

THIS DEED OF SUBDIVISION, DEDICATION and DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, Made and entered into this 30th day of May, 1979, by and between PAR CONSTRUCTION CORPORATION, a Virginia corporation, party of the first part; FAIRFAX CLUB ESTATES HOMEOWNERS ASSOCIATION, a Virginia nonstock, nonprofit corporation, party of the second part; and FAIRFAX COUNTY WATER AUTHORITY, a body corporate and politic, party of the third part.

\*\*\* WITNESSETH \*\*\*

WHEREAS, the party of the first part is the owner of the hereinafter described property, having acquired the same (together with other property) by Deed recorded just prior hereto among the land records of Fairfax County, Virginia.

WHEREAS, the party of the first part desires to subdivide the hereinafter described property into lots, streets and open space as set forth on the plat attached hereto and made a part hereof, and to create and establish the easements as shown on said plat.

WHEREAS, the party of the second part joins in this instrument for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the said party of the first part hereto being the sole owner and proprietor and only party having any interest in the hereinafter described property, does hereby subdivide all that certain parcel of land, lying and being in Annandale Magisterial District, Fairfax County, Virginia, more particularly described as follows:

BEGINNING at a point on the Easterly R/W line of Ox Road (Route #123), said point marking the Southwesterly corner of Claude A. Thompson; thence with the Southerly boundary of Thompson S 83° 29' 09" E, 672.55 feet to a point marking the Southwesterly corner of Lot 254, Section Six, Middleridge; thence with the Southerly boundary of Section Six, Middleridge N 75° 28' 51" E, 474.00 feet to a point; thence departing Section Six, Middleridge and running through the property of Par Construction Corporation the following courses: S 26° 56' 00" E, 221.20 feet; S 55° 50' 05" W, 56.38 feet; S 17° 01' 29" W, 148.00

feet; with a curve to the left whose radius is 935.00 feet (and whose chord is N 74° 15' 45" W, 42.00 feet) an arc distance of 42.01 feet; S 14° 27' 02" W, 105.00 feet; N 82° 18' 23" W, 62.14 feet; S 87° 30' 21" W, 110.32 feet; S 73° 43' 54" W, 59.34 feet; S 66° 26' 14" W, 129.49 feet; N 51° 13' 35" W, 22.63 feet S 67° 41' 57" W, 139.05 feet; N 22° 18' 03" W, 20.30 feet; with a curve to the left whose radius is 1037.76 feet (and whose chord is N 22° 33' 22" W, 9.24 feet) an arc distance of 9.24 feet; S 67° 11' 19" W, 103.54 feet and S 82° 16' 51" W, 50.00 feet to a point on the Easterly boundary of John Clement Hamill; thence with the Easterly and Northerly boundary of Hamill N 07° 43' 09" W, 152.00 feet and N 84° 31' 39" W, 283.87 feet to a point on the Easterly R/W line of Ox Road; thence with the Easterly R/W line of Ox Road N 20° 28' 01" W, 80.06 feet and N 17° 16' 16" W, 302.06 feet to the point of beginning, containing 10.188848 Acres of land.

