking of all commercial and recreational vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in the garages or screened enclosures approved by the Architectural Review Board or in areas designated by the Association for such parking.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned without the written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior

written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material, and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on Fairfax

County approved site plans may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Management. Any agreement for management of the Neighborhood must be terminable by the Association for cause upon thirty (30) days written notice thereof and terminable by either party without cause and without payment of a termination fee upon ninety (90) days written notice thereof. The term of any such agreement may not exceed one year.

Section 16. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a two-thirds (2/3) vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 17. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer or any Builder is engaged in developing or improving any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection

and maintenance of directional and promotional signs, and conducting of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

## ARTICLE VI

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes and garages upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) Through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of

such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners.

(b) Other than by the act of an Owner, his agents, guests, or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Easement. The Owner of each Lot within the Neighborhood is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for all building and roof overhangs, projections, fireplace walls, gutters, downspouts, and other portions of the first Owner's buildings which extend or project into, onto, or over such adjacent Lots.

When any building or appurtenance extends to or over the lot line of an adjoining Lot, the Owner of said building shall have

the right to enter upon a reasonable portion of such adjoining Lot at reasonable times for the purpose of performing repairs or maintenance of his building. Except as otherwise provided in the Declaration or this Supplementary Declaration, such right of entry shall place no obligation on the entering party to maintain land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

#### ARTICLE VII

##### INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure there are sufficient funds available to an Owner to restore his Living Unit or garage in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit or garage is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation, and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payment for such Owner, and the cost of such payments

shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

#### ARTICLE VIII

##### OUTLOTS

Section 1. Designation. Lots G-3, G-8, G-13, G-14, G-15, G-20, G-21, G-23, and G-24, Section 1, Fair Woods, are hereby designated as "Outlots" as that term is defined in Article I, Section 21, of the Fair Woods Declaration of Covenants and Restrictions.

Section 2. Governing Documents. All provisions of the Governing Documents and of this Supplementary Declaration referring to Lots shall apply to Outlots, except that:

(a) Owners of Outlots shall not be entitled to any additional votes for Outlots owned; and

(b) Outlots shall be exempted from the assessments, changes, and liens created in the Declaration and in Article III of this Supplementary Declaration.

##### Section 3. Restrictions.

(a) All Outlots shall be used, improved and devoted exclusively as garages for motor vehicles and for the storage of personal property. Outlots are not designated for residential use and shall not be used, improved, or devoted to residential use.

(b) Outlots shall be appurtenant to the Lots with which they are originally conveyed, and shall not be sold, conveyed,

transferred, leased, or assigned in any way except as an appurtenance to and in connection with the sale, conveyance, transfer, lease, or assignment of the Lot with which such Outlot was originally conveyed.

#### ARTICLE IX

##### RIGHTS OF FIRST MORTGAGEES

Section 1. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the deed of trust, or foreclosure of the deed of trust, or deed or assignment in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the First Mortgagee.

Section 2. Unless all First Mortgagees and three-fourths (3/4) of the Owners in Deerfield Neighborhood have given their prior written approval, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, release, encumber, sell, or transfer the Common Area or other property owned by the Association in Deerfield Neighborhood. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the assessments;

(c) by act or omission change, waive, or abandon the architectural controls or enforcement thereof established by this Supplementary Declaration;

(d) fail to maintain fire and extended coverage on insurable parts of the Common Area or other Association property situated in Deerfield Neighborhood in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs; or

(e) use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement, or reconstruction of such property.

Section 3. A First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area in Deerfield Neighborhood, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The First Mortgagee or Mortgagees making such payment shall be owed immediately reimbursement therefor from the Association.

Section 4. The assessments imposed by the Neighborhood shall include an adequate reserve fund for maintenance, repairs, and replacements for those parts of the Common Area which must be replaced on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments.

Section 5. The Association shall be empowered to obtain fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, or agents responsible for handling funds collected and held for the benefit of the Association.

Section 6. The Association shall maintain a comprehensive policy of public liability insurance covering the Common Area

situated in Deerfield Neighborhood. Such insurance policy shall contain a severability of interest clause of endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects in construction, location and use.

Section 7. The Association shall cause the immediate repair, reconstruction, or renovation of any damage to the Common Area or Association property located in Deerfield Neighborhood unless a decision not to repair, reconstruct, or renovate is approved by all First Mortgagees of Lots in Deerfield Neighborhood.

Section 8. In the event that there is a condemnation of the Common Area or other Association property, to the extent practicable, condemnation proceeds shall be used to repair or replace the property taken by condemnation.

Section 9. Should there be excess casualty insurance or condemnation proceeds after the renovation, repair, or reconstruction called for herein, such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot, subject, however, to the priority of a First Mortgagee with regard to the proceeds applicable to the Lot securing said Mortgagee.

## ARTICLE X

## NEIGHBORHOOD COMMON AREA

The following property is hereby designated as Neighborhood Common Area, as defined in Article I, Section 22, of the Declaration, for the benefit of Deerfield Neighborhood: Parcel K, Section 1, Fair Woods.

## ARTICLE XI

## GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in Deerfield Neighborhood. A termination must be approved by Fairfax County and be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Members, if any, and by the Owners of not less than seventy-five percent (75%) of the Lots in Deerfield Neighborhood, provided, however, that the Builder shall not amend or remove this Declaration without the consent of Fair Woods Homeowners Association and an Owner, other than Builder and Association, of at least one Lot in Deerfield Neighborhood. Any amendment must be recorded to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Property in Deerfield Neighborhood.

Section 3. Enforcement. The Association, any Member within Deerfield Neighborhood or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Fair Woods Declaration of Covenants and Restrictions.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Fairfax County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, BATAL BUILDERS, INC., has caused this Supplementary Declaration of Covenants and Restrictions to be executed.

BATAL BUILDERS, INC.

By: Robert J. Batal  
President

STATE OF Virginia  
COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the state and county aforesaid whose commission expires on the 19<sup>th</sup> day of August, 1985, do hereby certify that Robert J. Batal whose name as President of BATAL BUILDERS, INC., is signed to the foregoing Supplementary Declaration of Covenants and Restrictions bearing date on the 16<sup>th</sup> day of February, 1984, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 16<sup>th</sup> day of February, 1984.

