

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,

Return to: COWLES, RINARD & ARNOLD, LTD.
10521 Judicial Drive
Fairfax, Virginia 22030

7 9 11 6 0130

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 persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" 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 of 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 I. Every Owner of a Lot which is subject to

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

Section 2. 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 equal 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 delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the 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 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 Sections 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 a 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 assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to 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 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. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the 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 has 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 any rule of law regarding liability for 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 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 such 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 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 the 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 in 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 shall be maintained in such 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 purpose 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 shown 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.

BK 9115 0138

BELLEAU WOOD, INC.,
a Delaware Corporation
Declarant

By:

Kenneth Ryan (SEAL)
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 .

BK 9116 0140

FAIRFAX COUNTY REDEVELOPMENT AND
HOUSING AUTHORITY

By:

Walter D. Webdale

(SEAL)

COMMONWEALTH OF VIRGINIA,

COUNTY OF FAIRFAX, to-wit:

On this 14th day of March, 1994 before me, MARTHA G. LINDS, the undersigned Notary Public, personally appeared Walter D. Webdale, who acknowledges himself to be an Assistant Secretary of the 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 Authority by himself on behalf of that Authority.

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

MARTHA G. LINDS
Notary Public

My commission expires:

7/31/97

DN 9116 0141

GLENWOOD MEWS HOMEOWNERS ASSOCIATION,
a Virginia Non-Stock Corporation

By: Kenneth Ryan (SEAL)

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 Association by himself on behalf of that Association.

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

Lisa A. Brunner
Notary Public

My commission expires: May 31, 1994

G:\CORP\JDF
small.doc

MAY 12 94

RECORDED FAIRFAX CO VA

TESTE:

[Signature]

BY-LAWS
OF
THE GLENWOOD MEWS HOMEOWNERS
ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is the Glenwood Mews Homeowners Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 10521 Judicial Drive, Suite 204, Fairfax, Virginia 22030, but meetings of members and directors may be held at such places within the State of Virginia, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

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

Section 2. "Property" or "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "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 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant: shall mean and refer to Belleau Wood, Inc., and the Fairfax County Redevelopment and Housing Authority, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development..

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of Fairfax County Circuit Court.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the first Wednesday of January 1994 and each subsequent regular annual meeting of the members shall be held on the first Wednesday of January of each year thereafter, at the hour of seven (7) o'clock, P. M. If the day for the annual meeting of the members is a legal holiday, the

meeting will be held at the same hour on the first day following, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five (25%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as

aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors initially consisting of three (3) natural persons who shall be designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the members of the Association.

Commencing with the first annual meeting of the Association, the Board of Directors shall consist of an uneven number of not less than three (3) nor more than nine (9) members who shall be elected by the members of the Association. The number of directors shall be determined by a vote of the members at the first annual meeting of the members or at any subsequent annual or special meeting of the members; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent director.

Members of the Board of Directors need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and the remaining directors for a term of three (3) years; and at each annual meeting thereafter, the members shall elect a director to each vacancy for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expense incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the

Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that

meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and

regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees to this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance

of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon appropriate written request, a disclosure package pursuant to Virginia Code §55-512 or a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a disclosure packet or certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) cause the exterior of the dwellings to be maintained in the event that an owner of any lot violates Article VI of the Declaration of Covenants, Conditions & Restrictions concerning the Maintenance of Dwellings.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein,

the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the

minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors' shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The book, and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape

liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Glenwood Mews Homeowners Association.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the member, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

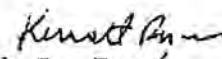
ARTICLE XIV

MISCELLANEOUS

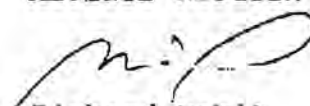
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year,

except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Glenwood Mews Homeowners Association, have hereunto set our hands this 5th day of January, 1994.


Kenneth A. Ryan


Michael Kledzik


Richard Rabil

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Glenwood Mews Association, a Virginia, Non-Stock Corporation, and,

THAT the foregoing By-Laws constitute the By-Laws of the Association, as amended, in force as of this date.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 3rd day of March, 1994.


