

PROPOSED AMENDMENT FOR OWNER APPROVAL

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION (“Declaration”); is made this 3rd-day of May, 20 1977, by LAKEWOOD HILLS NO. 1 COMMUNITY ASSOCIATION~~Lee Jackson Development Corporation~~ (hereinafter referred to as Declarant “Association”), a Virginia nonstock Corporation and property owners’ association,~~successor by merger to Levitt and Sons of Virginia, Inc.~~

***** W I T N E S S E T H *****

WHEREAS, the Declarant, Lee Jackson Development Corporation, executed the Declaration of Covenants, Conditions and Restrictions (“Original Declaration”) ~~for~~ the ~~owner of certain~~ property located in the County of Fairfax, Virginia, that is governed by the Association, and recorded the Original Declaration among the Fairfax County land records (“Land Records”) at Deed Book 4608, Page 9, et seq. ~~containing 12.8733 acres which is more particularly described by reference to the metes and bounds description and the plat of subdivision attached to the Deed of Declaration and Subdivision of which this Declaration is a part;~~ and

WHEREAS, ~~Declarant will convey the said properties subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth~~ Article XI, Section 3 of the Original Declaration provides the requirements for amending the Original Declaration, and the Association’s Board of Directors and the Association’s members desire to amend and restate the Original Declaration in its entirety; and

NOW, THEREFORE, pursuant to Article XI, Section 3 of the Original Declaration, the Original Declaration, including any subsequent amendments thereto, if any, is hereby amended and restated in its entirety by this Declaration as follows, and Declarant hereby declares that all of the pProperties as defined below~~scribed above are and~~ shall be held, sold and conveyed subject to the following easements, restrictions, covenants, ~~and~~ conditions and other provisions hereinafter set forth in this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the ~~real p~~Properties. These easements, covenants, restrictions, ~~and~~ conditions and other provisions of this Declaration shall run with the ~~real p~~Properties and shall be binding on all parties having or acquiring any right, title or interest in the described pproperties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. “Association” shall mean and refer to LAKEWOOD HILLS NO. 1 COMMUNITY ASSOCIATION, its successors and assigns.

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Section 2. “Properties” shall mean and refer to that certain real property ~~hereinbefore~~-described in Article II, Section 1 below the Deed of Dedication recorded immediately prior hereto, and such other ~~townhouse~~-additions thereto, if any, as may hereafter be brought within the jurisdiction of the Association in accordance with the terms of this Declaration.

Section 3. “Common Area” shall mean all real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the members of the Association ~~and initially being more particularly described as Parcels H and I, Section 1 A GLENWOOD-MANOR on the plat of subdivision attached to the Deed of Dedication of which this Declaration is a part.~~

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. “Member” shall mean and refer to every person or entity who holds membership in the Association pursuant to Article III below.

Section 6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title of any Lot which is a part of the ~~p~~Properties, including but not limited to contract sellers and those who have acquired fee simple title to any Lot through inheritance or foreclosure (regardless of whether such ownership is not yet reflected by the Land Records), but excluding those having such interest merely as security for the performance of an obligations.

Section 7. “Declarant” shall mean and refer to Lee Jackson Development Corp., its successors and assigns if such successors or assigns ~~should~~d more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

EXISTING PROPERTIES AND

ANNEXATION OF OTHER ADDITIONAL PROPERTIES

Section 1. Property Subject to Declaration. The real property previously subjected to the Original Declaration in accordance therewith as reflected in the Land Records, and such additional land has may be hereafter subjected to this Declaration in accordance with Section 2 below, all of which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration.

