

Section 7. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas; (3) all properties exempted from taxation by the state or county government upon the terms and to the extent of such legal exemption, provided that no property utilized for residential purposes shall be exempt.

## ARTICLE VI

### USE OF PROPERTY

#### Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or be detrimental to the well-being of Members. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Community of Crossfields Section Two.

(b) Restriction on Further Subdivision. No Lot upon which a single family residence has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided, that this shall not prohibit the Declarant or the Builder from further subdividing Lots, nor prohibit deeds of correction, deeds to resolve boundary line disputes, deeds of re-subdivision as required to resolve zoning violations and similar corrective instruments.

(c) Conditions for Architectural Control. Subject to the formation of an Architectural Review Board as set forth in Article III, Section 4, the following restrictions are hereby established:

No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work, which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this Declaration, shall be made or done without the prior approval of the Board of Directors or the Architectural Review Board, as the case may be. No building, residence, or other structure, fence, wall, or landscaping in lieu thereof, shall be commenced, erected, maintained, improved, altered, made, or done on such property without the prior written approval of the Board of Directors or the Architectural Review Board, as the case may be.

(d) Rules. From time to time the Board of Directors shall adopt general rules, including but not limited to rules to regulate potential problems relating to the use of property and the well-being of Members, such as keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, signs, trash and trash containers, maintenance and removal of vegetation on the Property, and the type and manner of application of fertilizers or other chemical treatments to the Property in accord with non-point source pollution control standards. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

(e) Exceptions. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Declarant or Builder is engaged in developing or improving any portion of the Property, such persons shall be exempted from Rules affecting movement, disposition, and storage of building materials and

equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model homes. Such exemption shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness, and general appearance of the Property.

(f) Building Restriction Lines. No structure shall be constructed in violation of the Building Restriction Lines established by the Zoning Ordinances of Fairfax or as may be set forth in the Deed of Dedication and Subdivision for the Property.

Further, no structures, including but not limited to fences and walls, shall be erected in front or side yards. Front and side yards shall be defined as the area between the street and the line established by the plane of the rear wall of the dwelling constructed on any Lot extended to such Lot's property lines.

(g) Residential Use. All Lots shall be used, improved, and devoted exclusively to residential use, except that an "at home" office may be maintained in a dwelling provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided, further, there shall be no distribution of merchandise or other materials on a regular basis nor shall said at home office create any additional motor or foot traffic beyond that anticipated in a first-class suburban residential neighborhood of the quality and standard of Crossfields Section Two. Nothing herein shall be deemed to prevent an Owner from leasing to a Single Family, provided such lease shall be in writing and subject to all of the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

(h) Vehicles. No portion of the Property subjected hereto shall be used for the repair of motor vehicles. Use and storage of all vehicles and recreational equipment upon the Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Directors as provided herein;

(1) All motor vehicles including, but not limited to trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicle shall be driven on pathways or Common Areas. This prohibition shall not apply to normal vehicular use of designated streets and lanes.

(2) Parking of all commercial and recreational vehicles and related equipment, including boats and boat trailers, other than on a temporary and non-recurring basis, shall be in garages or in areas approved by the Association for such parking. No such area for approved parking is currently contemplated by the Association. There shall be no parking of commercial or recreational vehicles anywhere within public view; parking of commercial and recreational vehicles shall be restricted entirely to garages. If a truck-mounted camper is to be an Owner's primary means of transportation, it shall not be considered a recreational vehicle, provided it meets the following conditions: (i) the vehicle is moved on a daily basis; (ii) it is parked within a garage or driveway; and (iii) if the camper is removed, it shall be stored in an area screened from all surrounding property.

(i) Pets. Subject to limitations as may from time to time be set by Fairfax County, Virginia and the Association, generally recognized household pets, in reasonable numbers, may be kept and maintained on a Lot, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the

Lot and must be leashed in accordance with the ordinances of Fairfax County, Virginia. No animals or fowl may be kept on the Property which result in annoyance and/or become a nuisance to residents in the vicinity.

(j) Clothes Drying Equipment. No exterior clothes lines or other exterior clothes drying apparatus shall be permitted on any Lot, unless obscured from view from the street and the neighbors.

(k) Antennae. Exterior television or other antennae are prohibited, unless approved in writing by the Board of Directors or, if formed, the Architectural Review Board. Subject to appropriate federal regulations, satellite dishes may be allowed, provided adequate screening is provided by the Owner, as determined by the Board of Directors or, if formed, the Architectural Review Board.

(l) Trash Receptacles. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All refuse containers shall be screened from the view of adjoining Lots and streets.

(m) Trash Burning. Trash, leaves, and other similar material shall not be burned in violation of Fairfax County law.

(n) Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written approval of the Board of Directors, except customary name and address signs and "For Sale" signs of not more than twelve inches (12") by twelve inches (12") and no more than one (1) of each type sign may be posted.

(o) Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

(p) Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic or which is in violation of Section 1(f) hereof. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property and shall comply with Fairfax County, Virginia ordinances. All fences shall be board on board construction, a minimum of four feet (4') in height and shall be constructed of cedar wood materials.

(q) Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

(r) Storage of firewood. Storage of firewood shall be restricted to rear yards. All firewood storage locations must be screened from view from the street and the neighbors.

(s) Leases. All leases within the Neighborhood shall be for a minimum of six (6) months. Leases shall be valid only if the tenant acknowledges receipt of a copy of the rules and regulations of the Association and the Lease shall state such acknowledgment.

(t) Garages. No garage shall be utilized for other than the purpose of storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. Except for the purposes of immediate access to the inside of a garage, Owners and occupants shall make a reasonable effort to keep garage doors in a closed position. Owners shall make a reasonable effort to keep all vehicle(s) parked within the garage with the garage door closed, to the extent allowed by the size of the garage.

(u) Windows. All window treatments (curtains, blinds, shades, etc.) visible from the front of any Lot shall be white in color.

**Section 2. Maintenance of Property.**

(a) Owner Obligation. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, free of debris, and all lawns shall be maintained at a maximum height of six (6) inches, all in a manner and with such frequency as is consistent with good property management.

(b) Failure to Maintain. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association after Notice to the Owner and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for herein for non-payment.

**Section 3. Resale of Lots.**

The Contract Seller of a Lot shall notify the Board of Directors of the name of the Contract Purchaser and the scheduled date and place conveyance will be accomplished.

The Board thereupon shall prepare and provide the disclosure packet required by Section 55-512 of the Virginia Code and may charge the requesting party a reasonable sum for providing same.