



**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 3rd day of October, 1975, by AARON TOMARES and ROBERT E. STEIN, Trustees (hereinafter referred to as Declarant) and L. TRICE GRAVATTE AND DEAN WAGNER, Trustees (hereinafter referred to as Trustee).

* * * * * **WITNESSETH** * * * * *

WHEREAS, the Declarant is the owner of certain property located in the County of Fairfax, Virginia, containing 41.45212 acres which is more particularly described by reference to the metes and bounds description and the plat of subdivision attached to the Deed of Dedication 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

WHEREAS, the Trustees are the trustees on a certain Deed of Trust encumbering the said property, which Deed of Trust is recorded in Deed Book 3909 at page 543, among the land records of Fairfax County, Virginia.

NOW, THEREFORE, Declarant, with the consent and joinder of the Trustees hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties of any part thereof, and shall inure to the benefit of each owner thereof.

EXHIBIT B

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Greentree Village Community Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described in the Deed of Dedication recorded immediately prior hereto, and such other townhouse additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the members of the Association, being more specifically described as Parcels B and C, Greentree Village, containing 528,683 square feet and 176,420 square feet, respectively.

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.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Aaron Tomares and Robert E. Stein, Trustees their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

ANNEXATION OF OTHER ADDITIONAL PROPERTIES

Section 1. Annexation of other additional property not provided for herein shall require the assent of two-thirds (2/3) of the Class A. members and two-thirds (2/3) of the Class B. members, if any, at a meeting duly called for the purpose, written notice of which shall be sent to all members 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 members or of proxies entitled to cast sixty-seven percent (67%) of the votes of each class of 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 such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days

following the preceding meeting. In the event that two-thirds (2/3) of the Class A. membership or two-thirds (2/3) of the Class B. membership are not present in person or by proxy, 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 Deed Book 3174 at page 536, Deed Book 3174 at page 529 and Deed Book 3909 at page 540, of the land 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 determine 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 two-thirds (2/3) 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 sixty-seven percent of all 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 requirements 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.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or 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 Lot shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated [sic] 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 members shall be entitled to [sic] 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, 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 membership 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) At the expiration of four (4) years after October 1, 1975.

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 eased as hereinabove provided, Class B membership shall be revived with respect to those Lots so annexed, provided that, the Class B membership for 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 equals the total votes outstanding in the Class B membership, or

(b) At the expiration of four (4) years after October 1, 1975.

ARTICLE V

PROPERTY RIGHTS

Section I. 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:

(a) the rights of the Association to limit the number of guests of members;

(b) the rights of the Association to charge reasonable admission and other fees from the use of any recreational facility situation 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 homeowners hereunder; the mortgaging of the

common area should be only permitted with the assent of two-thirds (2/.3) of each class of members;

(d) the rights of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid'; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) the 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 to case two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3 of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance; and

(f) the right of the individual owners to the exclusive use of parking spaces as provided in this Article.

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

Section 3. Title to the Common Area The Declarant hereby covenants for itself, its heirs and assigns, that it will convey 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 lot.

Section 4. Parking Rights. Ownership of each 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 assign one (1) vehicular parking space for each dwelling.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owner within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, 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, 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 Twelve Dollars (\$12.00) per month for Class A members, and twenty-five (25%) of the Class A members' assessment per month for Class B members. In consideration of Declarant's exemption from a full assessment, Declarant hereby covenants and agrees to maintain the Common Area without cost to the Association for one (1) year from the date of conveyance of the first Lot an [sic] 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.

(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 effective January 1 of each year without a vote of the member in conformance with the percentage 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 Consumer Price Index for the month of October, 1975.

(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 increase above that specified in (a) above only 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) 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 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 Section 3 and 4 shall be sent to all members not less than thirty (30) days nor [sic]

more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special 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 as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape [sic] liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9 (sic). Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 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.

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 of 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 large 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 negligence 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 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 as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee composed of three (3) representatives appointed by the board of Directors. In event said committee fails to approve or disapproved such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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

MEMBER	EXPIRATION OF TERM OF OFFICE
Aaron Tomares	December 31, 1978
Robert E. Stein	December 31, 1977
Russell S. Rosenberger, Jr.	December 31, 1976

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

ARTICLE IX

EXTERIOR MAINTENANCE

In the event that the need for maintenance or repair is caused though the willful or negligent act of the Owner, his family, or guests, or invitees, at its option and sole discretion the Association may perform the maintenance or repair and the cost of such maintenance of repairs shall be added to and become a part of the assessment to which such lot is subject.

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 and to prevent the erection of poorly designed or constructed improvements, the entire area on the attached plat 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 not 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 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 professional offices, or for a builder's construction or sales office during the construction and sales period.

Section 3. 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 or more than four inches measured two feet above ground level,

lying with the approved building drive and parking areas, shall be removed without the approval of the Architectural Control Committee.

Section 4. No noxious or offensive activity shall be carried o 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 [sic] 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 Declaration and 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 this entry.

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 Architectural Control Committee.

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 nor 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.

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

Section 10. The Association 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 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 [sic] and do nay and all things necessary or desirable in the opinion of the Architectural Control committee to keep such Lot in neat and good order, and at the cost and expense of the Owner.

Section 11. No exterior 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.

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. 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 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 any trash can or garbage receptable [sic] which is placed in violation of this paragraph and to enter onto any Lot for this purpose.

Section 13. 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.

Section 14. No portion of The Properties shall be used for the repair of automobiles [sic], 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 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.

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

ARTICLE XI

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 [sic] 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 with the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (76%) of the Lot Owners. Any amendment must be properly recorded.

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, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Aaron Tomares, Trustee

AARON TOMARES, Trustee

Robert E. Stein, Trustee

ROBERT E. STEIN, Trustee

L. Trice Gravatte, Trustee

L. TRICE GRAVATTE, Trustee

Original Signatures On File

Notice:

Declaration of Covenants, Conditions and Restrictions has been re-typed and is hereby provided for informational purposes only.

Board of Directors

June 2005