Section 2. Additions. Annexation of other additional property not provided for herein shall require the assent of three-fourths (3/4) of the ~~Owners Class A members and three fourths (3/4) of the Class B members, if any~~, obtained through written approvals signed by the Owners and/or by vote at a meeting duly called for ~~this~~ise purpose, written notice of which shall be sent to all ~~m~~MMembers not less than ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The presence of ~~m~~MMembers in person or ~~by~~of proxys entitled to cast ~~three-fourth~~seventy-five percent (3/475%) of the votes of ~~each class of the~~ membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting(s) may be called, subject to the notice requirement set forth above, and the

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required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the immediately preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the immediately preceding meeting. In the event that three-fourths (3/4) of the ~~Class A membership or three-fourths(3/4) of the Class B m~~Membership are not present in person or by proxy, ~~m~~Members not present may give their written assent to the action taken thereat.

~~Section 2. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in of the records of Fairfax County, Virginia, such additional lands may be annexed to said Properties without the assent of the Class A members; provided however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section, if such agencies shall be involved, and otherwise in accordance with the preliminary plan heretofore submitted to Fairfax County, Virginia. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development, if such agencies shall be involved. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of three-fourths (3/4) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days or more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast seventy five (75%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such 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 sixty (60) days following the preceding meeting.~~

Section 3. Applicability of Property Owners' Association Act. The provisions of the Virginia Property Owners' Association Act (the "POA Act") shall apply to this Declaration and the Association; however, to the extent of any irreconcilable conflict between the POA Act and this Declaration, the provisions of this Declaration shall control.

ARTICLE III MEMBERSHIP

Every ~~person or entity who is a record owner of a fee or undivided fee interest in~~Owner of any Lot which is subject by covenants 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. No Owner shall have more than one (1) membership for each Hot owned. When more than one

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person is the Owner of a Lot, all such persons shall be Members. 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.

ARTICLE IV

VOTING RIGHTS

Section 1. The Association shall have two (2) classes of voting membership-

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A membership shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot is the Owner of a 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. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that, the Class B membership shall cease and be converted to Class A member on the happening of either of the following events whichever occurs earlier:-

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) On December 31, 1981.

Section 2. Upon annexation by the Declarant of additional properties pursuant to Article II, Section 2, and in the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived with respect to those Lots so annexed, provided that, that Class B membership in these annexed lots shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership in the annexed property equals the total votes outstanding in the Class B membership in such property, or
- (b) Four (4) years from the date of recordation of the Deed of Dedication for such annexed property.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

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- (a) the rights of the Association to limit the number of guests of ~~m~~Members and to adopt and enforce Rules and Regulations pertaining to the use, operation and management of the Common Area.
- (b) the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (c) the rights 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 ~~Members~~homeowners hereunder; the mortgaging of the ~~e~~Common ~~a~~Area shall ~~only~~ be permitted with the assent of three-fourths (3/4) of the Owner~~each class of members, obtained through written approvals signed by the Owners and/or by vote at a meeting duly called for this purpose;~~
- ~~(d)~~ (e) the rights of the Association to suspend the voting rights and right to use the ~~recreational-facilities~~Common Area 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 from any infraction of this Declaration or its published ~~R~~Rules and ~~R~~Regulations (other than nonpayment of assessments);
- ~~(d)~~ (e) the rights of the Association to suspend the voting rights and the right to use the Common Area and other Association-provided facilities and services if an Owner becomes more than 60 days past due in the payment of any assessment against that Owner's Lot (with such suspension lasting until the Owner's assessment account is brought current);
- ~~(e)~~ (f) the rights 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 signed by members entitled without the assent of~~ to three-fourths (3/4) of the ~~Owners votes of the Class A membership and three-fourths (3/4) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, obtained through written approvals signed by the Owners and/or by vote at a meeting duly called for this purpose, and only after sending~~ unless written notice of the proposed action is sent to every ~~m~~Member not less than thirty (30) days nor more than sixty (60) days in advance; provided, however, that the terms "dedicate" or "transfer" as used herein shall be deemed not to include the granting of easements or licenses on or over the Common Area that do not unreasonably interfere with the Members' use and enjoyment rights, and such easements and licenses may be granted by the Association with approval of the Association's Board of Directors ("Board" or "Board of Directors") rather than the Owners; and
- ~~(f)~~ (g) The right of the individual Owners to the exclusive use of parking spaces as provided in this Article, and the right of the Association to regulate parking on Common Area through the granting of easements, licenses, and the promulgation of Rules and Regulations, including the right to assign and reserve parking spaces for the exclusive use of individual Owners, residents and/or their guests.

