

# Declaration of Covenants, Conditions and Restrictions

Book 4825 page 57  
14399

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 8th day of March, 1978, by G. T. URQUHART LIMITED, a Virginia corporation, ("Declarant"); CHANTILLY HIGHLANDS HOMES ASSOCIATION, a Virginia non-stock corporation, ("Association").

WHEREAS, the Declarant has certain option rights ownership of 377.31 acres in Fairfax County, Virginia, described in Exhibit A hereto.

WHEREAS, the Declarant and its successors and assigns contemplate and intend to create on all or a part of Exhibit A Property a residential community with permanent open spaces and other common facilities for the benefit of the community and to provide for the preservation of the values and amenities of said community and such other area as may be subjected from time to time to this Declaration; and, to this end, the Declarant does hereby declare and publish its intent to subject all or portions of the property described in Exhibit "A" hereto that may from time to time be dedicated and subdivided into lots and open space designated for conveyance to a homes association to this Declaration so that the easements, covenants, restrictions and conditions hereof 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, the Declarant has deemed it desirable for the efficient preservation of the values and amenities of said community to create an agency which shall be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated under the laws of the State of Virginia, as a non-stock corporation, CHANTILLY HIGHLANDS HOMES ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the 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 Exhibit B hereto, 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 CHANTILLY HIGHLANDS HOMES ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to 42.07899 acres described in Exhibit B, hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) 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 plat of the Properties with the exception of the Common Area, and areas dedicated as public streets.

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 G. T. Urquhart Limited and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot for purposes of development, and any person or entity that may dedicate and subdivide all or a portion of the property described in Exhibit "A" hereto into lots and parcels and subject the lots and parcels to this Declaration.

## 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. 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 those Owners as defined in Article II with the exception of a Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. 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 members shall be the Declarants. Class B members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Article II; provided, however, 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 equal the total votes outstanding in the Class B membership, or

(b) On January 1, 1984.

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 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, 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
- (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 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, consistent with 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 assent 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, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. And 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 to any public utility with or without payment 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 State.
- (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, and
  - (4) require approval by the Association of proposed uses, which must be in accordance with this Declaration.

(5) be consistent with the then existing ordinances of the County.

(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 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:

(a) Annual assessments or charges, and

(b) Special assessments for capital improvements, or other 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.

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 One Hundred Dollars (\$100.00).

(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 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; provided, however, that any increase in an annual assessment as provided hereinabove shall not exceed five percent (5%) of the preceding annual assessment.

(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) above by a vote of the members 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 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 thirty (30) days nor more than sixty (60) 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 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 (including costs of engineering, planning, organizing and developing), or reconstruction repair or replacement of a capital improvement upon the Common Area, including the 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, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) 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 a Declarant. Any Lots owned by a Declarant shall be assessed at one-fourth (1/4) of the rate of lots not owned by a Declarant so long as the Declarant has Class B membership status. Thereafter, such lots will be assessed at the uniform rate.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, 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 commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner other than a Declarant. 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. If the Board fails to fix such assessment and send such notice. Owners shall continue to pay at the rate for the previous year. 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 six percent (6%) per annum, and the Association may 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 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 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 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; (c) all properties owned by charitable or other organizations 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  
RESTRICTIVE COVENANTS

Section 1. The Lots shall be used for residential purposes only. The Declarant, however, for itself, its successors and assigns, reserves the right, prior to sale and transfer of any lot, pursuant to a recorded resubdivision plat, to alter, amend and change any lot lines or subdivision plan for Properties owned by it. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family detached dwelling and garage, if constructed as a part of the original dwelling, except original construction on any Lot by a Declarant, without the approval of the Architectural Control Committee. No residence, or any part thereof, nor any outbuildings related thereto, shall be used for the conduct of any business, commerce, or profession other than customary in home offices. Except for those related to real estate sales and construction, no sign, advertisement or message 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:

(a) During the construction and/or sales period within five (5) years from date of subdivision of a particular section, real estate sales and construction offices, displays, signs and special lighting may be erected, maintained and operated by a Declarant, on any lot owned by it and on or in any building or structure now or hereafter erected thereon.

(b) On lots or parcels now or hereafter specifically designated for such purposes by a Declarant or governmental authorities, there may be erected, and/or operated, a church or place of public worship, a school accredited by the State of Virginia Board of Education, a public park, or a noncommercial swimming pool, a recreational area, a day care center, 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 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. Property 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 and all lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of three (3) inches.

Section 5. No sign of any kind that is illuminated and/or larger than two square feet shall be displayed to the public view on any Lot, except temporary real estate signs not more than four square feet in area advertising the property for sale or rent and except for temporary signs erected in connection with the development, construction, lease, or sale of improved Lots.

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.

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 or 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 Board of Directors of the Association, or by an Architectural Control Committee appointed by the Board.