Laurie J. Downs  
Notary Public

RECORDED W/CERTIFICATE ANNEXED

1984 MAR -1 PH 12:56

FAIRFAX COUNTY, VA.  
TESTE: [Signature]  
CLERK

BK5951 0916

84-041795

SUPPLEMENTARY DECLARATION OF  
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 23<sup>rd</sup> day of April, 1984, by NVLAND, INC., a Virginia corporation, hereinafter called Builder.

WHEREAS, Builder is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Builder intends that the property described herein become subject to the Fair Woods Declaration of Covenants and Restrictions and also become subject to the provisions hereinafter set forth.

NOW THEREFORE, Builder hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Fair Woods Declaration of Covenants and Restrictions, dated January 26, 1984, and recorded in Deed Book 5892, at page 234, among the land records of Fairfax County, Virginia, and subject to the covenants, restrictions, easements, charges, and liens set forth hereinafter.

ARTICLE I

NEIGHBORHOOD DESIGNATION

Lots 253 through 290, inclusive, and Parcel A, all in Section 8, Fair Woods, as duly dedicated, platted, subdivided, and recorded in Deed Book 5951, at page 894, of the aforesaid

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land records, are hereby designated as a Neighborhood of Fair Woods Homeowners Association, and shall be known as Waythorn Neighborhood.

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots 253 through 290, inclusive, and Parcel A, Section 8, Fair Woods.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Plan, or land which is contiguous thereto, may be added to this Neighborhood by a Builder or Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record a Supplementary Declaration with respect to such land which designates it as part of the Neighborhood and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to or both sides of an area dedicated to public use.

ARTICLE III

NEIGHBORHOOD ASSESSMENTS

Section 1. Purpose. Neighborhood Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the members within the Neighborhood. Such services may include: maintenance and operation of any Neighborhood Common Area as described and designated in the Governing Documents, including

maintenance of streets, roads, parking areas, or sidewalks, constructed on the Neighborhood Common Area, providing services to the units, such as trash removal, and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment including those streets, roads, parking areas, or sidewalks constructed on the Neighborhood Common Area.

Section 2. Basis of Assessment. The basis for the Neighborhood Assessment shall be the same as for the General Assessment, as set forth in the Declaration.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following commencement of assessments in the Neighborhood, the maximum annual Neighborhood Assessment shall be \$120.00.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of two-thirds (2/3) of the votes of a Quorum of Owners who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Neighborhood, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds of the Trustees, the Board shall fix the annual Neighborhood Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Neighborhood.

#### ARTICLE IV

##### PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Neighborhood Common area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

#### ARTICLE V

##### PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible

or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Fairfax County. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(b) Parking of all commercial and recreational vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the Architectural Review Board or in areas designated by the Association for such parking.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned without the written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior

written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material, and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on Fairfax

County approved site plans may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Management. Any agreement for management of the Neighborhood must be terminable by the Association for cause upon thirty (30) days written notice thereof and terminable by either party without cause and without payment of a termination fee upon ninety (90) days written notice thereof. The term of any such agreement may not exceed one year.

Section 16. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a two-thirds (2/3) vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 17. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer or any Builder is engaged in developing or improving any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection

and maintenance of directional and promotional signs, and conducting of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

#### ARTICLE VI

#### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of

such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners.

(b) other than by the act of an Owner, his agents, guests, or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Easement. The Owner of each Lot within the Neighborhood is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for all building and roof overhangs, projections, fireplace walls, gutters, downspouts, and other portions of the first Owner's buildings which extend or project into, onto, or over such adjacent Lots.

When any building or appurtenance extends to or over the lot line of an adjoining Lot, the Owner of said building shall have

the right to enter upon a reasonable portion of such adjoining Lot at reasonable times for the purpose of performing repairs or maintenance of his building. Except as otherwise provided in the Declaration or this Supplementary Declaration, such right of entry shall place no obligation on the entering party to maintain land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

#### ARTICLE VII

#### INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation, and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payment for such Owner, and the cost of such payments

shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

#### ARTICLE VIII

##### RIGHTS OF FIRST MORTGAGEES

Section 1. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the deed of trust, or foreclosure of the deed of trust, or deed or assignment in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the First Mortgagee.

Section 2. Unless all First Mortgagees and three-fourths (3/4) of the Owners in Waythorn Neighborhood have given their prior written approval, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, release, encumber, sell, or transfer the Common Area or other property owned by the Association in Waythorn Neighborhood. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause,

(b) change the method of determining the assessments,

(c) by act or omission change, waive, or abandon the architectural controls or enforcement thereof established by this Supplementary Declaration,

(d) fail to maintain fire and extended coverage on insurable parts of the Common Area or other Association property situated in Waythorn Neighborhood in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs, or

(e) use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement, or reconstruction of such property.

Section 3. A First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area in Waythorn Neighborhood, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The First Mortgagee or Mortgagees making such payment shall be owed immediately reimbursement therefor from the Association.

Section 4. The assessments imposed by the Neighborhood shall include an adequate reserve fund for maintenance, repairs, and replacements for those parts of the Common Area which must be replaced on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments.

Section 5. The Association shall be empowered to obtain fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, or agents responsible for handling funds collected and held for the benefit of the Association.

Section 6. The Association shall maintain a comprehensive policy of public liability insurance covering the Common Area

situated in Waythorn Neighborhood. Such insurance policy shall contain a severability of interest clause of endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects in construction, location, and use.

Section 7. The Association shall cause the immediate repair, reconstruction, or renovation of any damage to the Common Area or Association property located in Waythorn Neighborhood unless a decision not to repair, reconstruct, or renovate is approved by all First Mortgagees of Lots in Waythorn Neighborhood.

Section 8. In the event that there is a condemnation of the Common Area or other Association property, to the extent practicable, condemnation proceeds shall be used to repair or replace the property taken by condemnation.