Kenneth A. Ryan, Secretary

c:\CORP\JDF\glenmod.By1



STATE CORPORATION COMMISSION

Richmond, December 8, 1993

This is to Certify that the certificate of incorporation of

GLENWOOD MEWS HOMEOWNERS ASSOCIATION

*was this day issued and admitted to record in this office
and that the said corporation is authorized to transact its business
subject to all Virginia laws applicable to the corporation and its
business. Effective date:*

December 8, 1993



State Corporation Commission

William J. Bridge

Clerk of the Commission

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

the foregoing is a true copy of all documents constituting the charter of GLENWOOD MEWS HOMEOWNERS ASSOCIATION.

Nothing more is hereby certified.



Signed and Sealed at Richmond
on this Date: December 08, 1993

William J. Bridge
William J. Bridge, Clerk of the Commission

ARTICLES OF INCORPORATION OF
THE GLENWOOD MEWS HOMEOWNERS ASSOCIATION

In compliance with the requirements of the Commonwealth of Virginia, the undersigned, all of whom are residents of Virginia and all of whom are of full age, having this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is the Glenwood Mews Homeowners Association, hereafter called the "Association".

ARTICLE II

The principal and registered office of the Association is located at 10521 Judicial Drive, Suite 204, Virginia 22030 in the City of Fairfax.

ARTICLE III

James D. Fullerton, is a resident of Virginia and a member of the Virginia State Bar, whose address is 10521 Judicial Drive, Suite 204, Fairfax, Virginia 22030, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for

which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Glenwood Mews Subdivision, as the same is duly platted and recorded among the land records of the County of Fairfax, Virginia.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Fairfax County Circuit Court and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct to the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell,

lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Virginia by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenant of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

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 (as defined in the Declaration), 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 either of the following events, whichever occurs earlier:

(a) thirty (30) days after the total votes outstanding

in the Class A membership equal 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 VII

BOARDS OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors initially consisting of three (3) directors whose names and addresses are hereinafter listed. Commencing with the first annual meeting of the Association, the Board shall consist of an uneven number of not less than three (3) nor more than nine (9) directors. The number of directors shall be determined by a vote of the members at the first annual meeting of members, and the number of directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; provided, however, that (a) the limitations of this Article shall continue to apply and (b) no such change shall operate to curtail or extend the term of any incumbent director. The directors need not be members of the Association. The number of directors may be change by amendment of the By-Laws of the Association. The name and addresses of the persons who are to initially act in the capacity of directors until the selection of their successors are:

Richard Rabil
5252 Lyngate Court
Burke, VA 22015

Kenneth A. Ryan
5252 Lyngate Court
Burke, VA 22015

Michael Kledzik
5252 Lyngate Court
Burke, VA 22015

At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and the remaining director(s) for a term of three (3) years; and at each annual meeting thereafter, the members shall elect a new director to each vacancy for a term of three (3) years.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

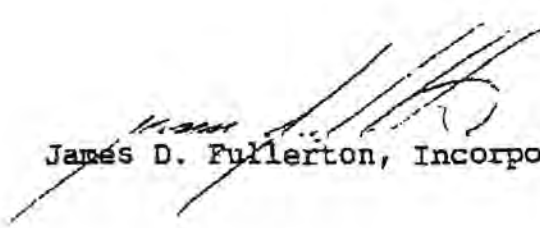
Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI

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.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, I, the undersigned constituting the incorporator of this Association, have executed these Articles of Incorporation this 3rd day of December, 1993.


James D. Fullerton, Incorporator

G:\CORP\JDF
glenwood.AOI

Glenwood Mews Architectural Review Committee
Policies & Guidelines
(Proposed revisions January 2006 to be presented at Annual Meeting)

I. Overview

- A. Purpose: The Glenwood Mews Homeowners' Association Architectural Review Committee (ARC) provides architectural guidelines to enhance and ensure the value and attractiveness of the Glenwood Mews community.
- B. Philosophy: An effective ARC administration is crucial to precluding misunderstandings and potential controversy among homeowners. Moreover, without a properly administered ARC, the homeowners' association and its members may suffer property value losses. In like manner, a prudent, fair, and visionary ARC can be a community asset--maintaining an attractive community appearance with high property values. This is why it is important for the ARC to convey an understanding of personal preferences, but yet a firm commitment to maintaining an attractive community and protecting property values.
- C. General Declaration: The guidelines described within this document are not all inclusive or exclusive. Rather, this document serves as a procedural guide and sets forth the standards for exterior alterations to dwellings or lots within the Glenwood Mews community. The ARC and the Board of Directors will utilize the guidelines stated within this document and the Glenwood Mews Homeowners' Association Documents to allow or disallow proposed modifications to lots or structures. The Glenwood Mews ARC and/or the Board of Directors may amend this document as necessary.