Section 2. Delegation of Use. Any ~~m~~Member may delegate, ~~in accordance with the By-Laws,~~ his

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right of use and enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside at such Member's Lot on the property. Any Member who does not reside at his Lot shall be deemed to have delegated such right of use and enjoyment to the lawful occupants of that Lot.

Section 3. Title to the Common Area. The Declarant ~~hereby covenants for itself, its heirs and assigns, that it will~~ has conveyed ed fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first HLot.

Section 4. Parking Rights. Ownership of a Lot shall entitle the Owner ~~or owners~~ thereof to the use of not more than two (2) 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 areas. The Association shall have the right to permanently or temporarily assign one (1) or more vehicular parking space for each Lotdwelling.

ARTICLE VI

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 e~~ Each Owner of any Lot ~~by acceptance of a deed therefore,~~ whether or not it shall be so expressed in ~~such~~ the deed to the Lot, is deemed to covenant and agree to pay to the Association assessments levied in accordance with this Declaration, including: (1) aAnnual aAssessments ~~or charges,~~ and (2) sSpecial aAssessments ~~for capital improvements and (3) other charges, costs or fees that are assessed pursuant to this Declaration,~~ such assessments to be established and collected as hereinafter provided. ~~These annual and special~~ assessments, together with late fees, interest, costs of collections and reasonable attorney's fees, shall be a charge on the Owner's Lot land, and shall be a continuing lien upon the Lot property against which each such assessment is made, and. ~~Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be~~ the personal obligation of the ~~person who was the o~~Owner of such Lot 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. The Association, in order to perfect the above-referenced lien, shall record a memorandum of lien in the Land Records in accordance with the POA Act, with such lien being verified by the oath of the principal officer of the Association or, in the discretion of the Board, by the Association's treasurer.

Section 2. Purpose of Assessments. The Annual and Special aAssessments levied by the Association shall be used exclusively to carry out the functions and responsibilities of the Association including, but not limited to promoting the recreation, health, safety and welfare of the residents in the Properties and for the improvingement and maintainingenance of the Common Area, ~~and of the homes situated upon the Properties.~~

~~Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$15.00 per month for Class A members, and twenty five percent (25%) of the Class A members' assessment per month for Class B members. In consideration of~~

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~~Declarant's exemption from a full assessment, Declarant hereby covenants and agrees to maintain (exclusive or real estate taxes and insurance premiums the Common Area, without cost to the Association for one (1) year from the date of conveyance of the first Lot to an Owner, or until the Declarant has conveyed seventy five percent (75%) of said Lots to Owners, whichever occurs first. Said maintenance shall apply upon subsequent annexation pursuant to Section 2, Article II, with respect to the Common Area contained in the property so annexed, which maintenance shall end one (1) year from the date of conveyance of the first Lot in such annexed property to an Owner, or until the Declarant has conveyed seventy five percent *75%) of the Lots contained in such annexed property to Owners, whichever occurs first.~~

~~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 effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of October as compared with the month of October one year earlier. Except with a majority vote of those Owners attending, in person or by proxy, a meeting of the Association duly called for this purpose, the Board of Directors shall not increase the Annual Assessment from one year to the next by an amount equal to more than:~~

~~(a) the greater of (i) ten percent (10%) of the Annual Assessment for the preceding year, or (ii) the percentage increase for the preceding month of October (as compared to October of the previous year) in the Consumer Price Index—All Urban Consumers (Washington-Baltimore All Items, November 1996=100), or if not available, a comparable pricing index; plus~~

~~(b) the amount by which any Association insurance premiums have increased over amounts payable for the same or similar items for the previous year.~~