Section 9. Should there be excess casualty insurance or condemnation proceeds after the renovation, repair, or reconstruction called for herein, such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot, subject, however, to the priority of a First Mortgagee with regard to the proceeds applicable to the Lot securing said Mortgagee.

#### ARTICLE IX

##### NEIGHBORHOOD COMMON AREA

The following property is hereby designated as Neighborhood Common Area, as defined in Article I, Section 21, of the Declaration,

for the benefit of Waythorn Neighborhood: Parcel A, Section 8, Fair Woods.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in Waythorn Neighborhood. A termination must be approved by Fairfax County and be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Members, if any, and by the Owners of not less than seventy-five percent (75%) of the Lots in Waythorn Neighborhood, provided, however, that the Builder shall not amend or remove this Declaration without the consent of Fair Woods Homeowners Association and an Owner, other than Builder and Association, of at least one Lot in Waythorn Neighborhood. Any amendment must be recorded to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Property in Waythorn Neighborhood.

Section 3. Enforcement. The Association, any Member within Waythorn Neighborhood or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

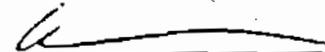
Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Fair Woods Declaration of Covenants and Restrictions.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Fairfax County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, NVLAND, INC., has caused this Supplementary Declaration of Covenants and Restrictions to be executed.

NVLAND, INC.

By:   
President

STATE OF Virginia  
COUNTY OF FAIRFAX, to wit:

I, the undersigned, a notary public in and for the state and county aforesaid whose commission expires on the 26<sup>th</sup> day of June, 1987, do hereby certify that William A. Moore, whose name as President of NVLAND, INC., is signed to the foregoing Supplementary Declaration of Covenants and Restrictions bearing date on the 23<sup>rd</sup> day of April, 1984, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 20<sup>th</sup> day of April, 1984.

Delores B. Daugherty  
Notary Public

RECORDED W/CERTIFICATE ANNEXE

1984 MAY 18 AM 11:43

FAIRFAX COUNTY, VA.  
TESTE: H. [Signature]  
CLERK

84-117855

W6072 W0617

STATE TAX \_\_\_\_\_  
 COUNTY TAX \_\_\_\_\_  
 TRANSFER FEE 23.00  
 CLERK'S FEE \_\_\_\_\_  
 GVA. TAX \_\_\_\_\_  
 CONS. \_\_\_\_\_

SUPPLEMENTARY DECLARATION OF  
 COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 26th day of  
November, 1984, by SCARBOROUGH CORPORATION, a New Jersey  
 corporation, hereinafter called Builder.

WHEREAS, Builder is the Owner of the real property described  
 in this Supplementary Declaration; and

WHEREAS, Builder intends that the property described herein  
 become subject to the Fair Woods Declaration of Covenants and  
 Restrictions and also become subject to the provisions herein-  
 after set forth.

NOW THEREFORE, Builder hereby declares that all of the  
 Properties described herein, together with such additions as may  
 hereafter be made thereto as provided in Article II, shall be  
 held, transferred, sold, conveyed, and occupied subject to the  
 covenants, restrictions, easements, charges, and liens set forth  
 in the Fair Woods Declaration of Covenants and Restrictions,  
 dated January 26, 1984, and recorded in Deed Book 5892, at page 234,  
 among the land records of Fairfax County, Virginia (the "Declaration"),  
 and subject to the covenants, restrictions, easements, charges,  
 and liens set forth hereinafter.

ARTICLE I

NEIGHBORHOOD DESIGNATION

Lots 347 through 389, inclusive, and Parcel D, all in  
 Section Ten (10), Fair Woods, as duly dedicated, platted, subdivided,  
 and recorded in Deed Book 6072, at page 598, among the aforesaid

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land records, are hereby designated as a Neighborhood of Fair Woods Homeowners Association, and shall be known as Chatham Walk Neighborhood.

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots 347 through 389, inclusive, and Parcel D, Section Ten (10), Fair Woods.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Plan, or land which is contiguous thereto, may be added to this Neighborhood by the Builder or Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record a Supplementary Declaration with respect to such land which designates it as part of the Neighborhood and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to or both sides of an area dedicated to public use.

ARTICLE III

NEIGHBORHOOD ASSESSMENTS

Section 1. Purpose. Neighborhood Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the members within the Neighborhood. Such services may include: maintenance and operation of any Neighborhood Common Area as described and designated in the Governing Documents, including

maintenance of streets or roads constructed on the Neighborhood Common Area, providing services to the units, such as trash removal, and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment including those streets constructed on the Neighborhood Common Area.

Section 2. Basis of Assessment. The basis for the Neighborhood Assessment shall be the same as for the General Assessment, as set forth in the Declaration.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following commencement of assessments in the Neighborhood, the maximum annual Neighborhood Assessment shall be \$120.00.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of two-thirds (2/3) of the votes of a Quorum of Owners who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Neighborhood, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds of the Trustees, the Board shall fix the annual Neighborhood Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Neighborhood.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Neighborhood Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible

or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Fairfax County. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein.

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(b) Parking of all commercial and recreational vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in the garages or screened enclosures approved by the Architectural Review Board or in areas designated by the Association for such parking.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned without the written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior

written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material, and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Neighborhood.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on Fairfax

County approved site plans may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Management. Any agreement for management of the Neighborhood must be terminable by the Association for cause upon thirty (30) days written notice thereof and terminable by either party without cause and without payment of a termination fee upon ninety (90) days written notice thereof. The term of any such agreement may not exceed one year.

Section 16. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a two-thirds (2/3) vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 17. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer or any Builder is engaged in developing or improving any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection

and maintenance of directional and promotional signs, and conducting of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

#### ARTICLE VI

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes and garages upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) Through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of

such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners.

(b) Other than by the act of an Owner, his agents, guests, or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, such arbitrators shall choose one additional arbitrator, and the decision concerning the dispute shall be made by a majority of all the arbitrators.

Section 6. Easement. The Owner of each Lot within the Neighborhood is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for all building and roof overhangs, projections, fireplace walls, gutters, downspouts, and other portions of the first Owner's buildings which extend or project into, onto, or over such adjacent Lots.

