

**SCHEDULE "B"**  
**RESTRICTIVE COVENANTS FOR**  
**PARKSIDE MANOR SUBDIVISION, FAIRFAX COUNTY, VIRGINIA**

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

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

**SECOND:** The land in the above described Subdivision, and any and all lots now or hereafter subdivided or created therein by Declarant, its successors or assigns, shall be used solely for, and shall be known and described exclusively as, residential dwelling lots. The Declarant, however, for itself, its successors and assigns, does hereby reserve the right to alter, amend and/or

change any line or lines or subdivision plan, pursuant to a recorded plat of subdivision or resubdivision, and/or operate on any Parcel in the Subdivision any community swimming pool, tennis courts or other recreational facilities, all as Declarant, its successors or assigns, may deem appropriate.

**THIRD:** Unless such use is approved by the Board of Directors of the Association, no residence or any part thereof in the Subdivision, nor any garages or other structures or outbuildings on any lot in said Subdivision, shall be used for the conduct or practice of any business, commerce, profession or trade of any nature, except authorized home occupations allowed under Fairfax County ordinances. No chickens, or other fowl, cows, horses, pigs or other livestock or animals (other than domestic cats or dogs and other domesticated household pets) shall be kept or maintained on any part of said Subdivision, or in any structures or other improvements situate herein; and no dogs, cats or other animals of any nature shall be bred therein or thereon and/or sold for commercial purposes. Unless approved by the Board of Directors of the Association, no exterior television, radio and/or satellite dish or antenna larger than eighteen inches in diameter and/or length shall be permitted on any lot in the subdivision. Unless approved by the Board of Directors of the Association, no clothes line, or clothes dryer, shall be permitted on any lot in the subdivision.

**FOURTH:** No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any of the lots in said Subdivision shall at any time be used for habitable purposes, temporarily or permanently, nor (subject to the provisions of Article FIFTH hereof) any structure of a temporary character be

erected upon any part of said Subdivision unless first approved in writing by the Declarant, or its successors or assigns of Declarant designated by it.

**FIFTH:** No construction shed or construction office shall be permitted to remain on any lot in said Subdivision except incidental to, and in connection with, bona fide construction of permanent improvements pursuant to building permits actually issued by governmental authorities having jurisdiction, and any such construction shed or office must be removed from said lot not later than two (2) months after cessation of building operations. For purposes hereof, "building operations" shall be deemed to have ceased when the owners of the lot on which such construction shed or office is located has not, within two (2) months performed or caused to be performed in good faith any actual construction improvements on such lot or on a lot contiguous thereto. In the case of the Declarant, building operations shall be deemed to continue until the Declarant has obtained an occupancy permit from governmental authorities for all lots and been released from all governmental bond obligations on PARKSIDE MANOR Subdivision.

**SIXTH:** No noxious or offensive activity of any nature shall be carried on or upon any lot in the Subdivision, nor shall anything be done or placed thereon which may be or become an annoyance or nuisance to the neighborhood. Property owners in the Subdivision shall, at all times, maintain their property in good repair and in a state of neat appearance. Refuse, trash, garbage and debris, or containers therefor, shall not be stored or placed on any property where they will be visible from any street. Trash, refuse, leaves and other waste

materials shall be stored in sanitary containers and shall not be burned in said Subdivision, and incinerators manufactured or designed for the burning of trash, garbage or waste materials shall not be placed or operated on any part of any lot in the Subdivision. Unless parked in a garage, no commercial or industrial vehicles, including, but not limited to, moving vans, trucks of any kind, tractors, trailers, construction vehicles or equipment, buses, farm machinery or equipment shall be regularly or habitually parked or permitted to remain in front of, or on or adjacent to any Lot or street in the Subdivision (except, as to construction equipment, in connection with bona fide construction of improvements in said Subdivision, and in such case, subject to the same restrictions imposed upon construction sheds and offices in Article FOURTH hereof). No junk vehicles, vehicles in a visible state of disrepair, or vehicles lacking proper registration and inspection stickers shall be permitted to remain on any Lot or street within the Subdivision. Unless approved by the Board of Directors of the Association, boats, boat trailers, camping trailers and other recreational vehicles may be on a Lot only if stored completely out of view within a garage. Except for flower beds, shrubs and trees (which shall be neatly maintained), all open lot areas in the Subdivision shall be maintained as grass covered lawns (not higher than five inches in height.).

**SEVENTH:** No sign, signs or other forms of advertising of any nature shall be displayed on any lot in the Subdivision except for usual address signs, and excepting for one (1) sign not to exceed three (3) feet in any dimension advertising the property for sale or rental, or advertising the name of a builder

during the course of bona fide construction on such lot. Nothing herein shall prohibit a subdivision entrance sign or signs constructed by the Declarant and maintained by the Association.

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

**NINTH:** Notwithstanding anything herein to the contrary, the Declarant, and its successors and assigns, during the period of its (or such successors and assigns) initial construction of any improvements on any Lot covered by this Declaration, shall be exempt from the provisions of Schedule B of this Declaration.

**TENTH:** All of the above restrictions shall run with and bind the land in said Subdivision for a period of twenty (20) years from the date the Declaration is recorded unless otherwise herein specified, and thereafter shall automatically be renewed for periods of twenty (20) years as specified in Article TEN, Section 3 of the Declaration of Covenants, Conditions and Restriction. The aforesigned Declarant, as the present most interested party in maintaining the high quality development which by these covenants is sought to be assured for the land

hereby restricted, hereby expressly reserves unto itself (so long as these restrictions are in effect), and its successors and assigns designated by them, the absolute, unqualified right to waive or alter from time to time such of the above restrictions as they may deem best, as to any one or more of the Lots in said Subdivision, which waiver of alterations shall be evidenced by the mutual written consent of the Declarant (or its designated successors and assigns) and the then Owner or Owners of the land as to which some or all of said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded among the land records of Fairfax County, Virginia.

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

**TWELFTH:** It is the intent of the Declarant and Association that for the areas noted as buffers on the Buffer Are Plat, no removal of healthy shrubs or trees greater than two inches in diameter will be permitted. This restriction shall be a covenant running with the land, and binding upon both the Declarant and Association.

**THIRTEENTH:** Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions hereof;

and in such event the remaining provisions of this instrument not so invalidated shall be and remain in full force and effect.

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