~~(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 above that specified in (a) above only by a vote of three fourths (3/4) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.~~

~~—(c) After consideration of current maintenance costs and further needs of the Association, 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 aAnnual aAssessments authorized above, the Association may levy against all Owners, in any assessment year, a sSpecial aAssessment 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, or for such other purpose as the Board of Directors may consider appropriate, provided that any such Special aAssessment may be rescinded or reduced by majority vote of those Owners present in person or by proxy at a meeting of the Association duly called for this purpose, held within sixty (60) days after the date the Association sent notice of such Special Assessment to all Owners. shall have the assent of three fourths (3/4) 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 of Any Action Authorized Under Sections 3 and 4. Written notice of any Association meeting called for the purpose of the Owners taking any action authorized~~

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under Section 3 or 4 shall be sent to all ~~m~~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 ~~m~~Members (~~either in person~~ or ~~o~~by proxies) entitled to cast sixty percent (60%) of all the votes of ~~each class of the~~ membership shall constitute a quorum. If the required quorum is not present, another meeting(s) 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 ~~immediately~~ preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the ~~immediately~~ preceding meeting.

Section 6. Uniform Rate of Assessment. Both ~~A~~Annual and ~~S~~Special ~~a~~Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: DUE DATES: ~~The annual assessments provided for herein shall commence for each individual lot on the first day of the month following the issuance by the appropriate governmental authorities of the residential use and occupancy permit for such Lot. 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 ~~a~~Annual ~~a~~Assessment against each Lot at least thirty (30) days in advance of each ~~a~~Annual ~~a~~Assessment period. Written notice of the ~~a~~Annual ~~a~~Assessment shall be sent to every ~~o~~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 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid ~~when due shall be delinquent. If an Annual or Special Assessment is not paid so that it is received by the Association within thirtyfive (1530) days after theits due date, then a late fee shall be automatically assessed in the amount of \$25.00 (or such other amount as may be established by the Board, but in no event less than 10% of the assessment or, if applicable, installment amount). In addition, if an account becomes more than 30 days' delinquent, then the unpaid assessment balance (including, e.g., Annual and Special assessments, late fees, and other charges assessed per this Declaration) -mayshall bear interest from the applicable due dates until paid at the rate of six percent (6%) per annum, and the remaining unpaid installments for that assessment, if any, may be accelerated such that the full balance is immediately due and payable in full. All costs of collection incurred by the Association as a result of an Owner's delinquency, including attorney's fees, shall be assessed and added to that delinquent Owner's assessment account as they are incurred or as collection action is taken, without the need for a case-by-case vote by the Board (and regardless of whether suits or liens are filed). In addition to or instead of pursuing any other remedies available to the Association under this Declaration and/or applicable law, if an account is more than 60 days' past due, Tthe Association may file a civil lawsuitbring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien(s) against the Owner's Lotproperty. In addition, in the event the Association files a lawsuit to collect on a delinquent account, the Association shall be entitled to an award of attorneys' fees equal to not less than thirty-three percent (33%) of the principal amount of the lawsuit.~~ No ~~o~~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

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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 become 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 10. 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; and
- (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia, provided that, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Dissolution of Association. In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each Lot shall continue to be subject to the ~~A~~annual ~~a~~assessment specified in Section 1 of Article VI hereof, and each Owner shall continue to be personally obligated for such assessment, to the extent that such assessments are required to enable the grantee of the real property owned by the Association to properly maintain it. In no event, however, shall the assessment exceed the amount that would otherwise be payable to the Association in accordance with the provisions of Section 3 of Article VI hereof.

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 wall 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 other 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 provisions 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

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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 arbitrators.

