

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made on the date hereinafter set forth by THE YEONAS COMPANY, A Virginia corporation, hereinafter referred to as "Declarant".

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

WHEREAS, Declarant is the owner of certain property in the County of Prince William, State of Virginia, which is more particularly described as follows:

Lots 1 through 44, both inclusive, Resubdivision of Parcel "B", SUDLEY VILLAGE, as shown on the plat attached to the Deed of Resubdivision recorded in Deed Book 775, at Page 371, among the land records of Prince William County, Virginia.

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 Sudley Village Homeowner's Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

~~(c)~~ ownership of each lot shall entitle the owner or owners thereof to the use of not more than one 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 area. The Association shall permanently assign one vehicle parking spaces for each dwelling.

(d) 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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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 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 (3) 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 Class B membership, or
- (b) on January 1, 1977.

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 to promote the recreation, health, safety, and welfare of the residents in the

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be One Hundred Sixty Eight Dollars per lot, payable at the rate of Fourteen Dollars (\$14.00) per month.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4

rate of six percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien to 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 of any 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.

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 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.

ARTICLE VI

RESTRICTIVE COVENANTS

1. No building, structure, alteration, addition or improvement of any character other than interior alterations not affecting the external appearance of a building or structure shall be constructed or changed upon any portion of The Properties unless and until a plan of such construction shall have been approved 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.
2. The Architectural Control Committee is composed of the President, the Vice President and the Secretary of the Association. A majority of the Committee may designate a representative to act for it. On the expiration of the term of any member of the Architectural Control Committee the Board of Directors of the Association shall name a successor to serve for a term of three years. In the event of the death, resignation, refusal or inability to act of a member of the committee, the Board of Directors of the Association shall name a successor to fill the unexpired term. The members of the committee shall not be entitled to any compensation in connection with the performance of their functions as such.
3. No lot shall be used except for residential purposes, or for professional offices, that are in harmony with the residential character of all other dwellings on the lots with written approval of the Board of Directors.
4. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree of a diameter of more than four inches measured two feet above ground level, lying without the approved building driveway and parking areas, shall be removed without the approval of the Architectural Control Committee.
5. 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. No exterior lighting shall be directed outside the boundaries of a lot or other parcel of The Properties.
6. 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 plat attached to the Deed of Dedication of Sudley Village Subdivision, whether within the boundaries of residential lots or in Common Properties until such time as the common area is conveyed to the Association. 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 Association or authority which directed the entry. And, further, the Association shall have the right to establish easements over the Common Area as needed for utility purposes after such time as the Common Area has been conveyed to the Association. Easements for individual lots for utilities may be established only by the recorded plan of the subdivision, or as granted thereafter by the individual lot owners.

7. 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 attached plat or unless approved by the Architectural Control Committee.

8. No exterior clothesline, or clothes hanging device shall be allowed upon any lot.

9. 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 sale or rent and except for temporary signs erected by the Declarant in connection with the construction, lease, or sale of buildings and lots or other parcels of The Properties.

10. No livestock including horses, cattle and hogs, nor fowl such as chickens and pigeons shall be kept on the property. The breeding of animals for commercial use is prohibited, but nothing contained herein shall be construed to prohibit the keeping of the usual domestic pets. No more than two domestic pets shall be kept at any one time. Pets shall be restrained and controlled as required by ordinance now or hereafter promulgated by Prince William County, Virginia.

11. The Association shall have the right (if after 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 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 Architectural Control Committee to keep such lot in neat and good order, all at the cost and expense of the owner. The Association shall have the right (after notice set forth above) to perform exterior maintenance on any owner's dwelling unit which requires repairs or painting neglected by the owner, the cost for such repairs shall be due to the Association from such owner.

12. No antenna 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, unless permitted by a majority vote of the members of the Association at a regularly called meeting of the Association.

13. No lot shall be used or maintained as a dumping ground for rubbish or storage of trash. Trash, garbage or other waste shall not be kept except in commercial trash truck transportable containers. 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. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this paragraph and to enter only any lot for this purpose.

14. No commercial truck, commercial bus, or other commercial vehicle of any kind shall be permitted to be kept or parked overnight upon any portion of the Properties.

15. No portion of The Properties shall be used for the repair of automobiles, nor shall any vehicle 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.

16. No baby carriages, velocipedes, bicycles, or other articles of personal property shall be deposited, allowed or permitted to remain on any lot. The Association may impound all such articles and make a charge for their return.

17. No boats, trailers, tent, or any structure of a temporary character, or portable vehicle or automobiles shall be parked in front or side yard.

18. Notwithstanding any other provision of this document, none of these covenants will apply to any portion of the land which may in the future be designated for recreational or general community use.

19. It is hereby covenanted and agreed by the parties to this instrument that the condition, limitation and restrictions hereinabove set forth shall, by reference, be incorporated in all deeds of conveyance and shall be and become covenants running with the land except as they become inconsistent with or are hereafter modified by civil authority having jurisdiction over the land being hereby subdivided.

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 walls and liability for property damage due to negligence or willful acts or omission 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 provision of this Article, an owner who by his negligent or willful act caused 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 any other owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provision of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by majority of all of the arbitrators.

Section 7. Easement. Wherever at the property line of adjoining units there is an encroachment of siding, brick, gutter-board or roof overhang, every owner so affected hereby grants to the owner of a unit encroaching in the manner stated above a perpetual easement for such encroachment as well as a perpetual easement of

ingress and egress upon the roof of the owner encroached upon for the sole purpose of repair, maintenance, replacement and painting of any such encroaching part.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of 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, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy - five percent (75%) of the lot owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of

Page Thirteen

the Veterans Administration: annexation of additional property, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, The Yeonas Company, a Virginia corporation, has caused this instrument to be executed by its President and its corporate seal to be heretunto affixed and attested by its Secretary on the 25th day of June, 1975.

THE YEONAS COMPANY

By Constantine H. Yeonas President

ATTEST:

[Signature]
Asst Secretary

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 25th day of June, 1975, by Constantine H. Yeonas, President of The Yeonas Company, a Virginia corporation, on behalf of the corporation.

Sandra E. Townsend
Notary Public

My commission expires: 2-22-77

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