Section 9. No structure or addition to a structure shall be erected, placed or altered 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 Board of Directors of the Association or an Architectural Control Committee appointed by the Board. Structure shall be defined to include any building or portion thereof, fence, pavement, driveway or appurtenances to any of the aforementioned. This provision shall not apply to original construction on any Lot by a Declarant within three (3) years from date of submission of said Lot to this Declaration. No temporary building shall be maintained on any Lot without the approval of the Association or its Architectural Control Committee.

Section 10. No fence or similar enclosure may be built on any Lot except a rear yard fence, which shall extend no closer to the front street than rear house corners. This restriction shall not be construed to preclude the growth of an ornamental hedge fence which shall be kept neatly trimmed to a height of not more than three feet around the front yard of any Lot. Any fence built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 11. No junk vehicle, house trailer, or commercial vehicles, such as, but not limited to, moving vans, trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers or buses, shall be kept on any Lot. No storage of boats, boating equipment, travel trailers camping equipment, or recreational vehicles shall be visible from the street. The location and design of enclosures for boating, camping, traveling (other than automobiles) and related equipment shall be approved by the Architectural Control Committee as required under Paragraph 9 herein. No metal garage shall be erected on any Lot.

Section 12. 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 of Covenants, Conditions and Restrictions. 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 13. 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 14. The Architectural Control Committee shall consist of the Directors of the Association, or a committee of three persons appointed by them. Applications for committee approval shall be in writing. Approval or disapproval by the Committee shall also be in writing. Failure of the committee to approve or disapprove a request within sixty (60) days shall be construed as committee approval of the request.

## ARTICLE VII 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 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 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. Easement for Utilities, Etc. There shall be and is hereby reserved to a Declarant a nonexclusive easement over any Lot or any Common Area, for a distance of 10 feet from any lot line, 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 three (3) years from subdivision of such Lot or Parcel.

Section 5. Easement for Landscaping and Related Purposes. There shall be and is hereby reserved to a Declarant a perpetual and nonexclusive easement over all Lots, or any Common Area, for a distance of ten (10) feet behind any Lot line which parallels a street (whether public or private) for the purpose of 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/or related landscaping.

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 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 Deed of Dedication and Subdivision for any Section of CHANTILLY HIGHLANDS or as may subsequently be established by Declarant.

(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 vehicle ingress and egress, and for construction and maintenance of utilities.

(b) No act shall be performed by any Member, his 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 or an Affected Lot.

(c) There shall be no parking within a Common Driveway 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):

(a) through the act of a 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 Member to rebuild and repair the Common Driveway without cost to the other Owners of Affected Lots for that Driveway.

(b) through other than 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 mortgage.

(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 GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Member, shall have the right to enforce, by an 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 or 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, 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 in whole or in part, provided that any such amendment during the first twenty (20) year period shall have the assent of at least ninety percent (90%) of the Lot Owners, including at least one Class A member vote, 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 thirty (30) days nor more than sixty (60) 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 knowledge of deeds) by the Association and recorded among the land records of Fairfax County, Virginia.

### Section 4. Annexation of Additional Properties.

(a) The Association may, at any time, 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 duly held meeting at which a quorum is present by the assent of more than two-thirds (2/3) of each class of members; and

(b) if within eight (8) years of the date of incorporation of this Association, a Declarant should develop additional lands within that certain tract described in Exhibit "A" attached hereto, such additional land may be annexed to said Properties without the assent of the Association.

Section 5. FHA/VA Approval. After initial approval of the Lots for FHA or VA financing and upon the insurance or guarantee by FHA or VA of a mortgage or deed of trust on the Property for so 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:

- (a) Annexation of additional properties, except all or part of the Lands described in Exhibit "A"; and
- (b) Dedication of Common Area; and
- (c) Amendment of this Declaration of Covenants, Conditions and Restrictions.

Chantilly Highlands Homes Association does execute this Declaration to bind itself to hold as common area, as provided herein, all lands deeded to it.

IN WITNESS WHEREOF the following signatures and seals:

G. T. URQUHART LIMITED

By: /s/ Glen T. Urquhart (SEAL)

\_\_\_\_\_

President

Chantilly Highlands Homes

Association

By: /s/ G. T. Urquhart (SEAL)

\_\_\_\_\_

STATE OF VIRGINIA,  
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County and State aforesaid, whose commission expires on the 16<sup>th</sup> day of Nov 1980, do hereby certify that Glen T. Urquhart, whose name as President of G. T. Urquhart, Limited, is signed to the foregoing Declaration of Covenants, Conditions and Restrictions, bearing date on the 8<sup>th</sup> day of March, 1978, appeared before me and personally acknowledged the same in my jurisdiction.

Given under my hand and seal this 10<sup>th</sup> day of March, 1978.

/s/ Robert J. May

\_\_\_\_\_

Notary Public

STATE OF VIRGINIA,  
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County and State aforesaid, whose commission expires on the 16<sup>th</sup> day of Nov 1980, do hereby certify that Glen T. Urquhart, whose name as President of G. T. Urquhart, Limited, is signed to the foregoing Declaration of Covenants, Conditions and Restrictions, bearing date on the 8<sup>th</sup> day of March, 1978, appeared before me and personally acknowledged the same in my jurisdiction.

