

**KINGSTON CHASE HOMEOWNERS
ASSOCIATION, INC.**

**DECLARATION OF COVENANTS,
CONDITIONS AND
RESTRICTIONS**

EXHIBIT A

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 24th day of August, 1977, by A & A HOMES, INC., a Virginia corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property on Crestview Drive in the County of Fairfax, State of Virginia, which is more particularly described as set forth on Schedule A, which Schedule is attached hereto, initialed on behalf of the Declarant and incorporated herein.

AND WHEREAS, Declarant will convey the said properties, subject to certain, protective covenants, conditions, restrictions reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 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 Kingston Chase Home Owners Association, Inc., a Virginia corporation, its successors and assigns.

Section 2. "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 3. "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 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of members of 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.

Section 6. "Declarant" shall mean and refer to A & A Homes, Inc., a Virginia corporation, and its successors and assigns.

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Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II
PROPERTY RIGHTS

Section 1. Member's Easements of Enjoyment. Every member 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 limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder; the Association may not borrow money pursuant to this section unless agreed to by two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for that purpose;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed Sixty (60) days for any infraction of its published rules and regulations;
- (e) 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 and the Department of County Development of Fairfax County, Virginia. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded and there has been written approval by the appropriate officials of Fairfax County, Virginia.

Section 2. Delegation of Use. Any member 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.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will, prior to the conveyance of the first lot to a purchaser, convey fee simple title to the Common Area to the Association, free and clear of any encumbrances and liens, but subject to easements, covenants and conditions herein and subject to easements for utilities and other public purposes regardless of when recorded, as may be required in the orderly development of the property, prior to the conveyance of the first Lot, but provided, however, that no such future easements shall affect the beneficial use and enjoyment of the Common Area by the Association and its Members.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity, who is a record owner of a fee or undivided interest in any lot which is subject by covenants of record to assessment by the association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest as security for the performance of any obligation. No owner shall have more than one membership for each lot owned as described above. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments by the Association. Ownership of such Lot shall be the sole qualification for membership.

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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three 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 December 31, 1980.

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 Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties (including administrative and overhead expense), and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Optional and Discretionary Exterior Maintenance of Other than Common Area. In addition to maintenance upon the Common Area, the Association may provide, at its option and in its sole discretion, exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, in the event that the need for maintenance or repair is caused through the willful or negligent acts of the owner, his family, guests or invitees. Such exterior maintenance shall not include glass surfaces. The costs of said discretionary exterior maintenance shall be a special assessment against the particular Lot upon which the work is performed and shall be a lien upon said Lot and the personal obligation of the Lot owners as any other special assessment for capital improvements as is herein provided.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot owned by the Class A Members; provided, however, that the maximum annual assessment per Lot owned by the Class B Members shall be twenty-five percent (25%) of the actual assessment paid by Class A Members for unoccupied Lots but shall be one hundred percent (100%) of the actual assessment paid by Class A Members for occupied Lots.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment applicable to each Lot may be increased each year not more than the "Maximum Percentage" (as defined below) above the maximum

and annual assessment applicable to each such Lot for the previous year without a vote of the membership. The "Maximum Percentage" for any year shall be the percentage of increase in the Consumer Price Index, 1957-59 Base, All Items, District of Columbia Area, as published by the Bureau of Labor Statistics, of the United States Department of Labor, or its successor, in the report most current on the first day of such year as compared to the report most current on the first day of the preceding year. (If the aforesaid Index shall be discontinued, there shall be substituted therefor such other comparable index as may be furnished by the United States Government or the District of Columbia).

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment applicable to each Lot may be increased more than the "Maximum Percentage" above the maximum annual assessment, with respect to each class of Members, 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 annual assessment permitted.

Section 5. 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 6. Both annual and special assessments must be fixed at a uniform rate for all lots in accordance with Section 4 above and may be collected on a quarterly or less frequent basis as the Board of Directors may determine.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 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

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quorum at the preceding meeting. No such subsequent meeting shall be held more than Sixty (60) days following the preceding meeting.

