

Declaration of Covenants, Conditions and Restrictions

This declaration made on the day hereinafter set forth by BELLEAU WOOD, INC., a Delaware Corporation ("Grantor"); the FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia ("Grantor"); (hereinafter collectively referred to as "Declarant"); and the GLENWOOD MEWS HOMEOWNERS ASSOCIATION; a Virginia Non-Stock Corporation (hereinafter referred to as the "Association") ("Grantor").

Witnesseth:

WHEREAS, Declarant is the owner of a certain parcel of land (hereinafter referred to as the "Property") situate in Fairfax County, Virginia, known as

Small Property Subdivision, as the same is duly platted and recorded among the land records of the County of Fairfax, Virginia, by Instrument recorded immediately hereafter, being the land acquired by Declarant by Deeds recorded in Deed Book 8369, at page 243, Deed Book 8369, at page 246, Deed Book 8449, at page 1021, Deed Book 8449, at page 1025, Deed Book 8449, at page 1027, and Deed Book 8449, at page 1029, among the land records of Fairfax County, Virginia; and

WHEREAS, Declarant will convey a portion of the Property to Association by Deed recorded among the land records of Fairfax County, Virginia, immediately hereafter.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Glenwood Mews Homeowners Association its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more parties or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that certain real Property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real Property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as: Parcel A Small Property Subdivision as the same is shown on a Plat entitled "Record Plat Small Property"; prepared by BC Consultants, Inc. and recorded among the land records of Fairfax County immediately hereafter (hereinafter "the Plat").

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Belleau Wood, Inc. or the Fairfax County Redevelopment and Housing Authority, their successors and assigns, if such successors or assigns acquire more than one undeveloped Lot from the Declarant for the purpose of development. "Declarant" shall mean and refer to the Board of Directors of the Association after Belleau Wood, Inc. and Fairfax County Redevelopment and Housing Authority, or such successors and assigns, do not own any part of the Property.

Article II

Property SUBJECT TO DECLARATION AND Property RIGHTS

Section 1. Property Subject to Declaration. The real Property which is hereby subject to the terms and conditions of the Declaration is all that Property located in Fairfax County, Virginia, described in the Plat recorded among the land records of Fairfax County.

Section 2. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- (b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; or for a period not to exceed 60 days for any infraction of these Covenants, Conditions and Restrictions, the Association's Bylaws, or the Association's published rules and regulations;
- (c) the right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by members representing 2/3rds of each class of members has been recorded.
- (d) the right to individual Owners to the use of parking Spaces as provided in this article.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the regular use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association may permanently assign one or two vehicle parking spaces for each Lot.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

Article III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) thirty (30) days after the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) on January 3, 2001; or

(c) upon the surrender of Class B memberships by the holders thereof to the Association.

Article IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) The annual assessments or charges, and (2) special assessments for capital improvements or for a violation of these covenants as hereinafter provided, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot(s) and shall be a continuing lien upon the Lot(s) against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot(s) at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated on the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be for Four Hundred Dollars (\$400.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% plus by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only 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 two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments for capital improvements shall be fixed at a uniform rate for all Lots not owned by Declarant. Any unoccupied Lots owned by Declarant shall be assessed at a rate of twenty-five percent (25%) of the assessments chargeable to other Lots so long as Declarant funds all association budget deficits, including reserves. Thereafter, all Lots shall be assessed at the same uniform rate. A full assessment shall immediately and permanently attach to any Lot upon the first occupancy of a dwelling thereon, regardless of ownership of that Lot.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to the Mortgager. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Article V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Article VI

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Article VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as 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. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under rule of law regarding liability from negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. 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 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Article VIII

GENERAL PROVISIONS

Section 1. Enforcement. The violation of any provision of this Declaration by an Owner, member of his family, his guests, licensees, or invitees, shall be a grounds for an action to recover sums due and/or damages, for injunctive relief, or both, and the reimbursement of all costs and attorneys' fees incurred in connection therewith, as well as late charges and interest on any delinquent amounts, which action shall be maintainable by the Declarant, so long as Declarant owns any Lot, the Board, or, in a proper case, by an aggrieved Owner. All such amounts, along with any other costs incurred by Declarant or the Board to obtain the services of an attorney to enforce any provision of this Declaration, shall be a charge on the Lot(s) as an assessment and be a continuing lien upon the Lot(s) and shall constitute a personal obligation of the Owner who committed or who is responsible for such violation or who caused Declarant, or the Board, or aggrieved Owner to take such action, and shall promptly be reimbursed by such Owner to the Declarant or Board upon demand therefor.