ARTICLE VIII

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 and location of the same shall have been submitted to and approved in writing by the Board of Directors or by an Architectural Control Committee (composed of three (3) representatives appointed by the Board of Directors) as to quality of workmanship and materials, harmony of external design and location in relation to surrounding structures and topography, location with respect to topography and finished grade elevation, and all other factors which will in its opinion affect the desirability or suitability of the construction. No construction shall be commenced and no Lot shall be graded except in accord with such approved plan or a modification thereof similarly approved. ~~by the Architectural Control Committee composed of three (3) representatives appointed by the Board of Directors.~~ In the event the Board or said committee (as applicable) fails to approve or disapprove such design and location within sixtythree (630) days after said complete plans and specifications have been submitted to it in accordance with the Rules and Regulations, approval will not be required and this Article will be deemed to have been fully complied with as to that set of plans and specifications, but only to the extent not in direct conflict with a restriction contained in Article X of this Declaration.

~~The initial members of the Architectural Control Committee and their terms of office shall be as follows:~~

~~—~~

~~MEMBER EXPIRATION OF
TERMS OF OFFICE~~

~~Michael Belknap December 31, 1978
Diane Hobeck December 31, 1979
Stephen Zapp December 31, 1980~~

~~Thereafter the term of each member of the Architectural Control Committee shall be for a period of three (3) years.~~

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ARTICLE IX

EXTERIOR MAINTENANCE

Each Owner is responsible for keeping his or her Lot well-maintained and in a clean, orderly condition, including but not limited to the maintenance, repair and replacement of all structures, improvements, landscaping and personal property located on the Lot. The Rules and Regulations may provide for design and maintenance standards applicable to the Lots. In the event that the Owner fails to properly ~~need for~~ maintain~~enance~~ or repair his Lot in accordance with these provisions ~~is caused through the willful or negligent act of the Owner, his family, or guests, or invitees,~~ then at the Board's option and sole discretion (and in addition to any other remedies), the Association (acting through its authorized agents or contractors) may enter the Lot (but not the interior of any structure) and perform the maintenance or repair to bring the Lot into compliance, and the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot and Owner is subject. The Association shall not enter onto a Lot for this purpose unless after twenty (20) days' notice to the Owner of the Lot involved, setting forth the action intended to be taken, such action has not been taken by the Owner.

ARTICLE X

PROTECTIVE COVENANTS AND RESTRICTIONS

In order to conserve the natural beauty of the subdivided property, to insure its best use and most appropriate development, to protect property values and the quality of life within the community, and to prevent the erection of poorly designed or constructed improvements, the ~~entire area shown on the attached plat~~ Properties shall be subject to the following protective covenants and restrictions hereinafter referred to as the General Covenants:

Section 1. No building, structure, alteration, addition or improvement affecting the external appearance of a building or structure shall be constructed upon any portion of The Properties unless and until a plan of such construction shall have been approved in writing in accordance with Article XIII above ~~by the Architectural Control Committee of said Association as to quality of workmanship and materials, harmony of external design with surrounding structures, location with respect to topography and finished grade elevation, the effect of the construction on the outlook from surrounding property and all other factors which will in their opinion affect the desirability or suitability of the construction. No construction shall be commenced and no lot shall be graded except in accord with such approved plan or a modification thereof similarly approved.~~

Section 2. No Lot shall be used except for residential purposes; or for in-home professional offices, ~~or for a builder's construction, sales office and/or models during the construction and sales period.~~ Otherwise, no Lot shall be used for the conduct of any in-home business unless (i) the Board of Directors, in its sole discretion, grants written approval for such in-home business, and (ii) such approved in-home business is permitted under applicable Fairfax County ordinance. Nothing contained herein shall be construed as prohibiting either teleworking by a resident of the Lot or business activities required for the reconstruction of the residences.

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Section 3. No fence, wall, tree, hedge or shrub planting shall be maintained in such as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree of any diameter of more than four inches measured two feet above ground level, ~~lying without the approved building driveway and parking areas,~~ shall be cut down or removed from a Lot without the approval of the Board or the Architectural Control Committee, unless (i) such tree is dead or diseased to a degree that poses an immediate dangerous condition that can be remedied only by cutting down the tree, and (ii) the Owner of the Lot promptly thereafter provides the Board or the Architectural Control Committee with documentation evidencing the dangerous condition of the tree that prompted it being cut down.

