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THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made this 4th day of January, 1984, by and between UNION MILL PARTNERSHIP, hereinafter known as "Declarant," and UNION MILL HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation, hereinafter known as "Association."

WHEREAS, Declarant is the fee owner of certain real property located in Dranesville District, Fairfax County, Virginia, known as Lots ONE (1) through FIFTY-FIVE (55), inclusive, and Parcel B, UNION MILL, as the same are duly dedicated, platted, and recorded in Deed Book 5905, at page 1470, among the land records of Fairfax County, Virginia; and

WHEREAS, Declarant and its successors and assigns desire to create thereon a residential community with permanent open space and other common facilities for the benefit of the community and to provide for the preservation of the values of said community and such other area as may be subjected to this Declaration, and for the maintenance of said open spaces and other facilities; and, to this end, does declare and publish its intent to subject the real property as hereinafter described, and as may from time to time be dedicated and subdivided into lots and open space designated for conveyance to a homes association, to the covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth; it being intended that the easements, covenants, restrictions, and conditions shall run with said real property and shall be binding on all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and shall inure to the benefit of each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values of said community to create an agency which shall be delegated and assigned the powers of maintaining and administering the community properties and administering and enforcing the covenants and restrictions and

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ATTORNEYS AT LAW
100 N. 3rd St.
Arlington, VA 22202

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collecting and disbursing the assessments and charges herein-
after created; and

WHEREAS, Declarant has incorporated under the laws of the
Commonwealth of Virginia, as a non-stock corporation, UNION
MILL HOMEOWNERS ASSOCIATION, for the purposes of exercising
the functions aforesaid.

NOW, THEREFORE, Declarant, for and in consideration of
the premises and the covenants contained herein, does hereby
grant, establish, and convey to each Owner of a Lot mutual
non-exclusive rights, privileges, and easements of enjoyment
on equal terms in common with all other owners of Lots, in and
to the use of the Common Area; and FURTHER, does hereby declare
the real property described in the Deed of Dedication and
subdivision recorded immediately prior hereto and designated
as LOTS ONE (1) through FIFTY-FIVE (55), inclusive, and Parcel B,
UNION MILL, to be held, transferred, sold, conveyed, and
occupied subject to the covenants, restrictions, easements,
conditions, charges, and liens (hereinafter referred to as
"Covenants and Restrictions"), hereinafter set forth, which
are for the purpose of protecting the value and desirability
of, and 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 successors and assigns,
and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to UNION
MILL HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Declaration" shall mean and refer to this
Declaration of Covenants, Conditions, and Restrictions applicable
to the Properties recorded in the Office of the Clerk of the
Circuit Court of Fairfax County, Virginia.

Section 3. "Properties" shall mean and refer to certain
real property hereinabove described, and such additions thereto
which, from time to time, may be brought within the jurisdiction
of the Association.

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HORN & HANES
ATTORNEYS AT LAW
1001 N. 1ST ST.
FAIRFAX, VA 22030

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Section 4. "Common Area" shall mean all real property consisting of Parcel B (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area, and areas dedicated as public use.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "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 8. "Declarant" shall mean and refer to UNION MILL PARTNERSHIP, and its successors and assigns, if such successors or assigns should acquire from the Declarant (including by foreclosure or deed in lieu of foreclosure) more than two (2) undeveloped Lots for the purpose of development, and any person or entity that may dedicate, subdivide, and submit to this Declaration all or a portion of the real property described in Deed Book ____, at page ____, of the land records of Fairfax County, Virginia.

Section 9. "Mortgagee" shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the Common Area and who has notified the Association of this fact.

ARTICLE II

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 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

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Section 1. Members' Easements

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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 right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to limit the number of guests of members at such recreational facility;
- (c) The right of the Association, in accordance with the Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, with the assent of more than 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, to mortgage said property, subject to this Declaration and the easement of enjoyment created hereby, and to acquire property encumbered by the lien or liens of the deed or deeds of trust securing improvements on said property, provided that any such mortgage of the Common Area must state that it is subject to this Declaration and the easement of enjoyment created hereby and shall not be in conflict with its designation as "open space";
- (d) The right of the Association to suspend the voting rights and right to the use of any recreational facilities constructed on the 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 for any infraction of its published rules and regulations;
- (e) The right of the Association at any time and consistent with the then existing zoning ordinances of Fairfax County and its designation as "open space", or upon dissolution 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; provided that any such dedication or transfer shall have the