II. ARC Process for Evaluating Change Proposals

A. ARC Member Guidelines:

The ARC is comprised of a minimum of three (3) and a maximum of seven (7) persons. Members are appointed to the committee by the Glenwood Mews Homeowners' Association Board of Directors for two-year terms.

The ARC makes recommendations to the Board of Directors. The Board is then responsible for accepting or rejecting the ARC's recommendations.

A quorum must be present for the ARC to vote on a recommendation. Three (3) persons constitute a quorum.

All ARC members are eligible to vote. Recommendations are based on a simple majority. -- *Tie breaker*
- *Must* have all members vote--not *just a* quorum -- *OR*

If still tied, then member-at large (GMHOA board member) casts deciding ballot - *OR*-
Elevate to Board of Directors, if member-at-large has conflict of interest and cannot ethically vote.

- **ARC members are not permitted to cast a ballot for their own item submission.**

III. Steps for Requesting Change Approval:

1. Submit formal letter and request for alteration form (see attachment) to association's management agency in person or by certified mail (return receipt requested).
2. Homeowners should supply as much supporting documentation as possible to allow the ARC to make a well-informed decision regarding the request.
 - Supporting documentation may include:
 - Graphic descriptions or designs of the requested modification
 - Description of materials
 - Color schemes proposed
 - Copy of the lot showing the relation to lot boundaries, if applicable
 - Copy of builder's drawing depicting the location of alteration
 - The more thorough the supporting documentation furnished, the easier it is for the ARC to make a positive recommendation.
3. All requests must be disposed by the Board of Directors and ARC within 7 calendar days from date of receipt by the association's management agency. Action will be taken on each application as quickly as possible. Prompt responses will be given by either the management agency or the board. Failure for the applicant to receive a response or decision within 45 calendar days from the date of receipt by the association's management agency constitutes approval with the exception of specific prohibitions outlined in Section VI of these guidelines.
4. Residents are advised not to enter into legally binding agreements or contracts, nor obtain building permits without prior Board of Directors' approval for the requested alteration.
5. The association's management firm is responsible for sending the disposition letter to the homeowner outlining the Board of Directors' decision within three (3) work days following the decision.
6. Applicants may appeal an adverse decision by submitting the appeal in writing to the Board of Directors within 30 days following the initial ruling.
 - a. The Board may overturn a prior ruling with a two-thirds (2/3) majority vote of the members, as long as the members present constitute a quorum.
 - b. The Board of Directors will rule on appeals and notify the homeowner(s) within 60 days from receipt.

IV. ARC Review Criteria:

- ARC recommendations to the Board of Directors will be based on the following criteria:
 - Design compatibility (color, scale, appearance)
 - Workmanship
 - Materials
 - Impact upon neighbors

V. General Restrictions:

- No building, wall, fence, residence, projection, or other structure (whether temporary or permanent in nature) shall be commenced, erected, maintained, improved, or altered without prior written approval from the Glenwood Mews Homeowners' Association Board of Directors following concurrence by the ARC. In addition, no excavation, grading, tree removal/planting, residence exterior color change, or other actions which alter the exterior appearance of a residence or lot may be performed without written approval from the Board of Directors after consent by the ARC. (See Section VII for exceptions.)