When any building or appurtenance extends to or over the lot line of an adjoining Lot, the Owner of said building shall have

the right to enter upon a reasonable portion of such adjoining Lot at reasonable times for the purpose of performing repairs or maintenance of his building. Except as otherwise provided in the Declaration or this Supplementary Declaration, such right of entry shall place no obligation on the entering party to maintain land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure there are sufficient funds available to an Owner to restore his Living Unit or garage in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit or garage is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation, and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payment for such Owner, and the cost of such payments

shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

RIGHTS OF FIRST MORTGAGEES

Section 1. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the deed of trust, or foreclosure of the deed of trust, or deed or assignment in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the First Mortgagee.

Section 2. Unless all First Mortgagees and three-fourths (3/4) of the Owners in Chatham Walk Neighborhood have given their prior written approval, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, release, encumber, sell, or transfer the Common Area or other property owned by the Association in Chatham Walk Neighborhood. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the assessments;

(c) by act or omission change, waive, or abandon the architectural controls or enforcement thereof established by this Supplementary Declaration;

(d) fail to maintain fire and extended coverage on insurable parts of the Common Area or other Association property situated in Chatham Walk Neighborhood in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs; or

(e) use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement, or reconstruction of such property.

Section 3. A First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area in Chatham Walk Neighborhood, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The First Mortgagee or Mortgagees making such payment immediately shall be owed reimbursement therefor from the Association.

Section 4. The assessments imposed by the Neighborhood shall include an adequate reserve fund for maintenance, repairs, and replacements for those parts of the Common Area which must be replaced on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments.

Section 5. The Association shall be empowered to obtain fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, or agents responsible for handling funds collected and held for the benefit of the Association.

Section 6. The Association shall maintain a comprehensive policy of public liability insurance covering the Common Area

situated in Chatham Walk Neighborhood. Such insurance policy shall contain a severability of interest clause of endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location, and use.

Section 7. The Association shall cause the immediate repair, reconstruction, or renovation of any damage to the Common Area or Association property located in Chatham Walk Neighborhood unless a decision not to repair, reconstruct, or renovate is approved by all First Mortgagees of Lots in Chatham Walk Neighborhood.

Section 8. In the event that there is a condemnation of the Common Area or other Association property, to the extent practicable, condemnation proceeds shall be used to repair or replace the property taken by condemnation.

Section 9. Should there be excess casualty insurance of condemnation proceeds after the renovation, repair, or reconstruction called for herein, such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot, subject, however, to the priority of a First Mortgagee with regard to the proceeds applicable to the Lot securing said Mortgagee.

• ARTICLE IX

NEIGHBORHOOD COMMON AREA

The following property is hereby designated as Neighborhood Common Area, as defined in Article I, Section 22, of the Declaration,

for the benefit of Chatham Walk Neighborhood: Parcel D, Section Ten (10), Fair Woods.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in Chatham Walk Neighborhood. A termination must be approved by Fairfax County and be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Members, if any, and by the Owners of not less than seventy-five percent (75%) of the Lots in Chatham Walk Neighborhood, provided, however, that the Builder shall not amend or remove this Declaration without the consent of Fair Woods Homeowners Association and an Owner, other than Builder and Association, of at least one Lot in Chatham Walk Neighborhood. Any amendment must be recorded to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Property in Chatham Walk Neighborhood.

Section 3. Enforcement. The Association, any Member within Chatham Walk Neighborhood or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Fair Woods Declaration of Covenants and Restrictions.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending, or vacating the provisions of the Code of Fairfax County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, SCARBOROUGH CORPORATION has caused this Supplementary Declaration of Covenants and Restrictions to be executed.

SCARBOROUGH CORPORATION

By: A. J. [Signature]  
vice President

MG072 M0633

STATE OF Virginia  
COUNTY OF Fairfax, to-wit:

I, the undersigned, a notary public in and for the state and county aforesaid whose commission expires on the 23rd day of January, 1987, do hereby certify that A. Scott Beatty whose name as Vice President of SCARBOROUGH CORPORATION, is signed to the foregoing Supplementary Declaration of Covenants and Restrictions bearing date on the 26th day of November 1984, personally appeared before me and acknowledged the same in my jurisdiction aforesaid to be his act and deed on behalf of the corporation.

GIVEN under my hand and seal this 26th day of November, 1984.

Laurie J. Campbell  
Notary Public

RECORDED W/CERTIFICATE ANNEXED  
1984 DEC 20 PM 3:31  
FAIRFAX COUNTY, VA.  
TESTE: [Signature]  
12 PM

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EX6104 PG0305

SUPPLEMENTARY DECLARATION OF  
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 1<sup>st</sup> day of February, 1985, by BATAL BUILDERS, INC., a Virginia corporation, hereinafter called Builder..

WHEREAS, Builder is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Builder intends that the property described herein become subject to the Fair Woods Declaration of Covenants and Restrictions and also become subject to the provisions hereinafter set forth.

NOW THEREFORE, Builder hereby declare that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Fair Woods Declaration of Covenants and Restrictions, dated January 26, 1984, and recorded in Deed Book 5892, at page 234, among the land records of Fairfax County, Virginia, and subject to the covenants, restrictions, easements, charges, and liens set forth hereinafter.

FAIRFAX COUNTY RECORDS

ARTICLE I

NEIGHBORHOOD DESIGNATION

Lots 126 through 146, inclusive, and G-126, G-127, G-132, G-133, G-134, G-135, G-138, G-139, G-142, G-143, G-144, and G-145, and Parcel M, all in Section Four, Fair Woods, as duly

STATE TAX \_\_\_\_\_  
COUNTY TAX \_\_\_\_\_  
TRANSFER FEE \_\_\_\_\_  
CLERK'S FEE 24.00  
GRANTOR TAX \_\_\_\_\_  
CONS. \_\_\_\_\_

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dedicated, platted, subdivided, and recorded in Deed Book 6104, at page 297, of the aforesaid land records, are hereby designated as a Neighborhood of Fair Woods Homeowners Association, and shall be known as Deerfield Neighborhood.

