

SCHEDULE A
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

R. J. L, ASSOCIATES, INC., a Virginia Corporation, the Declarant, is the owner of certain property in the County of Fairfax, Commonwealth of Virginia, which is more particularly described on the attached Plat.

NOW, THEREFORE, Declarant hereby declares the Property shown on the subdivision plat 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 real estate property and be binding on all parties having any right, title or interest in the described properties 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 OAK MARR COURTS HOMEOWNERS ASSOCIATION, INC., a Virginia Corporation, 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 Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "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.

*R 67. 70 : Guelin, Spetters & McNeill
16380 MARSH ST.
FAIRFAX, VA.*

Section 4. "Common Area" shall mean and refer to 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 on the plat, a copy of which is attached hereto. ("Common Area" includes private roads, sidewalks and the wet pond).

Section 5. "Lot" shall mean and refer to the Lots in OAK MARR COURT Subdivision as shown upon the recorded subdivision plat, with the exception of Common Area.

Section 6. "Declarant" shall mean and refer to R. J. L. ASSOCIATES, INC., a Virginia Corporation, its successors and assigns, if such successors or assigns acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. 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 Common Area;

(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 the Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate 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 agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Notwithstanding the other provisions of this Declaration, all right, title and interest in and to the Common Area shall be subject to the provisions and requirements of the lawful ordinances of the County of Fairfax, Virginia, existing on the date of this Declaration.

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 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 cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to four (4) 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) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on November 1, 1995.

ARTICLE IV

EASEMENTS

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the intentional or unintentional placement by Declarant or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. In no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

Section 2. Easements for Utilities. There is hereby reserved to the Association or declarant blanket easements upon, across, above and under

all property within the Community for access, ingress, egress, installation, repairing, replacing and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to serve the community, or for maintaining private streets or common area.

Section 3. Easement for Entry. An owner or his agents shall have an easement to enter upon adjacent properties from time to time to the extent reasonably necessary to perform maintenance work and repairs on the Owner's fences or unit, such as caulking, painting, repairing gutters and downspouts, replacing siding, etc.

ARTICLE V

PARTY WALLS AND PARTY FENCES

(a) General Rules of Law to Apply. Each wall or fence built as a part of the original construction of the Lots which shall serve and separate any two (2) adjoining Lots shall constitute a party wall or fence ("a party wall or fence" shall not include a wall or fence which is part of one unit and is not shared) and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

(c) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions 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.

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

(e) Arbitration. In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and among all of the Lots which are benefitted according to the benefit received.

(d) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of

Assessments. The 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 the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property 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 assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvements and maintenance of the Common Area and improvements thereon, private drives and the wet pond.

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 Twenty Dollars (\$20.00) 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 shall not exceed \$250.00 per lot without a vote of the membership.

(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 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.

Section 4. Special Assessments for Capital Improvements. In addition to the annula 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 part or in whole, 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 4-A. Notwithstanding any other provisions contained herein, the assessments for the Class B members will be as set forth hereinbelow; provided the Declarant funds all budget deficits and maintains the Common Area at no cost to the Homeowners Association:

Full assessments established herein on any dwellings for which a Residential Use Permit has been issued.

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 thirty (30) days nor more than sixty (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.

Section 6. Uniform Rate of Assessment; Addition of Lots 1-7, Section 1-A. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Provided that this shall not apply to the owners of Lots 1-7, Section 1-A, Oak Marr Courts who may become members of the Association upon written request therefor having all rights and privileges thereunto appertaining, upon payment of twenty-five per cent (25%) of the annual assessment charged to owners.

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 monthly 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 monthly 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 twelve percent (12%) per annum. The Association may bring action at law against the Owner personally obligated to pay the same, or bring an action at law 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 VII

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, material 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 desig-

nated 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. The Declarant does not have to meet the requirements of the Architectural Control provisions.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the 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. Amendment. The Covenants and restrictions of this Declaration shall run with 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. No amendment shall be effective unless the amending instrument is signed by at least one Lot Owner who is a Class

A member. Any amendment must be recorded.

Section 4. Annexation. (a) Within twenty-one years from the date of this Declaration, additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; (b) Additional Land, however, may be annexed by the Declarant without the consent of members within five (5) years from the date of this instrument.