VI. Specific Prohibitions:

- Alterations performed without prior ARC and Board of Director's approval, other than those specifically approved in Section VII.
- Modifications made without proper approval from code authorities with jurisdiction
- Fence types other than those constructed by the original builder.
--No front fences are permitted.
- Permanent pools are not permitted.
- Storage buildings & sheds are not allowed. (See Section VII for an exception.)
- Clotheslines are not permitted.
- No laundry (clothing, bedding, etc.) may be aired or dried on any external part of the dwelling unit.
- ~~—Awnings are prohibited.~~
- No animals, livestock, poultry, or reptiles of any kind shall be raised, bred, or kept on any lot or common area. The only exceptions are a dog, cat, or other household pet. However, these household pets may not be used for commercial purposes. Moreover, any such pets causing Property damage or unreasonable disturbances shall be permanently removed from the property after the owner(s) receive written notice from the board of directors. Under no circumstances are pets allowed to roam freely in the community, including common areas.
- No resident may hang or affix a sign, radio, or television antenna to any part of their residence structure or property without prior approval from the Board of Directors. The exceptions are temporary real estate signs no more than four (4) feet in total area advertising the residence for sale or rent.
- All non-recyclable trash and garbage for disposal must be contained in a sealable container (trash can) per Fairfax County code. The purpose of this containment is to deny animal access and preclude winds from displacing the contents. Trash bins and recycling containers are not permitted to remain in public view, except on days of collection.
- No junk vehicles, house/camping trailers, boats, or any truck greater than 1/2 ton in size shall be kept on any lot, common area, or parking area.

- Residents may not store building materials in public view (including piles of dirt or mulch) for more than 10 calendar days.
- No postings or advertisements are allowed. However, advertisements may be submitted to the Glenwood Mews newsletter committee for publication.
- There shall be no obstruction of the Common Area without the prior consent of the Board. No waste shall be left in the Common Area.

VII. Alterations That Can Be Performed Without an Approval Request:

- Full view storm doors (glass panel design straight line edges without ornamentation).
 - Door frame/glass panel border shall be almond, off-white or match front exterior door color.
- Front door kick-plates shall be standard size of polished brass.
- Flagpoles must not exceed six (6) feet in length and must be attached at an incline to the front side wall or front entrance pillar. Only one flagpole may be attached to each home without specific approval.
- Original exterior light fixtures may be replaced as long as they are compatible in style and scale with the existing fixtures and dwelling unit.
 - No exterior lighting may be directed outside the dwelling unit property line. All wiring must be concealed.
- Front exterior light bulbs must all be clear or white in color. Bug lights are permitted in the residence rear only.
- Residents may plant flowers and shrubs within existing front yard and/or side yard mulch beds (planters) and anywhere within the fenced back yard.
- Back yard landscaping is permitted as long as it does not impact surrounding neighbors' view, use/encroach upon neighbor's back yard, or change the drainage plan.
- Landscaping borders must not exceed six (6) inches in height.
- Small storage units are permitted in the homeowner's fenced back yard. Units must not be visible from outside the fenced back yard when viewed at ground level, and must be fully contained within the back yard fence.
- Burglar bars are permitted on the ground (first) floor only. They must be of simple design and be painted black or painted to match the house trim or siding.
- Replacements for worn or damaged townhouse address numbers must be consistent in style and color with the original builder's design.

- Holiday Decorations

- External holiday decorations may be displayed four (4) weeks prior to the holiday and no later than three (3) weeks following the holiday. Decoration light bulbs may be any color.

VIII. General Standards for Alterations Requiring Submission for Approval

A. Decks

- Decks are allowed in the dwelling rear *only* and they are not permitted to extend beyond unit width. Front and side locations are not allowed.
- Decks may either be level with the second floor (main front entrance) or be at ground level (first floor). Ground level decks must not be visible from outside the resident's privacy fence when viewing from ground level.
- Privacy fences between decks are not permitted.
- Second level deck dimensions must be at least *16 feet long* (parallel to dwelling rear) and *10 feet wide* (measured perpendicular to the dwelling rear).
- Building permits are required by law for all deck construction.
- All deck plans shall be submitted to the ARC (via the management agency) for disposition.
- All deck lumber must be pressure treated and manufactured for use in outdoor locations.
- Fasteners and nails must be suitable for external applications.
- Deck color may only be natural. In addition, to ensure consistent appearance, only clear, non-colored or honey colored wood protectors and sealers will be approved.