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assent of more than 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, written notice of which shall be sent to all members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. Upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents;

(f) The right of the Association to grant any public utility with or without payment of damages to the Association, and consistent with the "open space" designation thereof, easements for the construction, reconstruction, installation, repair, and/or necessary maintenance of utility lines through or over any portion of the Common Areas. The foregoing shall not be construed, however, to permit any such public utility to acquire or damage any improvements situate upon the Common Areas, or other structures or installations situate thereon which would otherwise be deemed to be part of the realty, without the payment of damages, including severance or resulting damages, if any to the Association, all in amounts and in a manner now or hereafter governing proceedings for the acquisition of private property for public use by condemnation in this Commonwealth; and

(g) The right of the Association to lease Common Area, provided however that such lease(s) must:

- (1) be only to non-profit organizations,
- (2) such organizations must give preference to members of the Association with regard to membership and use of facilities,
- (3) prohibit assignment and subleasing,
- (4) require approval by the Association of uses of the Common Area and facilities, which must be in accordance with this Declaration,
- (5) be consistent with the then existing ordinances of the County, and

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(6) be consistent with the open space designation thereof.

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 member's Lot.

ARTICLE V

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 therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association;

(a) Annual assessments or charges, and

(b) Special assessments for capital improvements or other specified items; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collections thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and 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 for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the payment of taxes and improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

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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 other than the Declarant, the maximum annual assessment shall be ONE HUNDRED DOLLARS (\$100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot, 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 (All Items Index) for the Washington, D. C., standard metropolitan area (published by the Department of Labor, Washington, D.C.) for the year ending the preceding July 1, or five percent (5%), whichever is greater.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment may be increased above that established by subparagraph (a) for the next succeeding three (3) years, and thereafter for each succeeding period of three (3) years, provided that any such change shall have the assent by a vote of more than two-thirds (2/3) of each class of the 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 twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

(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. 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 or reconstruction repair or

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replacement of a capital improvement upon the Common Area, including the fixtures and personal property related thereto, or other specified purpose, provided that any such assessment shall have the assent of more than 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, written notice of which shall be sent to all members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots not owned by the Declarant. Any unoccupied Lot or Lots owned by the Declarant shall be assessed at twenty-five percent (25%) of the rate of Lots not owned by the Declarant so long as the Declarant has Class B membership status. As long as the Declarant retains the right to pay only partial assessments for the unoccupied lots in any section, he must also maintain the Common Area in such section at no cost to the Association and fund all budget deficits including reserves applicable to such section. Thereafter, such Lots will be assessed at the rate for those Lots not owned by the Declarant.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 herein, the presence at the meeting of members or 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 forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall

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commence as to all Lots, in any section, no later than thirty (30) days following the conveyance of the Common Area pertaining to that section. 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 at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Remedies of the Association in the Event of Default. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. The Association in its discretion may:

- (a) Impose a penalty as previously established by rule;
- (b) Accelerate the required payment date of the entire remaining annual assessment; or
- (c) Bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

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 of the assessments provided for herein shall be subordinate

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to the lien of any first trust or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments which thereafter become 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 charitable or other organizations exempt from taxation by the laws of the Commonwealth of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

RESTRICTIVE COVENANTS

Section 1. The Properties shall be used exclusively for residential purposes. The Declarant, however, for itself, its successors and assigns, reserves the right, prior to sale and transfer of any Lot, pursuant to a recorded subdivision plat, to alter, amend, and change any lot lines or subdivision plan. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family detached dwelling, garages, and other approved structures for use solely by the occupants. Except for those related to real estate sales and construction, no sign, advertisement, or message other than for identification purposes only shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in, or from, any residence or residential property. Notwithstanding the foregoing, the Declarant or its assigns may:

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(a) During the construction and/or sales period, and within five (5) years from the date of subdivision of a particular Section, erect, maintain, and operate real estate sales and construction offices, displays, signs, and special lighting on any part of the Properties and on or in any building or structure now or hereafter erected thereon while owned by the Declarant; and

(b) On Lots now or hereafter specifically designated for such purposes by Declarant, there may be erected and/or operated, a church or place of public worship, a school accredited by the Commonwealth of Virginia Board of Education, a public park, or a noncommercial swimming pool, a recreational area, and appurtenances thereto.