Section 5. Consent of Veterans Administration and Federal Housing Authority. Notwithstanding anything to the contrary contained herein and provided that any lot in the project is then encumbered by a deed of trust or mortgage which is guaranteed by the Veterans Administration or Federal Housing Authority and, provided, further, that there are then Class B memberships of the Association outstanding, neither the members, the Board of Directors, nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Veterans Administration and the Federal Housing Authority.

(a) abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas and community facilities; provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the Bylaws of the Association.

Section 6. Restrictive Covenants. The restrictive covenants

attached hereto as Schedule B shall run with the land and be binding upon all owners, their heirs, successors and assigns.

declaration/subdiv

SCHEDULE B
 RESTRICTIVE COVENANTS
 OAK MARR COURTS SUBDIVISION
 SECTION ONE-B

WHEREAS, for the purpose of protecting purchasers of residential lots in the above-described subdivision (hereinafter referred to as the "Subdivision") from depreciation in value of their property, and to enhance and protect the value, desirability and attractiveness of the real property in said Subdivision and facilitate the profitable sale of lots therein, the Declarant, R. J. L. Associates, Inc., a Virginia Corporation, does hereby establish and impose upon all lots in said Subdivision the following protective restrictions and covenants to be observed and enforced by said Declarant, as well as by all purchasers of improved and/or unimproved land in said Subdivision, to-wit:

FIRST: It is the intent of the Declarant, as the present owner of the above-described Subdivision, that a dignified and high-quality residential subdivision shall be developed and maintained. It is, therefore, required that the standard of architectural design, material and workmanship of all houses and other improvements in said Subdivision be of the highest order, and that the site planning, building and landscaping thereof result in a carefully executed and harmonious effect. To such ends, the restrictions and covenants herein contained are by these presents imposed upon all land in the Subdivision.

SECOND: The land in the above-described Subdivision, and any and all lots now or hereafter subdivided or created therein by Declarant, its successors or assigns, shall be used solely for, and shall be known and described exclusively as, residential dwelling lots. The Declarant,

R. J. L. Assoc.

however, for itself, its successors and assigns, does hereby reserve the right to alter, amend and/or change any line or lines or subdivision plan, pursuant to a recorded plat of subdivision or resubdivision, and to erect and/or operate on any lots in the Subdivision, churches or other places of worship, public schools, public parks, community swimming pools, tennis courts or other recreational facilities, all as Declarant, its successors or assigns, deem appropriate.

THIRD: No buildings, structures or other improvements shall be erected, altered, placed, constructed, or permitted to exist on any lot in said Subdivision other than one single-family dwelling house on each such lot not to exceed two and one-half stories above grade, except as otherwise herein provided. Provided that such a dwelling has been erected on such lot, there may also be erected on such lot a private garage for not more than two (2) automobiles and/or one (1) single-story accessory building of not more than one hundred (100) square feet in gross floor area for use solely by the occupant of said lot for storage purposes. Provided, however, that no house, garage, terrace, fence, wall, alteration or other building, structure, improvement or appurtenance of any description shall be commenced, erected or maintained on any of the lots in said Subdivision until all plans and specifications therefor, and the plot plans showing the location of the proposed work and any change or alterations in existing grade and trees thereon, shall have been submitted to and approved in writing by the Declarant, or the successors or assigns of Declarant designated by Declarant as possessing the right to approve same. A copy of all plans, specifications and plot plans as finally approved shall be permanently lodged with the Declarant, or with its designated

successors or assigns, and said plans and specifications shall (if approved) be abided by the erection of such building, structure or other improvements. Any approval or disapproval of Declarant as required in this instrument shall be in writing signed by the Declarant or such persons as Declarant may in writing designate from time to time. In the event Declarant or its designee fails to give such approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, such approval will not be required.

FOURTH: No residence or any part thereof in the Subdivision, nor any garages or other structures or outbuildings on any lot in said Subdivision, shall be used for the conduct or practice of any business, commerce, profession or trade of any nature; and no chickens, or other fowl, cows, horses, pigs or other livestock or animals (other than domestic cats or dogs and other domesticated household pets) shall be kept or maintained on any part of said Subdivision, or on any structures or other improvements situate herein; and no dogs, cats or other animals of any nature shall be bred therein or thereon and/or sold for commercial purposes.

