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THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS, made this the 23rd day of July, 1978, by and between NEUBAUS CORPORATION OF VIRGINIA, a Virginia Corporation, hereinafter referred to as Declarant and the CHURCHILL SQUARE ASSOCIATION, INC., a Virginia Corporation hereinafter referred to as Recipient.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Fairfax County, Virginia, which is more particularly described as Lots 1 through 106, both inclusive, and Parcel "A", of Churchill Square as duly dedicated, platted and recorded by instrument number _____, among the land records of Fairfax County, Virginia, it also being a portion of the land acquired by Declarant by Deed recorded in Deed Book 4577, Page 578, among the said land records; and,

WHEREAS, Declarant will convey the said properties subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

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, 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 or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Churchill Square Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

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 Neuhaus Corporation of Virginia, its successor and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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 interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated

from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE III

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A Class A members shall be all Owners with the exception of the Declarant or its successors or assigns and 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 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 (s) shall be the Declarant or its successors or assigns and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall be entitled to only one vote for each Lot owned; on the happening of either of the following events:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B Membership, or

(b) on January 1, 1981, unless additional lands are annexed and in that event, the effect of this subsection shall extend for two (2) years after any such annexation.

ARTICLE IV

PROPERTY RIGHTS

Section 1. 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 right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right 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;
- (d) the right 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 180 days for any infraction of its published rules and regulations;
- (e) the right of the Association subject to the then existing laws and ordinances, 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 cast 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 10 days nor more than 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.

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 therefor, 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, 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 collection thereof, as hereinafter provided, 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 such 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 shall not pass to his successor 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 of the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred and no/100 Dollars (\$200.00), per Lot.

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(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1st of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor Washington, D. C.) for the preceding month of

July.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the Maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the end of each such period of Two (2) years, for each succeeding period of Two (2) years, provided that any such change 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, written notice of which shall be sent to all members not less than ten (10) days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) On all unimproved lots or lots on which a house has not been completed so as to be ready for sale, or if completed and not sold, the maximum annual assessment shall be $3\frac{1}{3}$ percent of the maximum annual assessment of Two Hundred and no/100 Dollars (\$ 200.00) per lot.

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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary 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

more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. 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 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Section 3 and 4 hereof, the presence at the meeting 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 forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in section 3 and 4, 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.

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 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 certificate shall be conclusive evidence of payment of any assessment therein states to have been paid.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the 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 (8) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorneys 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 Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any deed of trust, pursuant to a deed of foreclosure under such deed of trust or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof 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 thereon.

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; specifically Parcel "A"; and,

(c) All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

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 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 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 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 the arbitrators.

ARTICLE VII

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 VIII

EXTERIOR MAINTENANCE

The Association shall maintain the common areas within said subdivision, and may erect or make improvements thereon. To this end, it shall have the power to levy

assessments as herein contained and in accordance with its Charter and By-Laws.

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors after approval of two-thirds (2/3) decision of the Board of Directors, the Association shall have the right, through its agents and employees to enter upon said parcel and repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject, and the expense of such exterior maintenance shall become a lien upon the subject property. It is the condition of these covenants that the Association is, and shall be, deemed a general contractor for the purpose of qualifying to file a mechanic's lien, and every lot owner so in default, by the acceptance of his deed, and those claiming under him hereby agrees to pay such expense, and grants permission to the Association to enter upon such Lot and make such exterior maintenance without being guilty of trespass, and said Association, its agents and employees, shall not be liable in damages to any lot owner except for willful and tortious acts committed beyond the scope hereof. Any assessments under this Paragraph and the preceding Paragraph hereof, shall constitute liens subordinate only to liens for taxes and first deeds of trust in favor of a recognized lending institution, upon filing of notice in the Clerk's Office of Fairfax County, Virginia.

ARTICLE IX

USE RESTRICTIONS

1. No lot shall be used, except for residential purposes, or for builder's construction sheds and sales

and administrative offices during the construction and sales period, and not more than one principal building shall be permitted on any residential lot shown on said plat, and no such lot shall be resubdivided so as to produce a building site of less area or width than the minimum required by the Subdivision Ordinance of Fairfax County, Virginia, or otherwise specified by the County Health Officer.

2. No building, garage, trailer, tent, driveway, or structure may be erected, built, or permitted to remain on any lot other than one detached, or town house dwelling not to exceed three stories in height.

3. No trailer, bus, camper, commercial equipment, or disabled or unlicensed vehicle or material portion thereof, may be parked on any street or parking area, lot or common area within said land area, unless, in the case of commercial equipment, it shall be temporarily within such subdivision for the purpose of performing work therein.