Section 2. No clothing, laundry, or wash shall be aired or dried on any portion of the Lots in any area other than in the rear yards of the Lots.

Section 3. No tree, hedge, or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

Section 4. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Except for flower gardens, shrubs, and trees which shall be neatly maintained, all open Lot areas shall be maintained in lawns or other materials approved by the Architectural Review Board. All lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of four (4) inches.

Section 5. No sign of any kind that is illuminated and/or larger than two (2) square feet shall be displayed to the public view on any Lot, except temporary real estate signs not more than four (4) square feet in area advertising the property for sale or rent and except as provided in paragraph 1(a)

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above. All signs advertising the property for sale or rent shall be removed within three (3) days from the date of execution of any agreement of sale or rental.

Section 6. No horse, pony, cow, chicken, pig, hog, sheep, goat, or other domestic or wild animal shall be kept or maintained on any Lot; however, common household pets, such as dogs and cats may be kept or maintained, provided that they are not kept, bred, or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or the neighborhood and are in compliance with applicable Fairfax County ordinances.

Section 7. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot.

Section 8. No person shall paint the exterior of any building a color different than the original color of said building without the proposed color having been approved by the Architectural Review Board.

Section 9. The exteriors of all structures, including walls, doors, windows, and roofs shall be kept in good maintenance and repair. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction. In the event of fire, windstorm, or other damage, the exterior of no structure shall be permitted to remain in a damaged condition for longer than three (3) months.

Section 10. No structure or addition to be a structure shall be erected, placed, altered, or externally improved on any Lot until the plan and specification, including elevation, material, color, and texture and a site plan showing location of improvement with grading modifications shall be filed with and approved in writing by the Architectural Review Board. No alterations, additions, or improvements shall be made to any

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garage which would defeat the purpose for which it was intended. Structure shall be defined to include any building or portion thereof, fence, pavement, driveway, or appurtenances to any of the aforementioned.

Section 11. All fences or enclosures must be approved by the Architectural Review Board as to location, material, and design. Any fence or wall built on any Lot(s) shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. No exterior television or radio antenna of any sort shall be erected or maintained on any Lot without the written consent of the Architectural Review Board, provided that the Association shall have the right to erect and maintain a master antenna on Association property, if the erection of such master antenna is approved by members of the Association pursuant to the provisions of Article IV, hereof.

Section 13. No junk vehicles, recreational vehicles, house trailers, or commercial or industrial vehicles such as, but not limited to, moving vans, trucks, tractors, trailers, vans, wreckers, hearses, buses, boats, boating equipment, travel trailers, or camping equipment, shall be regularly or habitually parked within the boundaries of the subdivision, except in the areas designated by the Association.

Section 14. The provisions of Sections 5, 7, 8, 9, 10, and 11 above shall not apply to any construction or development or improvements on any Lot by a Declarant commencing within three (3) years from the date of submission of said Lot to this Declaration.

Section 15. The Board of Directors shall have the authority to adopt such rules and regulations regarding Sections 1 through 13 above as it may from time to time consider necessary or appropriate.

Section 16. The Architectural Review Board shall consist of the Directors of the Association, or a committee of three (3) or more persons appointed by them. Applications for

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approval by the Architectural Review Board shall be in writing. Approval or disapproval by the Board shall also be in writing. Failure of the Board to approve or disapprove a request within forty-five (45) days shall be construed as Committee approval of the request.

ARTICLE VII

ARCHITECTURAL REVIEW BOARD

Section 1. Composition. The Architectural Review Board shall be comprised of three (3) or more members. Members shall serve staggered three (3) year terms, as determined by the Board of Directors.

Section 2. Method of Selection. The Declarant shall nominate three (3) persons and one (1) alternate to serve on the New Construction Committee of the Architectural Review Board. The Board of Directors shall appoint or reject such nominees and, in case a nominee is rejected, the Declarant shall thereupon nominate another person for appointment.

Section 3. Vacancies. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

Section 4. Officers. At the first meeting of the Architectural Review Board following each Annual Meeting of the Members, the Architectural Review Board shall elect from among themselves, a Chairman, a Vice-Chairman, and a Secretary who shall perform the usual duties of their respective offices.