B. Fences

- Fence replacement and fence side extension (end units only) are permitted as long as construction is of the same original style furnished by the builder. Note: Fence extension requires a building permit.
- All fence lumber must be pressure treated and manufactured for use in outdoor locations.
- Fasteners and nails must be suitable for external applications.
- Fence color may only be natural. Moreover, to ensure consistent appearance, only clear, non-colored or honey colored wood protectors and sealers will be approved.

C. Fish Ponds

- Although permanent pools are prohibited, fish ponds and water gardens are permitted in fenced-in backyards only.

D. Awnings

- Awnings covering a *back deck only* are permitted as long as they are of retractable arm design to preserve the overall aesthetics of the home and housing area. Retractable arm can be motorized or manual. All other awning locations are prohibited.
- Awning fabric must be a solid white or off-white color. No other colors are allowed.

- Awning support system color must match the siding or trim of the house.

IX. Walkthroughs

Members of the ARC and an association management agency representative will conduct a walkthrough of the association property at least ~~every 3 years~~ two times per year. The walkthrough will be to inspect individual owners' structures and property to ensure compliance with ARC guidelines and procedures. The management agency will send a follow-up letter to owners whose structures and/or property are found in violation.

Glenwood Mews Homeowners Association, Inc.

c/o Koger Management Group, Inc. 4105 Rust Road
Fairfax VA. 22030
Fax (571) 432-5788

March 1, 2007
Jim] Strickland
President, Glenwood Mews Homeowner's Association
5609 Belleau Woods Lane
Alexandria, Virginia 22315

SUBJECT: PARKING REGULATIONS AND PROCEDURES

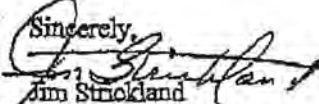
Dear Neighbor,

Enclosed is the approved Parking Regulations and Procedures. The Board of Directors reviewed ~~all the homeowners comments and took them into consideration when revising~~ the original draft. We appreciate your participation.

Now that we have these approved regulations, all residents parking in the Visitor parking spaces should make arrangements to remove their vehicles by April 2, 2007. Enforcement procedures will take effect after that time and residents will be warned, fined, and finally towed at owner's expense, if they do not comply with the set policy.

We want a policy in place that meets the needs of our residents. To that affect, we adjusted the document to include permitting vehicles in driveways to extend over the sidewalk. Currently the HOA Board is exploring the option to lease several of the visitor spaces to residents with shorter driveways. This would be done via lottery system and the revenue generated would be used for capital improvements.

The Board also is pursuing county approval to add five spaces adjacent to existing visitor spots. Again, thank you for your comments and suggestions as we drafted this document.

Sincerely,

Jim Strickland

GLENWOOD MEWS HOMEOWNERS ASSOCIATION ADMINISTRATIVE
RESOLUTION 00-01

(PARKING REGULATIONS AND PROCEDURES)

WHEREAS, the Bylaws, Article IV, Section 1 states: The affairs of this Association shall be managed by a Board of Directors;

WHEREAS, the Bylaws, Article VII, Section 1. (a) states: The board is empowered to adopt and enforce a set of rules and regulations;

WHEREAS, hereinafter Glenwood Mews Homeowners Association will be referred to as "the Association";

WHEREAS, hereinafter the term "homeowner" shall be construed to mean the legal occupant of a unit;

WHEREAS, the Bylaws, Article II, Section 3 states: Each Owner or Owners are entitled to the regular use of not more than two automobile parking spaces, as near and convenient to their lot as reasonably possible;

WHEREAS, the Fairfax County zoning ordinance, Article 11, requires that attached single family dwellings shall have 2.3 spaces per dwelling provided;

WHEREAS, there are 45 townhouses with garages and driveways, hereinafter referred to as "units with garages," and 17 townhouses without garages and driveways, hereinafter referred to as "units without garages," constituting Glenwood Mews.

WHEREAS, the Fairfax County zoning ordinance, Article 11, allots a total of 143 parking spaces within the community, plus an additional 6 other parking spaces for a total of 149 parking spaces;

WHEREAS, the Fairfax County zoning ordinance, Article 11, excludes garage spaces from townhouse unit living areas;

WHEREAS, unobstructed access over common ground, by way of paved driveway, from the property line to the street, is hereby guaranteed to each townhouse unit; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors by adoption of this Resolution enacts the following Policy and Procedures for the *Enforcement* of Parking Regulations and Procedures:

1. Each lot will be permanently assigned parking spaces in the following manner: Units with garages shall have two parking spaces: the first being the attached garage (45 total parking spaces) and the second being the 17' of driveway between the garage and the street (45 total parking spaces); for a total of 90 of the available 149 parking spaces. Units without garages shall have two parking spaces: two numbered spaces per unit in the common area (34 of the available 149 parking spaces).