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots 126 through 146, inclusive, and G-126, G-127, G-132, G-133, G-134, G-135, G-138, G-139, G-142, G-143, G-144, and G-145, and Parcel M, Section Four, Fair Woods.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Plan, or land which is contiguous thereto, may be added to this Neighborhood by the Builder or Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record a Supplementary Declaration with respect to such land which designates it as part of the Neighborhood and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to or both sides of an area dedicated to public use.

ARTICLE III

NEIGHBORHOOD ASSESSMENTS

Section 1. Purpose. Neighborhood Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the

members within the Neighborhood. Such services may include maintenance and operation of any Neighborhood Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Neighborhood Common Area, providing services to the units, such as trash removal, and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment including those streets constructed on the Neighborhood Common Area.

Section 2. Basis of Assessment. The basis for the Neighborhood Assessment shall be the same as for the General Assessment, as set forth in the Declaration.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following commencement of assessments in the Neighborhood, the maximum annual Neighborhood Assessment shall be \$120.00.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of two-thirds (2/3) of the votes of a Quorum of Owners who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Neighborhood, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds of the Trustees, the Board shall fix the annual Neighborhood Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Neighborhood.

ARTICLE IV

PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Neighborhood Common area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible

or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Fairfax County. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(b) Parking of all commercial and recreational vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the Architectural Review Board or in areas designated by the Association for such parking.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned without the written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior

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written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material, and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on Fairfax

County approved site plans may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Management. Any agreement for management of the Neighborhood must be terminable by the Association for cause upon thirty (30) days written notice thereof and terminable by either party without cause and without payment of a termination fee upon ninety (90) days written notice thereof. The term of any such agreement may not exceed one year.

Section 16. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a two-thirds (2/3) vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 17. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer or any Builder is engaged in developing or improving any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection

and maintenance of directional and promotional signs, and conducting of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of

such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners.

(b) other than by the act of an Owner, his agents, guests, or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Easement. The Owner of each Lot within the Neighborhood is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for all building and roof overhangs, projections, fireplace walls, gutters, downspouts, and other portions of the first Owner's buildings which extend or project into, onto, or over such adjacent Lots.

When any building or appurtenance extends to or over the lot line of an adjoining Lot, the Owner of said building shall have

the right to enter upon a reasonable portion of such adjoining Lot at reasonable times for the purpose of performing repairs or maintenance of his building. Except as otherwise provided in the Declaration or this Supplementary Declaration, such right of entry shall place no obligation on the entering party to maintain land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation, and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payment for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

OUTLOTS

Section 1. Designation. Lots G-126, G-127, G-133, G-134, G-135, G-138, G-139, G-142, G-144, and G-145, Section Four, Fair Woods, are hereby designated as "Outlots" as that term is defined in Article I, Section 21, of the Fair Woods Declaration of Covenants and Restrictions.

Section 2. Governing Documents. All provisions of the Governing Documents and of this Supplementary Declaration referring to Lots shall apply to Outlots, except that:

(a) Owners of Outlots shall not be entitled to any additional votes for Outlots owned; and

(b) Outlots shall be exempted from the assessments, changes, and liens created in the Declaration and in Article III of this Supplementary Declaration.

Section 4. Restrictions.

(a) All Outlots shall be used, improved, and devoted exclusively as garages for motor vehicles and for the storage of personal property. Outlots are not designated for residential use and shall not be used, improved, or devoted to residential use.

(b) Outlots shall be appurtenant to the Lots with which they are originally conveyed, and shall not be sold, conveyed, transferred, leased, or assigned in any way except as an appurtenance to, and in connection with, the sale, conveyance, transfer,

, lease, or assignment of the Lot with which such Outlot was originally conveyed.

ARTICLE IX

RIGHTS OF FIRST MORTGAGEES

Section 1. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the deed of trust, or foreclosure of the deed of trust, or deed or assignment in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the First Mortgagee.

Section 2. Unless all First Mortgagees and three-fourths (3/4) of the Owners in Deerfield Neighborhood have given their prior written approval, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, release, encumber, sell, or transfer the Common Area or other property owned by the Association in Deerfield Neighborhood. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the assessments;

(c) by act or omission change, waive, or abandon the architectural controls or enforcement thereof established by this Supplementary Declaration;

(d) fail to maintain fire and extended coverage on insurable parts of the Common Area or other Association property situated in Deerfield Neighborhood in an amount not less than one

hundred percent (100%) of the insurable value based on current replacement costs; or

(e) use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement, or reconstruction of such property.

Section 3. A First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area in Deerfield Neighborhood, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The First Mortgagee or Mortgagees making such payment shall be owed immediately reimbursement therefor from the Association.

Section 4. The assessments imposed by the Neighborhood shall include an adequate reserve fund for maintenance, repairs, and replacements for those parts of the Common Area which must be replaced on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments.

Section 5. The Association shall be empowered to obtain fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, or agents responsible for handling funds collected and held for the benefit of the Association.

Section 6. The Association shall maintain a comprehensive policy of public liability insurance covering the Common Area situated in Deerfield Neighborhood. Such insurance policy shall contain a severability of interest clause of endorsement, which shall preclude the insurer from denying the claim of an Owner

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because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects in construction, location and use.

Section 7. The Association shall cause the immediate repair, reconstruction, or renovation of any damage to the Common Area or Association property located in Deerfield Neighborhood unless a decision not to repair, reconstruct, or renovate is approved by all First Mortgagees of Lots in Deerfield Neighborhood.

Section 8. In the event that there is a condemnation of the Common Area or other Association property, to the extent practicable, condemnation proceeds shall be used to repair or replace the property taken by condemnation.

Section 9. Should there be excess casualty insurance or condemnation proceeds after the renovation, repair, or reconstruction called for herein, such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot, subject, however, to the priority of a First Mortgagee with regard to the proceeds applicable to the Lot securing said Mortgagee.

#### ARTICLE X

##### NEIGHBORHOOD COMMON AREA

The following property is hereby designated as Neighborhood Common Area, as defined in Article I, Section 21, of the Declaration, for the benefit of Deerfield Neighborhood: Parcel M, Section Four, Fair Woods.