AND BEGINNING at a point marking the intersection of the Northerly R/W line of Southern Railroad and the Easterly R/W line of Ox Road (Route #123); thence with the Easterly R/W line of Ox Road N 02° 20' 16" W, 290.78 feet and with a curve to the left whose radius is 2949.79 feet (and whose chord is N 02° 32' 32" W, 21.07 feet) an arc distance of 21.07 feet to a point; thence departing Ox Road and running through the property of Par Construction Corporation the following courses: N 87° 15' 11" E, 108.99 feet; S 71° 29' 07" E, 350.00 feet; with a curve to the left whose radius is 3090.38 feet (and whose chord is S 78° 51' 37" E, 793.38 feet) an arc distance of 795.58 feet; S 86° 14' 07" E, 196.00 feet; with a curve to the left whose radius is 3256.59 feet (and whose chord is S 89° 44' 59" E, 399.25 feet) an arc distance of 399.50 feet; N 86° 44' 10" E, 257.70 feet; with a curve to the right whose radius is 43,138.17 feet (and whose chord is N 87° 08' 04" E, 599.99 feet) an arc distance of 599.99 feet; N 87° 31' 59" E, 426.01 feet and with a curve to the left whose radius is 1676.61 feet (and whose chord is N 81° 10' 20" E, 371.50 feet) an arc distance of 372.26 feet to a point on the Westerly boundary of Crestwood Construction Corporation; thence with the Westerly boundary of Crestwood Construction Corporation S 17° 48' 40" W, 168.00 feet to a point on the Northerly R/W line of Southern Railroad; thence with the Northerly R/W line of Southern Railroad the following courses: S 87° 31' 47" W, 795.31 feet; with a curve to the right whose radius is 5606.49 feet (and whose chord is S 88° 46' 39" W, 244.16 feet) an arc distance of 244.18 feet; S 36° 51' 21" E, 99.62 feet; with a curve to the right whose radius is 5686.49 feet (and whose chord is N 88° 24' 23" W, 430.84 feet) an arc distance of 430.95 feet; N. 86° 14' 07" W, 1703.69 feet and with a curve to the left whose radius is 1950.08 feet (and whose chord is S 89° 30' 31" W, 289.46 feet) an arc distance of 289.72 feet to the point of beginning, containing 11.97105 Acres of land, which shall be conveyed to the Fairfax County Board of Supervisors (hereinafter referred to as "Parcel A").

Both parcels containing an aggregate of 22.15953 Acres of land.

The party of the first part does now subdivide all that certain parcel of land situate in Annandale Magisterial District, Fairfax County, Virginia, more particularly described by a plat made by Dewberry, Nealon & Davis, which is attached hereto and made a part hereof, into building lots, and streets, as shown on the said attached plat, which is duly approved by the appropriate officials of the County of Fairfax, Virginia, the said subdivision being designated as, "Fairfax Club Estates, Section One, Annandale District, Fairfax County, Virginia", and the party of the first part does hereby dedicate to public use the streets as shown on said plat and create and establish the easements as indicated on said plat.

This dedication is made with the free consent and desire of the owners of said property, and is in accordance with the Statutes of Virginia and the ordinances in force in the County of Fairfax, Virginia, governing the platting of land and is approved by the proper authorities as is evidenced by the endorsements on the attached plat by the proper officials of such approval.

The party of the first part does now subdivide all that certain parcel of land situate in Annandale District, Fairfax County, Virginia, more particularly described by metes and bounds as follows:

Beginning at a point marking the Southeasterly corner of Lot 246, Section Six, Middleridge, said point being on the Southwesterly line of Section Four, Middleridge, thence with the Southwesterly line of Section Four, Middleridge S 36° 51' 21" E, 493.00 feet to a point; thence departing Section Four, Middleridge and running through the property of Par Construction Corporation the following courses: S 34° 19' 28" W, 240.35 feet; S 45° 36' 23" W, 261.69 feet; N 66° 38' 18" W, 67.07 feet; S 66° 01' 31" W, 174.85 feet; N 69° 02' 03" W, 114.59 feet; N 39° 48' 20" W, 39.05 feet; N 13° 20' 55" W, 121.28 feet; N 09° 26' 11" E, 76.72 feet; N 80° 33' 49" W, 17.42 feet; N 14° 27' 02" E, 105.00 feet; with a curve to the right whose radius is 935.00 feet (and whose chord is S 74° 15' 45" E, 42.00 feet) an arc distance of 42.01 feet, N 17° 01' 29" E, 148.00 feet; N 55° 50' 05" E, 56.38 feet and N 26° 56' 00" W, 221.20 feet to a point on the Southerly boundary of the aforementioned Section Six, Middleridge; thence with the Southerly boundary of Section Six, Middleridge N 75° 28' 51" E, 368.11 feet to the point of beginning, containing 8.60665 Acres of land.

and shown on a plat made by Dewberry, Nealon & Davis, which is attached hereto and made a part hereof, into building lots and streets, as shown on said attached plat, which is duly approved by the appropriate officials of the County of Fairfax, Virginia, the said subdivision being designated as, "Fairfax Club Estates, Section

Two, Annandale District, Fairfax County, Virginia", and the party of the first part does hereby dedicate to public use the streets as shown on said plat and create and establish the easements as indicated on said plat.