The violation of any provision of this Declaration shall give the Declarant (to the extent of its rights hereunder so long as Declarant owns any Lot) the right, in addition to any other rights set forth in the Declaration or other Subdivision documents, to enter upon the Lots, or area in which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the Owner who caused or permitted the violation, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration, and neither the Declarant, nor any authorized agent thereof shall thereby be deemed guilty in any manner of trespass. Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. 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 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded to be effective. The Declarant may amend this Declaration so long as the Declarant owns any Lot for the purpose of correcting any clerical or administrative error, or to comply with the requirements of any reviewing agency. Any amendment must be recorded to be effective.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

Article IX

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. No trade or business of any kind shall be advertised from or transacted on the Property, except for model houses used by the Declarant.

Section 2. Except as provided in Section 1 of this Article, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial manufacturing, mercantile, storing, vending, or other such non-residential purposes.

Section 3. No fence or other encroachment shall be erected in front of any Lot dwelling unit.

Section 4. No clothing, laundry or wash shall be aired on any portion of the Properties.

Section 5. No Owner shall cause or permit anything to be hung or displayed on the outside of windows, placed on the outside walls or doors of any Lot dwelling unit and no sign, awning, canopy, shutter or radio or television antenna (including satellite dish) shall be affixed to or placed upon the Lot or the exterior walls or doors, roof or any part of the Lot dwelling unit or exposed on or at any window, without the prior written consent of the Board of Directors or their designees, except for temporary real estate signs not more than four square feet in area advertising the Property for sale or for rent and except for temporary signs erected by Declarant in connection with the construction, lease or sale of Lots.

Section 6. No animals, livestock, poultry or reptiles of any kinds shall be raised, bred or kept on any Lot or in the Common Areas, except that a dog, cat or other household pet may be kept in or on the Lot, provided that they are not kept, bred or maintained for commercial purposes; and provided further than any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon written notice of the Board of Directors. In no event shall any dog be permitted to any portion of the Common Area unless carried or on a leash, nor shall any dog be curbed in any Common Area.

Section 7. No noxious or offensive activity shall be carried on upon any Lot or in the Common Areas; nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants. No Owner shall make or permit any disturbing noises on his Lot by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Owners. No Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a music player, television set, radio, or other sound producing equipment on his Lot at such high volume or in such other manner that it shall cause unreasonable disturbances to other Owners.

Section 8. No outside T.V. antenna or aerial shall be permitted.

Section 9. No junk vehicle, house trailer, boat, travel or camping trailer, or any truck greater than three-quarters of a ton in size shall be kept on any Lot or in the common areas or parking areas.

Section 10. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection, unless containers approved by the Board of Directors of the Association, or by an Architectural Control Committee appointed by the Board. No accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot, which shall be maintained in a neat and attractive manner, so as not to detract from the appearance of the entire Property.

Section 11. Soliciting of any type is forbidden.

Section 12. There shall be no obstruction of the Common Areas nor shall anything be stored or placed in the Common Area without the prior consent of the Board of Directors. No waste shall be committed in the Common Area.

Section 13. No tree, hedge or shrub planting be maintained in such a manner as to obstruct sight lines for vehicular traffic.

Article X

EASEMENTS

Section 1. The following easements upon each Lot together with the right of ingress and egress, to the extent reasonably necessary to exercise such easements, are reserved to Declarant, its successors, assigns, and licensees for so long as Declarant owns any Lot and reserved to the Board of Directors thereafter:

(a) An easement to maintain one or more businesses or sales offices or to erect and maintain temporary or permanent signage or subdivision identification to enable Declarant or its selected builders to market the Lots and model homes to the general public or for any other business, commercial or otherwise, which Declarant chooses, provided such activity does not unreasonably interfere with the Owner's use and enjoyment of such Owner's Lot.