Section 4. No noxious or offensive activity shall be carried on upon any portion of The Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood or adjacent residents. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel of The Properties.

~~Section 5. Easements for the installation and maintenance of underground utilities, supply and transmission lines, and drainage facilities are reserved to the Declarant through all areas shown on the deed of dedication plat, whether within the boundaries of residential Lots or in Common Properties. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation, maintenance or repair of an underground utility, supply or transmission line, or drainage facility shall be promptly repaired or replaced at the expense of the corporation or authority which directed the entry. Additions, alterations or improvements to the landscaping on an Owner's Lot must be reviewed and approved in writing by the Board of Directors or Architectural Control Committee (except that minor landscaping changes may be exempted from this requirement by the Board of Directors to the extent specified in the Rules and Regulations). Such requests must be submitted in writing and include a description and diagram of the proposed work. Once approved, all work must be completed in a professional manner to enhance the appearance of the Lot. Landscaping modifications must be in conformance with any applicable design standards contained in the Rules and Regulations, which will serve to enhance, for example, the appearance of the Lot, screen undesirable areas or views, and establish acceptable relationships between structures and adjacent properties.~~

~~(a) Only the Association, acting through the Board of Directors and Board-authorized committees, agents, contractors or volunteers, has the authority to plant, remove or otherwise alter Common Area landscaping.~~

~~(b) No person shall dispose of refuse or waste products (e.g., plant clippings, prunings, Christmas trees, plant containers, etc.) or any other property on Common Area. Any such refuse, waste or property left on Common Area may be removed by the Association and disposed of at the sole cost of the responsible Owner, who shall be specially assessed the costs of such action.~~

Section 6. No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of The Properties unless shown on the deed of dedication plat or unless approved by the Board or Architectural Control Committee in accordance with Article VIII above.

Section 7. No exterior clothesline or clothes hanging device shall be allowed upon any Lot.

Section 8. No sign of any kind larger than one-foot-square shall be displayed to the public view on any Lot, except temporary signs of not more than four square feet advertising the said Lot for

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sale or rent and except for any signs permitted under the Rules and Regulations ~~temporary signs erected by the Declarant in connection with the construction, lease or sale of buildings and lots or other parcels of The Properties.~~

Section 9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept provided that they are not raised, bred or kept for any commercial purpose. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed. Fairfax County animal control officers are hereby authorized to enforce the County's animal control laws on the Properties.

Section 10. In addition to any other available remedies, and at the Board's option and sole discretion, The Association (acting through its authorized agents or contractors) shall have the right (if after twenty (20) days' notice to the Owner of the Lot or Lots involved, setting forth the action intended to be taken, such action has not been taken by the Owner) to trim or prune, at the expense of the Owner, any hedge or other planting that in the opinion of the Board or the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for any vacant or unimproved Lot, and to remove grass, weeds, and rubbish therefrom and do any and all things necessary or desirable in the opinion of the Board or the Architectural Control Committee to keep such Lot in neat and good order, and at the cost ~~and expense~~ of the Owner, who shall be specially assessed such costs.

Section 11. No exterior antenna, satellite dish or like device for the transmission or reception of radio or television signals shall be erected or permitted on any building or Lot or other parcel of The Properties; provided, however, that an Owner or lawful occupant of a Lot may install on the exterior of the house on that Lot (and wholly within the Lot's boundaries) the type of satellite dishes or antennas that are covered by the Federal Communications Commission's Over-the-Air Reception Devices ("OTARD") rule, subject to any applicable Rules and Regulations. As of the date of this Declaration, the OTARD rule covers: (i) "dish" antennas that are one meter (39.37") or less in diameter that are designed to receive direct broadcast satellite service (including direct-to-home satellite service) or to receive or transmit fixed wireless signals via satellite; (ii) antennas that are one meter or less in diameter or diagonal measurement and are designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; and (iii) antennas that are designed to receive local television broadcast signals.