Section 8. 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.

Section 9. 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 (6%) 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 can escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or otherwise.

Section 10. 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 judicial 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.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

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 in or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials 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. The Declarant is not subject to the provisions of this Article.

ARTICLE VI
USE RESTRICTIONS

Section 1. No property shall be used other than for residential purposes except for a builder's construction or sales office during the construction and sales period and other construction purposes incidental to development.

Section 2. No building, accessory building or structure, shed, awning, porch or porch covering, garage, trailer, tent, driveway, T.V. antennas, other types of antennas, mail boxes, fences hedges, screens, barns, walls or appurtenances to any such structures shall be allowed, constructed or altered upon any property or dwelling thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality or workmanship, design, colors and materials and harmony of same to the project as a whole.

Section 3. No fence, wall, or walls or other similar type structure shall be allowed except those approved by the Architectural Control Committee.

Section 4. No exterior clothesline or hanging device shall be allowed upon any property.

Section 5. No boats on cradles or trailers may be parked in streets, driveways, yards or common parking areas.

Section 6. No vehicles except as may be classified as passenger cars or station wagons shall be regularly parked in residential areas.

Section 7. No noxious or offensive activities shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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Section 8. During the construction and sales period no signs other than those of the builders may be displayed. Thereafter, no signs exceeding two square feet shall be displayed.

Section 9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose.

Section 10. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE VII EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the recorded plat of the project, and, in addition over the rear 10 feet of the Lot.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant, 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, the Declarant, 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 and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended

for successive periods of Ten (10) years. The covenants and restrictions of 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 properly recorded. However, anything to the contrary contained herein notwithstanding the covenants contained in Articles I, II, III, IV and VIII shall not be amended at any time or vacated without the written approval of the Directors of County Development for Fairfax County, Virginia.

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, provided, however, that said approval shall be required only in the event FHA/VA shall have insured a first trust loan on a residence lot in Kingston Chase and the proceeds of the loan shall have been used to acquire said residence lot from the Declarant: annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions. Continued eligibility of Kingston Chase for FHA/VA financing shall be conditioned upon FHA/VA approval of any of the aforementioned actions.

Section 5. Deeds of Trust. The use herein of the word "mortgage" shall be deemed to mean "deed or deeds of trust" where such security instruments are used in lieu of or instead of a mortgage or mortgages.

Section 6. Non-applicability to Other Property. The covenants, conditions and restrictions set forth herein shall apply only to the property described in Schedule A attached hereto and shall create no rights, benefits, burdens or obligations with respect to any other property owned by Declarant, its successors or assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24TH day of August, 1977.



ATTEST:
[Signature]
Secretary

A & A HOMES, INC.

By [Signature]
President

STATE OF VIRGINIA

COUNTY OF Tazewell, to-wit:

I, Linda Ann Tishback, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____ Harvey Artigore and Giles R. Schuttler, whose names as President and Secretary, respectively, of A & A Homes, Inc., a Virginia Corporation, are signed to the foregoing and annexed writing bearing date on the 2nd day of August, 1977, have personally appeared before me in my jurisdiction aforesaid and acknowledged that the same was executed by due and proper corporate authority.

GIVEN under my hand this 15th day of September, 1977.

Linda Ann Tishback
Notary Public

My Commission Expires May 25, 1981

SCHEDULE A

All of those certain lots or parcels of land situate and being in the County of Fairfax, Virginia, more particularly described as follows:

Lots 414 through 537, both inclusive, and Parcel F, Section Three, Kingston Chase, as the same is dedicated, platted and recorded in Deed Book 4201 at Page 55 among the land records of Fairfax County, Virginia.

This instrument with certificate annexed, admitted to record-Office of Circuit Court Fairfax County, Va. SEP 29 1977 at 2:49 p.m.
Tested: Janna E. Hoffmeyer Clerk

A COPY TESTE:
WARREN E. BARRY, CLERK

By: Verna L. Barry
Deputy Clerk