(b) An easement over, under, above and through each Lot and all Common Areas and all improvements thereon for the purposes of construction, installation, operation, and maintenance of all utilities, drainage courses, culverts, telephone, radio, and television transmission lines, cables, pipes, transformers and other equipment and temporary marketing signs, including, but not limited to, the accessory right to locate guy wires, braces, or anchors, to regrade portions of Lots, or to cut, trim or remove trees, shrubs, or plantings wherever necessary.

(c) An easement running over and through all Lots and Common Areas for the purposes of cutting, filling, drainage, and maintenance of slopes and drainage courses.

(d) An access easement which provides for a general right of ingress to and egress from all Lots, residential dwelling units, and all improvements thereon for purposes of carrying out and enforcing the provisions of this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association, to allow the addition of further Improvements and to allow for the general public and Owners of other Property in the Development to have free and unrestricted access over and unto all Property in the Subdivision.

(e) Any other easements show on the Plat.

(f) Declarant further reserves for itself, its successors and assigns, the right to establish such additional easements, reservations, exceptions, and exclusions consistent with its ownership of the Property and in the best interest of the Owners and the Declarant in order to serve the entire Property.

Section 2. No Owner shall have any claim or cause of action against Declarant or its licensees arising from Declarant's use or non-use of any easement reserved hereunder or as shown on a Plat.

Notwithstanding anything contained herein to the contrary, Property which is damaged by the Declarant by its use of an easement granted hereunder shall be returned after such use has been terminated to a restored condition to the extent reasonably possible.

Section 3. Each Owner of a Lot, the Declarant and the Declarant's assigns and licensees shall have a non-exclusive perpetual easement for ingress to and egress from the Lot over and across all walkways, private roads and driveways located on the Property. Such access easement shall run with the land, be appurtenant to and pass with the title to every Lot. The County of Fairfax, or any other governmental authority or utility which has jurisdiction over the Subdivision and/or Property shall have a non-exclusive easement of access over the Subdivision and Property for police, fire, ambulance, waste removal, and other vehicles for the purpose of furnishing utilities or municipal or emergency services to the Subdivision and Property.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of *March*, 1994.

Belleau Wood, Inc.,
a Delaware Corporation
Declarant

By: *Kenneth Ryan, Vice President*

Commonwealth of Virginia, County of Fairfax, to-wit:

On this 3rd day of *March*, 1994 before me, *Lisa A. Brunner*, the undersigned Notary Public, personally appeared *Kenneth A. Ryan*, who acknowledges himself to be a *Vice President* of Belleau Wood, Inc., a Delaware Corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself on behalf of that corporation.

In witness whereof, I hereunto set my hand and official seal.

Lisa A. Brunner

Notary Public

My commission expires: *May 31, 1994*

Fairfax County Redevelopment and Housing Authority

By: *Walter D. Webdale*

Commonwealth of Virginia, County of Fairfax, to-wit:

On this 14th day of *March*, 1994 before me, *Martha G. Wills*, the undersigned Notary Public, personally appeared *Walter D. Webdale*, who acknowledges himself to be an Assistant Secretary of Fairfax County Redevelopment and Housing Authority, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself on behalf of that corporation.

In witness whereof, I hereunto set my hand and official seal.

Martha G. Wills

Notary Public

My commission expires: *7/31/97*

Glenwood Mews Homeowners Association,

a Virginia Non-Stock Corporation

By: *Kenneth Ryan*

Commonwealth of Virginia, County of Fairfax, to-wit:

On this 3rd day of *March*, 1994 before me, *Lisa A. Brunner*, the undersigned Notary Public, personally appeared *Kenneth A. Ryan*, who acknowledges himself to be a *Director* of Glenwood Mews Homeowners Association, a Virginia Non-Stock Corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself on behalf of that corporation.

In witness whereof, I hereunto set my hand and official seal.

Lisa A. Brunner

Notary Public

My commission expires: *May 31, 1994*