No exterior television or radio antennas and/or satellite dishes shall be permitted.

FIFTH: No construction shed or construction office shall be permitted to remain on any lot in said Subdivision except incidental to, and in connection with, bona fide construction of permanent improvements pursuant to building permits actually issued by governmental authorities having jurisdiction, and any such construction shed or office must be removed from said lot not later than two (2) months after cessation of build-

ing operations. For purposes hereof, "building operations" shall be deemed to have ceased when the owner of the lot on which such construction shed or office is located has not, within two (2) months, performed or caused to be performed in good faith any actual construction or improvements on such lot or on a lot contiguous thereto.

SIXTH: No noxious or offensive activity of any nature shall be carried on upon any lot in the Subdivision, nor shall anything be done or placed thereon which may be or become an annoyance or nuisance to the neighborhood. Property owners in the Subdivision shall, at all times, maintain their property in good repair and in a state of neat appearance. Refuse, trash, garbage and debris, or containers therefor, shall not be stored or placed on any property where they will be visible from any street. Trash, refuse, leaves and other waste materials shall be stored in sanitary containers and shall not be burned in said Subdivision, and incinerators manufactured or designed for the burning of trash, garbage or waste materials shall not be placed or operated on any part of any lot in the Subdivision. No commercial or industrial vehicles (including, but not limited to, moving vans, trucks of any kind, tractors, trailers, construction vehicles or equipment, buses, farm machinery or equipment) shall be regularly or habitually parked or permitted to remain in front of, on or adjacent to any property in the Subdivision (except, as to construction equipment, in connection with bona fide construction of improvements in said Subdivision, and in such case, subject to the same restrictions imposed upon construction sheds and offices in Article SIXTH hereof). Except for flower gardens, shrubs, trees, vegetable gardens and other ordinary uses of yards for private dwellings and facilities normally appur-

tenant thereto, all open lot areas in the Subdivision shall be maintained as grass-covered lawns which shall be neatly maintained but without any other requirements.

SEVENTH: No sign, signs or other forms of advertising of any nature shall be displayed on any lot in the Subdivision except for usual address signs, and excepting for one (1) sign not to exceed four feet (4') in any dimension advertising the property for sale or rental, or advertising the name of a builder during the course of bona fide construction on such lot.

EIGHTH: The Declarant, for itself and its successors and assigns, hereby reserves the right to install required public utilities over, under and across the front, side or rear yard building restriction lines of each lot in the Subdivision for a period of five (5) years from the date of original sale by Declarant of each such lot. In such case, Declarant, or its successors or assigns, after the making of such installation, shall immediately restore the surfact of the lots affected by such installation to its condition prior thereto. An easement is hereby reserved for such installation.

NINTH: All of the above restrictions shall run with and bind the land in said Subdivision for a period of twenty (20) years from the date the Declaration is recorded unless otherwise herein specified, and thereafter shall automatically be renewed for periods of twenty (20) years as specified in Article VI, Section 3 of the Declaration of Restrictive Covenants. The undersigned Declarant, as the present most interested party in maintaining the high quality development which by these covenants is sought to be insured for the land hereby restricted, hereby expressly reserves unto itself (so long as these restrictions are in effect) and to

successors and assigns designated by it, the absolute, unqualified right to waive or alter from time to time such of the above restrictions as it may deem best, as to any one or more of the lots in said Subdivision, which waiver or alteration shall be evidenced by the mutual written consent of the Declarant (or its designated successors and assigns) and the then owner or owners of the land as to which some or all of said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded among the land records of Fairfax County, Virginia.

TENTH: Enforcement of the restrictions herein contained shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant hereof, which proceedings may be either to restrain such violation or to recover damages, or both; and such proceedings may be brought or prosecuted by Declarant, its successors or assigns, and/or by any person or persons owning any real property in the aforesaid Subdivision.

ELEVENTH: Invalidation of any of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions hereof; and in such event the remaining provisions of this instrument not so invalidated shall be and remain in full force and effect.

restrictions/subdiv

with plat attached

RECORDED W/CERTIFICATE ANNEXED

1905 DEC -9 PM 1:27

FAIRFAX COUNTY, VA.

TESTE: *[Signature]*
CLERK