Section 12. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerator shall be kept or maintained upon any portion of the Properties. All ~~incinerators or~~ other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No material or refuse or any container for the same shall be placed or stored in the front of any house, or on the patio or stoop at any time, except in the Lot's enclosed rear yard. All trash and garbage shall be placed in covered trash cans in the trash area provided. The Association shall have the right to impound or dispose of any trash can or garbage receptacle which is placed in violation of this paragraph and to enter onto any Lot for this purpose; the cost of such action shall be specially

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assessed against the Owner of the Lot.

Section 13. No commercial truck, commercial bus or other commercial vehicle of any kind (as that term may be defined in the Rules and Regulations) shall be permitted to be kept or parked overnight upon any portion of The Properties.

Section 14. No portion of The Properties shall be used for the repair of automobiles, nor shall any vehicles other than a private automobile be parked in any of the parking spaces maintained by the Association. After ten (10) days written notice to the Owner of any vehicle parked in violation of this covenant the Association may remove such vehicle at the expense of the Owner thereof.

Section 15. No baby carriages, bicycles or other articles of personal property shall be deposited, allowed or permitted to remain on any Lot except in the enclosed rear area. The Association may impound all such articles and make a charge for their return.

Section 16. ~~The Declarant hereby grants to m~~Members of the Association in good standing and their agents and employees have an easement upon and across any Lot adjacent to a Lot owned by said ~~m~~Member for the purpose of temporary support of ladders during cleaning, painting and maintenance operations on said ~~m~~Member's Lot, and an easement over and across all walkways and sidewalks not dedicated to public use.

Section 17. ~~No Lot (including the house on the Lot) shall be leased unless such lease (i) is for the entire Lot, (ii) is in writing, (iii) is for a minimum six-month initial term, and (iii) expressly provides that the renter's right to occupy the premises is subject in all respects to the provisions of the Association's Declaration and Rules and regulations, and that any failure by the renter or other occupant of the leased Lot to comply with the terms of such governing documents shall be a material default under such lease. Any Owner leasing his or her Lot shall provide the Board of Directors with a copy of the lease on request or as otherwise provided in the Rules and Regulations. The Rules and Regulations may require, for example, the use of a Board-approved standard lease form or lease addendum for all new leases entered into after the effective date of this Declaration.~~

Section 16. ~~The Board of Directors shall have the authority to adopt and enforce, on behalf of the Association, reasonable rules and regulations ("Rules and Regulations") relating to the provisions of this Article X, the Common Area, and to other areas of Association responsibility under applicable law, this Declaration or the Association's By-Laws and Articles of Incorporation.~~

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement/Authority. ~~Every Owner and every occupant of a Lot shall comply with the provisions of this Declaration, the Rules and Regulations, and the Association's By-Laws and Articles of Incorporation (collectively, the "Governing Documents").~~ 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~~

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~~provisions of this Declaration~~the provisions of the Governing Documents. 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. In addition to any other available action or remedy, the Association may assess violation charges against Members for violations of the Declaration or Rules and Regulations (other than for nonpayment of assessments, which are addressed in other provisions of the Declaration), after first giving the responsible Member notice and an opportunity for a hearing in front of the Board of Directors, in accordance with any applicable requirements and limitations in Section 55-513 of the POA Act and any Board-adopted notice and hearing procedures.

Each Owner is responsible for such Owner's own violations of the Governing Documents and for violations by such Owner's family members, tenants, guests, contractors and agents. The costs of enforcement efforts taken by the Association, together with attorney's fees incurred by the Association, shall constitute a special assessment that acts as a lien against the responsible Owner's Lot as set forth in Article VI and the personal obligation of the responsible Owner. In the event that the Association incurs any maintenance, repair, restoration or replacement costs a result of the act, neglect or carelessness of an Owner (or the Owner's family members, tenants, other residents of the Owner's Lot, or their guests, agents and invitees), then such costs may be specially assessed against the responsible Owner.