This dedication is made with the free consent and desire of the owners of said property, and is in accordance with the Statutes of Virginia and the ordinances in force in the County of Fairfax, Virginia, governing the platting of land and is approved by the proper authorities as is evidenced by the endorsements on the attached plat by the proper officials of such approval.

The party of the first part does hereby grant to the County of Fairfax, Virginia, their agents, contractors and employees an easement on, over and across the common areas shown and designated on the attached plats for the purpose of performing any and all municipal functions, governmental or proprietary, which the County may find necessary or desirable to perform, including, but not limited to police and fire protection and trash removal, together with all other rights necessary for full enjoyment and use of the aforesaid easement. The terms and provisions of this easement shall extend to and be binding upon the successors and assigns of the party of the first part.

The party of the first part does grant and convey unto the Fairfax County Water Authority, its successors and assigns, the easement(s) and right(s) of way shown on the attached plat as "F.C.W.A. Easement" for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains, including fire hydrants, valves, meters, building service connections and other appurtenant facilities together with all rights and privileges reasonably necessary to the exercise of the easement and right of way, including but not limited to, the right to use abutting land adjoining the easement when necessary for actual construction and maintenance. All water mains and appurtenant facilities which are installed in said easement(s) and right(s) of way shall be or become (when accepted) and remain the property of the Authority, its successors and assigns.

The party of the second part hereby accepts the responsibilities and duties imposed upon it by the protective covenants and restrictions hereinafter set out.

The party of the second part further agrees and covenants to use the powers granted to it by this instrument and its corporate charter to preserve and promote good order, health, safety and the general welfare within the Properties.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to Fairfax Club Estates Home-owners 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 Properties, including contract sellers, but excluding those having such interest merely as 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.

Section 4. "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the owners. The Association will not own any Common Area within the Subdivision of Section One, Fairfax Club Estates, including Parcel A. It is anticipated that Declarant, although not obligated to do so, will subdivide adjacent real property into additional Sections of Fairfax Club Estates, making such property subject to the provisions of this instrument and including within such subdivided property Common Areas conveyed by Declarant to the Association.

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 and Parcel A.

Section 6. "Declarant" shall mean and refer to Far Construction Corporation, a Virginia Corporation, its successors and assigns if such successors or assigns should 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:

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(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the 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 his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association, in accordance with any then existing applicable laws or ordinances, 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 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 Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. 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 separate from ownership of any lot which is subject to assessment.

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

(a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member and provided further, that any person, group of persons or entity who holds such an interest in any area designated as Common Area shall not be a member on account thereof. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot, then the vote for the membership appurtenant to such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

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(b) The Class B member shall be the Declarant and shall be entitled to three (3) votes for each lot in which it holds the interest otherwise required for Class A membership; provided, however, that each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) when the total outstanding votes in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) On May 31, 1984.

Section 3. Nonmember Use of Common Area. The Association may from time to time extend the use of the Common Area, or any part(s) thereof, to persons other than those owning or occupying Lots, for such fees or consideration as may from time to time be determined by the Association, provided, however:

- (i) that such use of the Common Area shall not be extended to the general public but only to those persons owning or occupying lots in subdivisions in the immediate vicinity of the Properties; and
- (ii) that each person to whom such use is extended in no manner shall be deemed to own any portion of the Common Area.

ARTICLE IV - COVENANT 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 to 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 attorney's 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 attorney's 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 Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare

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of the residents in the Properties and for the improvement and maintenance of the Common Area.