4. No noxious or offensive use or activity shall be carried on upon any lot, parking area, or common area, nor shall any practice be engaged in by the owners of lots, their tenants, agents, guests, or assign, that shall become an annoyance or a nuisance to the neighborhood.

5. No animals, livestock or poultry of any kind shall raised, bred or kept on any lot, except that dogs, cats or other usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes, or in unusual numbers.

6. No trash, garbage or other refuse shall be burned on the premises.

7. Easements for installation and maintenance of utilities, walkways, driveways, drainage facilities and access to all lots are reserved. Within these easements,

no structure, planting, or other materials shall be placed or permitted to remain which may obstruct or interfere with the installation and maintenance of said utilities or access to lots. The easements area within each lot shall be maintained constantly by the owner of said lot, except those easements for which a public authority, utility company or municipality is responsible.

8. There is reserved to the Association and its successors or assigns, which shall have title to the common areas within the subdivision, the right and power to erect such fences, structures, buildings, playground equipment, swimming pools, or other facilities, improvements and appurtenances for recreation, parking or other civic and/or public purposes, as, in the discretion of the owner of such area, may be appropriate.

9. Every violation of the covenants contained herein is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable thereto, and such remedies shall be deemed cumulative and not exclusive.

10. Inasmuch as the enforcement of the provisions hereof is deemed essential for the implementation and preservation of the general plan of development, and for the protection of the undersigned and all of the Owners and inhabitants of the said subdivision, it is hereby declared that any violation of the provisions hereof shall constitute irreparable harm not adequately compensable by recovery of damages, and any person, firm or corporation shall be entitled, in addition to all other remedies, to relief by way of injunction for enforcement of the provisions hereof.

11. The cost and expenses incidental to the abatement of any violation hereof, and the removal and correction of any offending structure or condition shall

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be paid by the Owners of the offending property, and the amount thereof until paid shall constitute a lien upon such offending property in favor of the Association, inferior only to the liens for taxes and any first deed of trust in favor of a recognized lending institution then or to be placed upon the premises, enforceable as hereinbefore set forth.

ARTICLE X

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 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, 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 sixty-six and two-thirds percent (66-2/3) of the Lot Owners,

and thereafter by an instrument signed by not less than fifty-one (51%) per cent of the Lot Owners, however, no amendment shall be effective until at least one class A member joins in the signing of the amending instrument. 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: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Miscellaneous. The Common Area shall not be denuded, defaced or otherwise disturbed in any manner at any time without the approval of the appropriate County departments of the Fairfax County Government and in concurrence with the Director of the Department of Environmental Management of Fairfax County, Virginia. Notwithstanding any other provisions contained in these covenants or by-laws of this Corporation this covenant may not be amended without the written approval of the Director of the Department of Environmental Management for Fairfax County, Virginia.



NEUHAUS CORPORATION OF VIRGINIA

BY: [Signature]
PRESIDENT

BY: [Signature]
Secretary

STATE OF VIRGINIA

COUNTY OF Fairfax, to-wit:

I, JOHN ELLIOTT, a Notary Public in and for the State and County aforesaid, whose commission as such expires on the 28th day of JANUARY, 1981, do hereby certify that this day personally appeared before me in my said State and County CYRUS KATZEN and THOMAS F. HAY respectively of Neuhaus Corporation of Virginia, whose names

are signed to the foregoing Declaration of Covenants, Conditions and Restrictions, dated the 23rd day of May, 1978, and acknowledged the same.

Given under my hand this the 23rd day of May 1978.

John E. Elliott
Notary Public as aforesaid

CHURCHILL SQUARE ASSOCIATION, INC.

BY: John E. Elliott
President

STATE OF VIRGINIA
NOTARY PUBLIC
SECRETARY
[Signature]

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, Bobby Gilley, a Notary Public in and for the State and County aforesaid, whose commission as such expires on the 1st day of August, 1981,

do hereby certify that this day personally appeared before me in my said State and County, JOHN E. ELLIOTT and [Signature], President and Secretary, respectively of Churchill Square Association, Inc., whose names are signed to the foregoing Declaration of Covenants, Conditions, and Restrictions dated the 23rd day of May 1978, and acknowledged the same.

Given under my hand this the 24 day of May 1978.

Bobby Gilley
Notary Public as aforesaid

NOTARY PUBLIC
STATE OF VIRGINIA
Bobby Gilley

This instrument with certificate annexed, admitted to record-Office of Circuit Court Fairfax County, Va. JUN 9 1978 at 3:13 p

Teste: James E. Hodges Clerk