Section 5. Duties. The Architectural Review Board shall regulate the external design, appearance, and locations of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures, the natural vegetation, and topography. In furtherance thereof, the Architectural Review Board shall:

- (1) Review and approve, modify or disapprove, within thirty (30) days, all written applications of Owners and of the Association for improvements or additions to Lots or Common Areas;

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- (2) Periodically inspect the Properties for compliance with architectural standards and approved plans for alteration;
- (3) Adopt architectural standards subject to the confirmation of the Board of Directors;
- (4) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions; and
- (5) Maintain complete and accurate records of all actions taken.

ARTICLE VIII
COMMON DRIVEWAYS

Section 1. Definitions.

(a) "Common Driveways" shall be the areas within the Ingress and Egress Easements as shown on the plats attached to the Deeds of Dedication and Subdivision for Union Mill or as may subsequently be established by Declarant; and

(b) "Affected Lots" shall be the Lots encumbered by and/or served by a Common Driveway.

Section 2. Restrictions.

(a) Common Driveways shall be used for the purpose of ingress and egress to the Affected Lots served by the individual Ingress and Egress Easements, for governmental and other emergency vehicles, ingress and egress, and for construction and maintenance of utilities;

(b) No act shall be performed by any Members, their tenants, guests, or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other authorized Member in and to the Common Driveway of an Affected Lot; and

(c) There shall be no parking within Common Driveways at any time except for delivery and/or emergency vehicles, unless all Owners of Affected Lots pertaining thereto shall agree upon other parking limitations.

Section 3. Damage or Destruction.

In the event that any Common Driveway is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time);

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(a) through the act of Member or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such a Member to rebuild and repair the Common Driveway without cost to the other Owners of Affected Lots for that Driveway;

(b) other than by the act of a Member, his agents, guests, or family, it shall be the obligation of all owners of Affected Lots for that Common Driveway to rebuild and repair such Common Driveway at their joint and equal expense. To this end, the Owners of Affected Lots for a Common Driveway shall assess themselves periodic dues which shall be used to defray the costs of said rebuilding and repair. Any lien arising out of an assessment for repair or maintenance of Common Driveways shall be subordinate to the lien of any first or second deed of trust or mortgagee; and

(c) In the event of any dispute arising concerning the use, repair, and maintenance of said Common Driveways as set forth herein, which cannot be resolved by the Owners, such dispute shall be resolved by arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX
EASEMENTS

Section 1. There is hereby granted a blanket easement to the Association, its directors, officers, agents, and employees, to any Manager employed by or on behalf of the Association, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the Properties in the exercise of the functions provided by this Declaration and the Articles, By-Laws and Rules of the Association, in the event of emergencies, and in performance of governmental functions.

Section 2. The rights accompanying the easements provided by Section 1 of this Article shall be exercised only during reasonable daylight hours and then whenever practicable only

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after advance notice to, and with the permission of, any Owner or tenant directly affected thereby when not an emergency situation or a governmental function.

Section 3. A Declarant, its agents and employees, shall have a right of ingress and egress over the Common Area as required for construction and development of the Properties.

Section 4. There shall be and is hereby reserved to a Declarant a nonexclusive easement over any Lot or any Common Area, for the purpose of installing, repairing, and/or maintaining utility lines of any sort including, but not limited to, storm drains, sanitary sewers, gas lines, electric lines, and/or cables, water lines, telephone lines, and the like. This easement shall automatically expire as to any Lot or Parcel five (5) years from subdivision of such Lot or Parcel.

Section 5. There shall be and is hereby reserved to a Declarant a perpetual and nonexclusive easement over all Lots, or any Common Area, for the purposes of maintaining, landscaping, mowing, erecting, and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features, and/or "theme areas," light, stone, wood, or masonry wall features and for the purpose or purposes of executing any of the powers, rights, or duties granted to or imposed on the Association in Article IX hereof.

Section 6. Any rights granted to a Declarant in this Article shall extend only to Lots and Parcels submitted to this Declaration by such Declarant.

ARTICLE X

POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Discretionary Powers and Duties.