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 <sup>per year</sup> ~~\$100.00~~ per Lot, for Class A members; and Class B members agree to pay to the Association annual assessments or charges at a rate of 25% of the Class A members' assessment, for the cost of maintenance and improvements for the Common Area owned by the Association.

(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 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 above 5% 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 purposes of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. At the first such

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meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all 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. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis, bi-monthly, quarterly or yearly.

Section 7. Date of Commencement of Annual Assessment: 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 by Declarant to the Association. 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 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 nonuse of the Common Area or abandonment of his Lot.

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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 proceedings 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 - JOINT DRIVEWAYS

Section 1. Joint Driveways. Any driveway which is built or installed as part of the original construction upon any Lot, and which is situated on the dividing line between Lots or partly on one Lot and partly on another Lot or other Lots, shall constitute a joint driveway for the equal and common use and benefit of the Owners of any Lots which it is reasonably designed to serve, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding joint driveways and of liability for property damage due to negligent or willful acts or omissions regarding the same shall apply thereto.

Section 2. Repair and Maintenance. The cost of reasonable repair and maintenance of any joint driveways shall be shared by the Owners who make use of the same in equal amounts.

Section 3. Damage or Destruction. In the event any joint driveway is destroyed or damaged, any Owner who has used the same may restore it, and if the other Owner thereafter makes use of the same, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Easement. There shall be a perpetual and non-exclusive easement in, through and over any such joint driveway reserved to the Owners of any Lot or Lots upon which the same has been built or installed or which the same has reasonably been designed to serve and no person shall in any way interfere with the free and unobstructed use thereof by said Owners.

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.

ARTICLE VI - RESTRICTIVE COVENANTS

1. LAND USE & BUILDING TYPE: No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed 2 stories in height and a private garage for not more than two (2) cars.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality or workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street line than the minimum building set back lines unless similarly approved. Approval shall be as provided in Paragraph 15 of this Article VI.

3. DWELLING COST, QUALITY & SIZE: No dwelling shall be permitted on any lot at a cost of less than \$30,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, recognizing the minimum cost stated herein. The floor area of the main structure exclusive of one (1) story open porches and garages shall be not less than 1,100 square feet for a one story dwelling, nor less than 1,400 square feet for a dwelling of more than one story.

4. BUILDING LOCATION: Buildings constructed on any Lot shall conform and comply with the minimum building set back lines allowed by the County of Fairfax.

5. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having an area of less than 5,000 square feet.

6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved on the recorded plat to the Declarant, its successors and/or assigns, and over the side and rear five (5) feet of each Lot.

7. NUISANCES: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which shall be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

9. MEMBERSHIP: The architectural control committee is composed of the President, Vice President and Secretary/Treasurer of the Community Association. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as houses have been constructed

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on all of the Lots in this Subdivision, the architectural control committee shall cease and determine and become of no force and effect. It then becomes the duty and responsibility of a majority of the then owners of the lots in said Subdivision of Fairfax Club Estates, to appoint, if they so desire, a new architectural control committee who shall be charged with the obligation and responsibility contained in these restrictive covenants.

10. SIGNS: No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five (5) square feet, advertising the property for sale or rent. Signs used by a builder to advertise the property during the construction and sales period thereof may be of any size approved by the County ordinances.

11. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

12. SANITARY CONDITIONS: No Lot shall be used or maintained as a dumping ground for rubbish, garbage, or other waste, and the same shall be kept in sanitary containers at all times. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. WEEDS & UNDERGROWTH: The Declarant reserves the right to cut weeds and undergrowth from the sites until occupied by the owners but shall be under no obligation to do so.

14. FENCES: No fence shall be erected around the front lines of any Lot or the front yard of any dwelling in this subdivision. Back yards may be fenced only along the Lot lines and running down the side Lot lines only to the front of the dwelling, said fences to be approved by the architectural control committee.