2. The 25 remaining parking spaces not assigned to a townhouse unit shall be designated "Visitor" spaces, the use of which shall be set forth in this Resolution.

3. Homeowners shall have exclusive right to the use of the driveway that proceeds on common grounds between their lot line and the street, if such driveway extends beyond the property line, without further consideration or intrusion, except that maintenance of said driveway shall be the responsibility of the homeowner that enjoys exclusive right of use of the driveway,

4. No homeowner may permit any vehicle of theirs, their family, housemates, guests, visitors, co-owners, employees, tenants, or assigns to be parked in such a manner that any part of the vehicle extends into the travel lanes or on or over any grass area.

5. No homeowner may permit any vehicle of theirs, their family, housemates, guests, visitors, co-owners, employees, tenants, or assigns to be parked in such a manner that any part of the vehicle extends on or over any part of a Fire Zone.

6. Parking spaces marked "Visitor" shall be reserved for the use of bona fide visitors. A visitor shall be defined as any person who is not a resident. A resident is a person or persons who reside for more than fourteen (14) consecutive days in a townhouse subject to the jurisdiction of the Association. If a person or persons remains overnight for more than 14 consecutive days in a row in a townhouse subject to the Bylaws of Glenwood Mews Homeowners Association, that person or persons shall be deemed to be resident(s) subject to the rules of the Association and will not be eligible to park in spaces marked "Visitor".

7. Homeowners may certify a person or persons as bona fide visitors of more than 14 days by writing to the Board of Directors, via the Association Management Agent, and setting forth the estimated arrival and departure dates of the visitor. The Board shall grant extended visitor parking privileges for the duration of their stay, without further action by the homeowner. If the visitor's stay extends more than 7 days beyond the initial estimated date of departure, the homeowner shall petition the Board of Directors, in writing, via the Association Management Agent, for an extension to the visitor's parking privilege. The Board of Directors shall grant the visitor the extension without further action.

8. Exceptions to Rule 7 will be considered on a case-by-case basis by the Board of Directors.

9. The Board of Directors delegates enforcement of these parking regulations to the Association's Management Agent and/or a committee of homeowners and/or a towing enforcement company empowered by the Board of Directors in accordance with the governing documents of the association. The Association, or its designee, may take steps necessary to ensure compliance with these regulations including, but not limited to posting signs and notices, delivering leaflets to offenders at their home or vehicle, levying fines, or by taking physical enforcement action such as: booting or towing vehicles found to be in violation of these regulations. The Association may seek reimbursement for all enforcement activities from the homeowner that causes execution of the aforementioned procedures.

10. Any Homeowner who violates, or allows his/her family, housemates, guests, visitors, co-owners, employees, tenants, or assigns to violate, any of the provisions of this

Resolution shall be determined to be in violation of this resolution and may result in a penalty assessment of not more than 50 percent of the current monthly membership assessment for each infraction per calendar day or any fraction thereof, of the infraction. Each individual vehicle shall be considered a separate infraction.

11. If any portion of this resolution is rendered unenforceable, the remainder of this resolution remains in full force and effect.

GLENWOOD MEWS HOMEOWNERS ASSOCIATION ADMINISTRATIVE
RESOLUTION 00-01

(PARKING REGULATIONS AND PROCEDURES)

1 Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	<u>John Smith</u>
2 Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	<u>Travis Jeffell</u>
3 Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	<u>Mike Balas</u>
4 Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	<u>Susan L. Hayden</u>
5 Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	<u>Mark L. Jones</u>

With a quorum of Board of Directors present, Resolution 00-01 has been adopted.

ATTEST:

CERTIFIED BY:

Travis Jeffell
Secretary of the Association

John Smith
President, Board of Directors

March 1, 2007
Date

March 1, 2007
Date