ARTICLE XI  
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in Deerfield Neighborhood. A termination must be approved by Fairfax County and be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Members, if any, and by the Owners of not less than seventy-five percent (75%) of the Lots in Deerfield Neighborhood, provided, however, that the Builder shall not amend or remove this Declaration without the consent of Fair Woods Homeowners Association and an Owner, other than Builder and Association, of at least one Lot in Deerfield Neighborhood. Any amendment must be recorded to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Property in Deerfield Neighborhood.

Section 3. Enforcement. The Association, any Member within Deerfield Neighborhood or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Fair Woods Declaration of Covenants and Restrictions.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Fairfax County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, BATAL BUILDERS, INC., has caused this Supplementary Declaration of Covenants and Restrictions to be executed.

BATAL BUILDERS, INC.

By: Robert J. Batal  
President

MS104 M0322

STATE OF Virginia, at large  
COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the state and county aforesaid whose commission expires on the 19<sup>th</sup> day of August, 1985, do hereby certify that Robert G. Batal whose name as President of BATAL BUILDERS, INC., is signed to the foregoing Supplementary Declaration of Covenants and Restrictions bearing date on the 7<sup>th</sup> day of February, 1985, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 7<sup>th</sup> day of February, 1985.

James G. Owens  
Notary Public

RECORDED W/CERT. FILED AS 18480

1985 FEB 28 PM 1:14

FAIRFAX COUNTY, VA.

TESTE: [Signature]  
CLERK

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SUPPLEMENTARY DECLARATION OF  
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 11th day of March, 1985, by SCARBOROUGH CORPORATION, a New Jersey corporation, hereinafter called Builder.

WHEREAS, Builder is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Builder intends that the property described herein become subject to the Fair Woods Declaration of Covenants and Restrictions and also become subject to the provisions hereinafter set forth.

NOW THEREFORE, Builder hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Fair Woods Declaration of Covenants and Restrictions, dated January 26, 1984, and recorded in Deed Book 5892, at page 234, among the land records of Fairfax County, Virginia (the "Declaration"), and subject to the covenants, restrictions, easements, charges, and liens set forth hereinafter.

ARTICLE I

NEIGHBORHOOD DESIGNATION

Lots Three Hundred Ninety (390) through Four Hundred Forty-seven (447), inclusive, and Parcel G, all in Section Eleven (11), Fair Woods, as duly dedicated, platted, subdivided, and recorded

TITLE \_\_\_\_\_  
CLERK'S OFFICE BOD  
GRANTOR TAX \_\_\_\_\_  
CONC \_\_\_\_\_

in Deed Book 610, at page 0435, among the aforesaid land records, are hereby designated as a Neighborhood of Fair Woods Homeowners Association, and shall be known as BARCLAY SQUARE Neighborhood.

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots Three Hundred Ninety (390) through Four Hundred Forty-seven (447), inclusive, and Parcel G, Section Eleven (11), Fair Woods.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Plan, or land which is contiguous thereto, may be added to this Neighborhood by the Builder or Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record a Supplementary Declaration with respect to such land which designates it as part of the Neighborhood and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to or both sides of an area dedicated to public use.

ARTICLE III

NEIGHBORHOOD ASSESSMENTS

Section 1. Purpose. Neighborhood Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the members within the Neighborhood. Such services may include: maintenance and operation of any Neighborhood Common Area as described and designated in the Governing Documents, including

maintenance of streets or roads constructed on the Neighborhood Common Area, providing services to the units, such as trash removal, and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment including those streets constructed on the Neighborhood Common Area.

Section 2. Basis of Assessment. The basis for the Neighborhood Assessment shall be the same as for the General Assessment, as set forth in the Declaration.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following commencement of assessments in the Neighborhood, the maximum annual Neighborhood Assessment shall be \$ 120.00.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of two-thirds (2/3) of the votes of a Quorum of Owners who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Neighborhood, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds of the Trustees, the Board shall fix the annual Neighborhood Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Neighborhood.

#### ARTICLE IV

##### PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Neighborhood Common Area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

#### ARTICLE V

##### PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible

or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Fairfax County. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein.

(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(b) Parking of all commercial and recreational vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in the garages or screened enclosures approved by the Architectural Review Board or in areas designated by the Association for such parking.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot and must not become a nuisance to other residents.

Section 5. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot, except as approved in writing by the Architectural Review Board.

Section 6. Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned without the written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior

written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences or enclosures must be approved by the Architectural Review Board as to location, material, and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Neighborhood.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on Fairfax

County approved site plans may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Management. Any agreement for management of the Neighborhood must be terminable by the Association for cause upon thirty (30) days written notice thereof and terminable by either party without cause and without payment of a termination fee upon ninety (90) days written notice thereof. The term of any such agreement may not exceed one year.

Section 16. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a two-thirds (2/3) vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 17. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer or any Builder is engaged in developing or improving any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection

and maintenance of directional and promotional signs, and conducting of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

#### ARTICLE VI

#### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes and garages upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) Through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of

such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners.

(b) Other than by the act of an Owner, his agents, guests, or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, such arbitrators shall choose one additional arbitrator, and the decision concerning the dispute shall be made by a majority of all the arbitrators.

Section 6. Easement. The Owner of each Lot within the Neighborhood is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for all building and roof overhangs, projections, fireplace walls, gutters, downspouts, and other portions of the first Owner's buildings which extend or project into, onto, or over such adjacent Lots.

When any building or appurtenance extends to or over the lot line of an adjoining Lot, the Owner of said building shall have

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the right to enter upon a reasonable portion of such adjoining Lot at reasonable times for the purpose of performing repairs or maintenance of his building. Except as otherwise provided in the Declaration or this Supplementary Declaration, such right of entry shall place no obligation on the entering party to maintain land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

#### ARTICLE VII

##### INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure there are sufficient funds available to an Owner to restore his Living Unit or garage in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit or garage is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation, and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payment for such Owner, and the cost of such payments

shall thereupon become a Special Assessment on the Owner's Assessable Unit;

From time to time the Association may require Owners to provide evidence of compliance with this Article.