The Association shall have the following powers and duties which may be exercised at its discretion:

- (a) To enforce any or all building restrictions which are imposed by the terms of this Declaration or which may hereafter be imposed on any part of the Properties. Provided, however, that nothing contained herein shall be deemed to prevent the owner of any Lot from enforcing any

HAZEL
ANDERSON & HANES
Attorneys at Law
P.O. Box 347
St. Paul, Oregon 97101

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building restrictions in his own name; the right of enforcement shall not serve to prevent such changes, releases, or modifications of the restrictions or reservations placed upon any part of the Properties by any party having the right to make such changes, releases, or modifications in the deeds, contracts, declarations, or plats in which such restrictions and reservations are set forth; and the right of enforcement shall not have the effect of preventing the assignment of those rights by the proper parties wherever and whenever such right of assignment exists. The expense and costs of any enforcement proceedings initiated by the Association shall be paid out of the general fund of the Association, as hereafter provided for;

(b) To provide such light as the Association may deem advisable on streets and for the maintenance of any and all improvements, structures, or facilities which may exist or be erected from time to time on any Common Area;

(c) To use the Common Area and any improvements, structures, or facilities erected thereon subject to the general rules and regulations established and prescribed by the Association and subject to the establishment of charges for their use;

(d) To mow and resow the grass and to care for, spray, trim, protect, plant, and replant trees and shrubs growing on the Common Area and to pick up and remove from said property and area all loose material, rubbish, filth, and accumulations of debris; and to do any other thing necessary or desirable in the judgment of the Association to keep the Common Area in neat appearance and in good order;

(e) To exercise all rights and control over any easements which the Association may from time to time acquire, including, but not limited to, those easements specifically reserved to the Association in Article IX, hereof;

(f) To create, grant, and convey easements upon, across, over, and under all Association properties including,

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but not limited to, easements for the installation, replacement, repair, and maintenance of utility lines serving lots in the subdivision;

(g) To employ counsel and institute and prosecute such suits as the Association may deem necessary or advisable, and to defend suits brought against the Association;

(h) To employ from time to time such agents, servants, and laborers as the Association may deem necessary in order to exercise the powers, rights, and privileges granted to it, and to make contracts;

(i) To promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Common Area for the benefit of all owners, which rules and regulations may include assignment of parking spaces and no restriction or prohibition on certain vehicles as provided in this Declaration;

(j) To create subsidiary corporations; and

(k) To build facilities upon the land owned or controlled by the Association.

Section 2. Mandatory Powers and Duties. The Association shall exercise the following rights, powers, and duties:

(a) To accept title to the Common Area and to hold and administer said property for the benefit and enjoyment of the owners and occupiers of lots in the subdivision. The purpose of this provision is to impose on the Association the obligation to accept title to any Common Area and to hold and maintain the same for the benefit of owners and occupants of Lots in Union Mill; and

(b) To make and enforce regulations governing the use of the Common Area.

Section 3. The Association shall be empowered to obtain fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, or agents responsible for handling funds collected and held for the benefit of the Association.

HAZEL
DELMONTE & HANES
Attorneys at Law
P. O. Box 547
Lynchburg, Virginia 22700

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Section 4. The Association shall maintain a comprehensive policy of public liability insurance covering the Common Area. Such insurance policy shall contain a severability of interest clause or endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location, and use.

ARTICLE X

RIGHTS OF MORTGAGEES

All Mortgagees shall have the following rights:

Section 1. A Mortgagee, upon request, will be given written notification from the Association of any default in the performance by the Owner of a Lot relating to the mortgage owned by the Mortgagee of any obligation under this Declaration or related Association documents, which is not cured within sixty (60) days.

Section 2. Any Mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the Mortgagee.

Section 3. A Mortgagee shall have the right to examine the books and records of the Association.