15. PROCEDURE: The architectural control committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants are to be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

17. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. MODIFICATION: It is hereby covenanted and agreed by the parties to this instrument that the conditions, limitations and restrictions hereinabove set forth shall, by reference be incorporated in all deeds of conveyance and shall be

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and become covenants running with the land except as they become inconsistent with or are hereafter modified by civil authority having jurisdiction over the land being hereby subdivided.

20. APPLICATION: The above restrictions shall not apply to any Common Area included within the Properties, and shall not apply to parcels or outlots. Further the above restrictions shall not prohibit or in any way interfere with Declarant's right to maintain such construction trailers, sales offices, business offices and model homes as it may deem necessary or desirable within the Properties, except on Lots conveyed by Declarant to others.

#### ARTICLE VII - GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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 the provisions of this Declaration by judgment or court order, shall in no way 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 and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) 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 amending instrument shall be effective unless at least one Lot owner who is a Class A member joins in executing the amending instrument. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and common area may be annexed by the Declarant without the assent of Class A members as long as a Class B membership exists; at such time as the Class B membership does not exist, annexation shall require a two-thirds (2/3) vote of the members.

Section 5. VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Veterans Administration: annexation of additional property, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, Par Construction Corporation, a Virginia corporation, has caused this instrument to be executed by Gary D. Rappaport, its President and attested by Steven K. Powell, its Assistant Secretary, on the 30th day of May, 1979.

PAR CONSTRUCTION CORPORATION

By Gary D. Rappaport  
Gary D. Rappaport, President



Steven K. Powell  
Steven K. Powell, Assistant Secretary

FAIRFAX CLUB ESTATES HOMEOWNERS ASSOCIATION

By Gary D. Rappaport  
Gary D. Rappaport, President

ATTEST:

Steven K. Powell  
Steven K. Powell, Assistant Secretary

We, the undersigned holder of the note secured by Sections One and Two, FAIRFAX CLUB ESTATES, hereby consent and agree to the Subdivision of Section One and Section Two, and further agree to the dedication of the public streets shown on said plats and create and establish the easements shown on said plats.

WEAVER BROS., INC., Beneficiary

By William J. Weaver  
W. J. WEAVER, Vice President

We, the undersigned holders of the note secured by fourteen (14) lots in the above subdivision, do hereby consent and agree to the Subdivision of Section One and Section Two, and further agree to the dedication of the public streets shown on said plats and create and establish the easements shown on said plats.

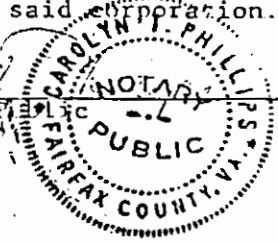
I. Melvin Kramer (SEAL)  
I. MELVIN KRAMER, Beneficiary

Lillian Kramer (SEAL)  
LILLIAN KRAMER, Beneficiary

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 31st day of May, 1979, by Gary D. Rappaport and Steven K. Powell, President and Assistant Secretary, respectively of Par Construction Corporation, a Virginia corporation on behalf of said corporation.

Carolyn P. Phillips  
Notary Public




My commission expires: 2-27-83

LAW OFFICES OF ADAMS, PORTER, RADGAN & HAYS, ARLINGTON, VIRGINIA

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 31st day of May, 1979, by Gary D. Rappaport and Steven K. Powell, President and Secretary respectively of Fairfax Club Estates Homeowners Association, a Virginia nonstock, nonprofit Corporation, on behalf of said corporation.

*Carolyn J. Phillips*  
Notary Public  


My commission expires: 2-27-83

This instrument with certificate annexed, with plat attached, admitted to record-Office of Circuit Court  
Fairfax County, Va. JUN 29 1979 at 12:42 P.M.

Teste: *James E. Hooper* Clerk

LAW OFFICES OF ADAMS, PORTER, RADIGAN & MAYS, ARLINGTON, VIRGINIA

56155/cmg