#### ARTICLE VIII

##### RIGHTS OF FIRST MORTGAGEES

Section 1. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the deed of trust, or foreclosure of the deed of trust, or deed or assignment in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the First Mortgagee.

Section 2. Unless all First Mortgagees and three-fourths (3/4) of the Owners in BARCLAY SQUARE Neighborhood have given their prior written approval, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, release, encumber, sell, or transfer the Common Area or other property owned by the Association in BARCLAY SQUARE Neighborhood. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the assessments;

(c) by act or omission change, waive, or abandon the architectural controls or enforcement thereof established by this Supplementary Declaration;

(d) fail to maintain fire and extended coverage on insurable parts of the Common Area or other Association property situated in BARCLAY SQUARE Neighborhood in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs; or

(e) use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement, or reconstruction of such property.

Section 3. A First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area in BARCLAY SQUARE Neighborhood, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The First Mortgagee or Mortgagees making such payment immediately shall be owed reimbursement therefor from the Association.

Section 4. The assessments imposed by the Neighborhood shall include an adequate reserve fund for maintenance, repairs, and replacements for those parts of the Common Area which must be replaced on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments.

Section 5. The Association shall be empowered to obtain fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, or agents responsible for handling funds collected and held for the benefit of the Association.

Section 6. The Association shall maintain a comprehensive policy of public liability insurance covering the Common Area

situated in BARCLAY SQUARE Neighborhood. Such insurance policy shall contain a severability of interest clause of endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location, and use.

Section 7. The Association shall cause the immediate repair, reconstruction, or renovation of any damage to the Common Area or Association property located in BARCLAY SQUARE Neighborhood unless a decision not to repair, reconstruct, or renovate is approved by all First Mortgagees of Lots in BARCLAY SQUARE Neighborhood.

Section 8. In the event that there is a condemnation of the Common Area or other Association property, to the extent practicable, condemnation proceeds shall be used to repair or replace the property taken by condemnation.

Section 9. Should there be excess casualty insurance or condemnation proceeds after the renovation, repair, or reconstruction called for herein, such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot, subject, however, to the priority of a First Mortgagee with regard to the proceeds applicable to the Lot securing said Mortgagee.

ARTICLE IX

NEIGHBORHOOD COMMON AREA

The following property is hereby designated as Neighborhood Common Area, as defined in Article I, Section 22, of the Declaration,

for the benefit of BARCLAY SQUARE Neighborhood:  
Parcel G, Section Eleven (11), Fair Woods.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in BARCLAY SQUARE Neighborhood. A termination must be approved by Fairfax County and be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Members, if any, and by the Owners of not less than seventy-five percent (75%) of the Lots in BARCLAY SQUARE Neighborhood, provided, however, that the Builder shall not amend or remove this Declaration without the consent of Fair Woods Homeowners Association and an Owner, other than Builder and Association, of at least one Lot in BARCLAY SQUARE Neighborhood. Any amendment must be recorded to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Property in BARCLAY SQUARE Neighborhood.

Section 3. Enforcement. The Association, any Member within Chatham Walk Neighborhood or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Fair Woods Declaration of Covenants and Restrictions.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending, or vacating the provisions of the Code of Fairfax County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, SCARBOROUGH CORPORATION has caused this Supplementary Declaration of Covenants and Restrictions to be executed.

SCARBOROUGH CORPORATION

By: A. J. Smith  
Vice President

03110 000476

STATE OF Virginia  
COUNTY OF Fairfax, to-wit:

I, the undersigned, a notary public in and for the state and county aforesaid whose commission expires on the 14<sup>th</sup> day of July, 1987, do hereby certify that A. Scott Beatty, whose name as Vice President of SCARBOROUGH CORPORATION, is signed to the foregoing Supplementary Declaration of Covenants and Restrictions bearing date on the 11<sup>th</sup> day of March, 1985, personally appeared before me and acknowledged the same in my jurisdiction aforesaid to be his act and deed on behalf of the corporation.

GIVEN under my hand and seal this 11<sup>th</sup> day of March, 1985.

Tara Marie Coen  
Notary Public

5FW A

RECORDED W/CERTIFICATE ANNEXED  
1985 MAR 12 PM 3:07  
1 FAIRFAX COUNTY, VA.  
TESTE: [Signature]  
CLERK

SUPPLEMENTARY DECLARATION OF  
COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 3<sup>rd</sup> day of July, 1985, by NV LAND, INC., a Virginia corporation, hereinafter called Builder.

WHEREAS, Builder is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Builder intends that the property described herein become subject to the Fair Woods Declaration of Covenants and Restrictions and also become subject to the provisions hereinafter set forth.

NOW THEREFORE, Builder hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Fair Woods Declaration of Covenants and Restrictions, dated January 26, 1984, and recorded in Deed Book 5892, at page 234, among the land records of Fairfax County, Virginia, and subject to the covenants, restrictions, easements, charges, and liens set forth hereinafter.

REST. RESTRIC. AND LIENS

ARTICLE I

NEIGHBORHOOD DESIGNATION

Lots Two Hundred Twelve (212) through Two Hundred Fifty-two (252), inclusive, and Parcel P, all in Section Seven (7), Fair Woods, as duly dedicated, platted, subdivided, and recorded in

STATE \_\_\_\_\_  
COUNTY \_\_\_\_\_  
TAX MAP \_\_\_\_\_  
C. S. \_\_\_\_\_  
RECORD BOOK \_\_\_\_\_  
PAGE \_\_\_\_\_

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Deed Book 4225, at page 179, of the aforesaid land records, are hereby designated as a Neighborhood of Fair Woods Homeowners Association, and shall be known as Mohr Oak Neighborhood.

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots Two Hundred Twelve (212) through Two Hundred Fifty Two (252), inclusive, and Parcel P, Section Seven (7), Fair Woods.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Plan, or land which is contiguous thereto, may be added to this Neighborhood by the Builder or Developer, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record a Supplementary Declaration with respect to such land which designates it as part of the Neighborhood and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to or both sides of an area dedicated to public use.