All powers, duties and authority vested in or delegated to the Association are exercised by the Board of Directors, acting on behalf of the Association, except where such power, duty or authority is expressly reserved to the Owners by the provisions of this Declaration, the Association's Articles of Incorporation or Bylaws, or applicable law, and except where delegated to the Architectural Control Committee in accordance with the Declaration or delegated by the Board to a committee in accordance with the Bylaws.

Section 2. Severability/Conflict. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way ~~wise~~ affect any other provisions which shall remain in full force and effect. In the event of irreconcilable conflict between this Declaration and other Governing Documents, the provisions of this Declaration shall control.

Section 3. Amendment. The covenants, ~~and~~ restrictions and other provisions 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, restrictions and other provisions shall be automatically extended for successive periods of ten (10) years. The covenants, ~~and~~ restrictions and other provisions 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 with the written approval of not less than seventy five percent (75%) two-thirds~~ of the Lot Owners. Any amendment must be signed by the Association president (or vice president, in the president's absence or inability to act) certifying that the requisite two-thirds of Owners approved the amendment; the amendment is not effective until properly recorded in the Land Records.

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, if either of those agencies are involved: annexation of additional properties,~~

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dedication of Common Areas, and amend of this Declaration of Covenants, Conditions, and Restrictions. Use of Technology. Notwithstanding anything to the contrary in this Declaration or the Association's Bylaws or Articles of Incorporation, the Board may provide for or allow notices, votes, consents or approvals to be accomplished using the most advanced technology available at the time if such use is a generally accepted business practice, all in accordance with any requirements and limitations imposed by Section 55-515.3 of the POA Act and by the Virginia Nonstock Corporation Act, as may be amended from time to time.

IN WITNESS WHEREOF, the president of the Association has executed this amendment instrument on behalf of the Association, and hereby certifies that this amendment was duly adopted by the required percentage of Owners, whose signatures are attached hereto.

LAKWOOD HILLS NO. 1 COMMUNITY ASSOCIATION

BY: _____ [printed name]

President/Director

Date: _____, 20____.

STATE OF VIRGINIA
CITY/COUNTY OF _____:

I, the undersigned, a Notary Public in and for the City/County and State aforesaid, do hereby certify that _____, whose name is signed as president/director of LAKWOOD HILLS NO. 1 COMMUNITY ASSOCIATION to the foregoing amendment instrument, has acknowledged the same before me in my City/County and State aforesaid, and acknowledged the writing was signed pursuant to due and proper authority on behalf of the Association.

Given under my hand this _____ day of _____, 20____.

Notary Public (SEAL)

My Notary Registration No.: _____

My Commission Expires: _____

[Lot Owner signatures follow]

OWNERS' APPROVAL
OF AMENDED & RESTATED DECLARATION FOR LAKEWOOD HILLS NO. 1

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended & Restated Declaration of Covenants, Conditions and Restrictions for Lakewood Hills No. 1 Community Association, to which this page is attached:

=

<u>Lot # or Address</u>	<u>Print Name</u>	<u>Signature</u>
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STATE OF _____
CITY/COUNTY OF _____:

_____ The foregoing instrument was acknowledged before me, this _____ day of _____, 20____ in the aforesaid jurisdiction.

_____ Notary Public (SEAL)

My Notary Registration No.: _____

My Commission Expires: _____

I/we, as the owner of, and on behalf of all owners of, the Lot(s) indicated below, hereby approve and ratify the Amended & Restated Declaration of Covenants, Conditions and Restrictions for Lakewood Hills No. 1 Community Association, to which this page is attached:

=

<u>Lot # or Address</u>	<u>Print Name</u>	<u>Signature</u>
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STATE OF _____
CITY/COUNTY OF _____:

_____ The foregoing instrument was acknowledged before me, this _____ day of _____, 20____ in the aforesaid jurisdiction.

_____ Notary Public (SEAL)

My Notary Registration No.: _____

My Commission Expires: _____