Section 4. Provided that improvements have been constructed in the Common Area, and provided that a Mortgagee gives notice to the Association that it has relied on the value of the improvements in making a loan on the Properties, then such Mortgagee shall be further entitled to the following rights:

(a) Unless all Mortgagees and three-fourths (3/4) of the Owners have given their prior written approval, the Association shall not:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area or

HAZEL
HOPE & HANES
OFFICE OF THE
O 304 547
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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 twenty (20) years. The covenants and restrictions of this Declaration may be amended in whole or in part, provided that Declarant shall not amend or remove from this Declaration without the consent of the Association and an Owner, other than the Declarant and the Association, of at least one Lot in Union Mill. Any such amendment during the first twenty (20) year period shall have the assent of not less than eighty percent (80%) of the lot Owners, and thereafter any amendment shall have the assent of seventy-five percent (75%) of the votes of the lot Owners, at a meeting duly called for this purpose, written notice of which shall be sent to all lot Owners not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. Any amendment must be properly executed and acknowledged (in the manner required by law for the execution and acknowledgment of deeds) by the Association and recorded among the land records of Fairfax County, Virginia.

Section 4. Special Amendment. For a period of one (1) year after the recording of this Declaration, the Declarant may make any Amendment required by any of the Federal Mortgage Agencies, such as the Federal Housing Administration, the Veterans Administration or the Federal Home Loan Mortgage Association, or Fairfax County, Virginia, as a condition of the approval of the documents, by the execution and recordation of such amendment following notice to all owners.

Section 5. Annexation of Additional Properties. The Association may, for twenty-one (21) years from the date hereof, annex additional areas and provide for maintenance, preservation, and architectural control of residence Lots, and so add to its membership under the provisions of Article II, provided that any such annexation shall be authorized at a

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other property owned by the Association. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause;

(ii) Change the method of determining assessments;

(iii) By act or omission change, waive, or abandon the architectural controls or imposition thereof established by this Declaration;

(iv) Fail to maintain fire and extended coverage on insurable parts of the Common Area or other Association property on a current replacement-cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs, not including land value of the improvements; and

(v) Use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement, or reconstruction of such property.

(b) A Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The Mortgagee or Mortgagees making such payments shall be owed immediately reimbursement therefor from the Association.

(c) The assessments imposed by the Association shall include an adequate reserve fund for maintenance, repairs and replacements for those parts of the Common Area which may be replaced or require maintenance on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments;

(d) The Association shall cause the immediate repair, reconstruction, or renovation of any damage to the Common Area or Association property unless a decision not to repair, reconstruct, or renovate is approved by all Mortgagees;

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(e) In the event that there is a condemnation of the Common Area or other Association property, to the extent practicable, condemnation proceeds shall be used to repair or replace the property taken by condemnation; and

(f) Should there be excess casualty insurance or condemnation proceeds after the renovation, repair, or reconstruction called for herein, such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot, subject, however, to the priority of a Mortgagee with regard to the proceeds applicable to the Lot securing said Mortgagee.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or an Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association or any Owner pursuant to any term, provision, covenant, or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration, or at law or in equity.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way 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, and shall inure to the benefit of and be enforceable by the Association,

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duly held meeting at which a quorum is present by the assent of more than two-thirds (2/3) of each class of the members voting in person or by proxy. After twenty-one (21) years, annexation may be made with the consent of all members. No such consent is required for the annexation of all or any part of the 22.58094 acres acquired by instruments recorded in Deed Book 5831, at page 438, among the land records of Fairfax County, Virginia, by the Declarant.

- (a) annexation of additional properties, except the land within that certain tract described in Section 4 above;
- (b) mergers, consolidations, and dissolution of the Association;
- (c) mortgaging or dedication of the Common Area; and
- (d) amendment of Declaration of Covenants, Conditions and Restrictions.

WITNESS WHEREOF the following signature and seal:

UNION MILL PARTNERSHIP
 By: / Short Development Corporation
 General Partner
 By: Vesta B. Short
 President

STATE OF VIRGINIA, at Large
 COUNTY OF _____, to-wit:

I, the undersigned Notary Public, in and for the State and County aforesaid, whose commission expires on the 10th day of March, 1984, do hereby certify that Vesta B. Short as General Partner of UNION MILL PARTNERSHIP, whose name is signed to the foregoing appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 4th day of January, 1984

Shawn B. Short
 Notary Public

HAZEL
 LINDEN & HANES
 Attorneys at Law
 P. O. Box 147
 Fairfax, Virginia 22030

RECORDED W/CERTIFICATE ANNEXED
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FAIRFAX COUNTY, VA.
 CLERK: [Signature]

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the UNION MILL HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 10th day of Jan, 1981.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 10th day of Jan, 1981.

Sharon B. Sheet
Secretary