ARTICLE III

NEIGHBORHOOD ASSESSMENTS

Section 1. Purpose. Neighborhood Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the members within the Neighborhood. Such services may include: maintenance and operation of any Neighborhood Common Area as

described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Neighborhood Common Area, providing services to the units, such as trash removal, and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment including those streets constructed on the Neighborhood Common Area.

Section 2. Basis of Assessment. The basis for the Neighborhood Assessment shall be the same as for the General Assessment, as set forth in the Declaration.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following commencement of assessments in the Neighborhood, the maximum annual Neighborhood Assessment shall be \$120.00.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood:

(a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.

(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of two-thirds (2/3) of the votes of a Quorum of Owners who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Neighborhood, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds of the Trustees, the Board shall fix the annual Neighborhood Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Neighborhood.

#### ARTICLE IV

##### PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Neighborhood Common area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

#### ARTICLE V

##### PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible

or is the result of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Fairfax County. Nothing herein shall be deemed to prevent an Owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

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(a) All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

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Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned without the written consent of the Association.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior

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written consent of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

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Section 16. Rules. From time to time the Board of Trustees shall adopt rules, including but not limited to rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a two-thirds (2/3) vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

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So long as the Developer or any Builder is engaged in developing or improving any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection

and maintenance of directional and promotional signs, and conducting of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

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(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of

such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners.

(b) other than by the act of an Owner, his agents, guests, or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Easement. The Owner of each Lot within the Neighborhood is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for all building and roof overhangs, projections, fireplace walls, gutters, downspouts, and other portions of the first Owner's buildings which extend or project into, onto, or over such adjacent Lots.

When any building or appurtenance extends to or over the lot line of an adjoining Lot, the Owner of said building shall have

the right to enter upon a reasonable portion of such adjoining Lot at reasonable times for the purpose of performing repairs or maintenance of his building. Except as otherwise provided in the Declaration or this Supplementary Declaration, such right of entry shall place no obligation on the entering party to maintain land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation, and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payment for such Owner, and the cost of such payments

shall thereupon, become a Special Assessment on the Owner's Assessable Unit.

From time to time the Association may require Owners to provide evidence of compliance with this Article.

#### ARTICLE VIII

##### RIGHTS OF FIRST MORTGAGEES

Section 1. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the deed of trust, or foreclosure of the deed of trust, or deed or assignment in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the First Mortgagee.

Section 2. Unless all First Mortgagees and three-fourths (3/4) of the Owners in Mohr Oak Neighborhood have given their prior written approval, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, release, encumber, sell, or transfer the Common Area or other property owned by the Association in Mohr Oak Neighborhood. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause,

(b) change the method of determining the assessments,

(c) by act or omission change, waive, or abandon the architectural controls or enforcement thereof established by this Supplementary Declaration,

(d) fail to maintain fire and extended coverage on insurable parts of the Common Area or other Association property situated in Mohr Oak Neighborhood in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs, or

(e) use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement, or reconstruction of such property.

Section 3. A First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area in Mohr Oak Neighborhood, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The First Mortgagee or Mortgagees making such payment shall be owed immediately reimbursement therefor from the Association.

Section 4. The assessments imposed by the Neighborhood shall include an adequate reserve fund for maintenance, repairs, and replacements for those parts of the Common Area which must be replaced on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments.

Section 5. The Association shall be empowered to obtain fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, or agents responsible for handling funds collected and held for the benefit of the Association.

Section 6. The Association shall maintain a comprehensive policy of public liability insurance covering the Common Area

situated in Mohr Oak Neighborhood. Such insurance policy shall contain a severability of interest clause of endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects in construction, location, and use.

Section 7. The Association shall cause the immediate repair, reconstruction, or renovation of any damage to the Common Area or Association property located in Mohr Oak Neighborhood unless a decision not to repair, reconstruct, or renovate is approved by all First Mortgagees of Lots in Mohr Oak Neighborhood.

Section 8. In the event that there is a condemnation of the Common Area or other Association property, to the extent practicable, condemnation proceeds shall be used to repair or replace the property taken by condemnation.

Section 9. Should there be excess casualty insurance or condemnation proceeds after the renovation, repair, or reconstruction called for herein, such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot, subject, however, to the priority of a First Mortgagee with regard to the proceeds applicable to the Lot securing said Mortgagee.

#### ARTICLE IX

##### NEIGHBORHOOD COMMON AREA

The following property is hereby designated as Neighborhood Common Area, as defined in Article I, Section 21, of the Declaration,

for the benefit of Mohr Oak Neighborhood: Parcel P, Section Seven (7), Fair Woods.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in Mohr Oak Neighborhood. A termination must be approved by Fairfax County and be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Members, if any, and by the Owners of not less than seventy-five percent (75%) of the Lots in Mohr Oak Neighborhood, provided, however, that the Builder shall not amend or remove this Declaration without the consent of Fair Woods Homeowners Association and an Owner, other than Builder and Association, of at least one Lot in Mohr Oak Neighborhood. Any amendment must be recorded to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Property in Mohr Oak Neighborhood.

Section 3. Enforcement. The Association, any Member within Mohr Oak Neighborhood or First Mortgages, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Fair Woods Declaration of Covenants and Restrictions.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Fairfax County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, NV LAND, INC., has caused this Supplementary Declaration of Covenants and Restrictions to be executed by its duly authorized Vice President.

NV LAND, INC.

By: E. W. [Signature]  
Vice President

STATE OF Virginia  
COUNTY OF Stafford, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid whose commission expires on the 20<sup>th</sup> day of August, 1977, do hereby certify that F. W. Williams, Jr., whose name as Vice President of NV LAND, INC., is signed to the foregoing Supplementary Declaration of Covenants and Restrictions bearing date on the 30<sup>th</sup> day of July, 1975, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 30<sup>th</sup> day of July, 1975.

Notary Public  
Notary Public

RECORDED & INDEXED  
1985 SEP 18 AM 9:30  
TESIE: [Signature]  
CLERK