Given under my hand and seal this 10<sup>th</sup> day of March, 1978.

/s/ Robert J. May

---

Notary Public

#### EXHIBIT A

Beginning at a point in the Easterly side of Centreville Road said point being S 16° 52' 15" W, 36.72 feet; S 16° 36' 47" W, 1062.45 feet and S 16° 34' 39" W, 115.31 feet from a point marking the Southwesterly comer of Penn Mutual Life Insurance Company; thence departing from the Road running through the property of Chantilly Development Corporation the following courses: S 73° 25' 21" E, 307.23 feet; with a curve to the right whose radius is 1050.00 feet (and whose chord is S 57° 20' 23" E, 531.75 feet) an arc distance of 589.46 feet; S 41° 15' 25" E, 299.77 feet; N 55° 19' OS" E, 641.80 feet; N 179 21' 03" E, 890.00 feet N 09° 12' 15" W, 151.25 feet; with a curve to the left whose radius is 870.00 feet (and whose chord is N 77° 13' 41" E, 108,23 feet) an arc distance of 108.35 feet and N 04° 50' 07" E, 566.11 feet to a point in Horse Pen Run; thence with Horse Pen Run, the Southerly line of Man/ Middleton Estate, the following courses: S 63° 26' 06" E, 62.61 feet; S 23° 48' 21" E, 37.16 feet; S 46° 50' 51" E, 109.66 feet; S 79° 57' 29" E, 97.49 feet; N 67° 13' 03" E, 54.23 feet; N 66° 07' 29" E, 66.71 feet; N 77° 56' 19" E, 59.82 feet; N 54° 15' 16" E. 112.12 feet; N 20° 50' 00" E, 60.45 feet; N 36° 40' 28" E, 58,60 feet; N 03s 13' 07" E, 52.09 feet; S 88° 00' 08" W, 43.03 feet; N 12° 31' 44" E, 36.88 feet; N 60° 34' 11" E, 65.80 feet; N 13° 36' 02" W, 31.89 feet; N 48° 23' 26" E, 197.28 feet and N 74° 39' 00" E, 26.44 feet; thence departing from the Creek and continuing with the Southerly lines of Bradley, Burch, Dwoskin and Thompson the following courses:

Book 4825 page 78

S 16° IT 03" E, 90.40 test: 5 18° 25' 43" E, 807.95 feet; N 48° 45' 51" E, 351.78 feet: S 34" 11' 39" E, 794.99 feet; S 20° 09' 48" E, 616.34 feet; S 00° 261 48" E, 417.20 feet; S 64° 38' 38" E, 718.49 feet; S 35° 49' 31" E, 342.78 feet; S 45° 00' 00" E, 332.70 feet; S 44° 56' 56\*" E, 558.18 feet; S 86° 28' 23" E, 394.31 feet and S 54 B 23' 46" E, 588.55 feet to a point in the Northwesterly side of Ashburton Avenue ( Routs ff 749); thence with the Northwesterly side of Ashburton Avenue S 43° 17" 05" W, 1015.37 feet to a point, the most Easterly comer of Osceola Brooks; thence departing form the Road with the Northeasterly lines of Osceola Brooks and Ocie Brooks N 45 ° 41' 20" W, 1155.45 feet to a point, the Northerly comer of Ocie Brooks; thence with the Northwesterly lines of Ocie Brooks, Bertie Brooks, Harvey White Est., Walter White and Clarence White S 35° 46' 14" W, 1328.82 feet to a point in the Northeasterly line of James B. Franklin; thence with Inclines of Franklin the following courses: N 49° 41' 54" W, 54.04 feet; S 50° 04' 14" W, 645.01 feet; N 60° 03' 05" W, 1492.06 feet; N 41° 27' 20" W, 154.02 feet; S 87° 32' 20" W, 1462.19 feet and N 53° 50' 52" W, 1120.33 feet to a point, the Southeasterly corner of I. L. Harrison Estate; thence with the Easterly and Northerly lines of Harrison Estates N17° W 45" E, 233.70 feet and N 72° 07' 20" W, 239.90 feet to a point in the aforementioned Easterly side of Centreville Road; thence with the Easterly side of Centreville Road N 16° 25' 35" E, 1519.25 feet and N 16° 34' 39" E, 361.70 feet to a point of beginning, containing 377.31 Acres of land.

February 16, 1978

EXHIBIT B  
DESCRIPTION OF  
CHANTILLY HIGHLANDS  
SECTION ONE  
CENTREVILLE DISTRICT  
FAIRFAX COUNTY, VIRGINIA

Beginning at a point on the Easterly right of way line of Centreville Road (Route #657), 30 foot wide, said point being the Northwesterly corner of Irving L. Harrison; thence with the said Easterly right of way line of Centreville Road N 16° 18' 02" E, 822.00 feet; thence departing said right of way line and running, through the property of Chantilly Development Corporation the following courses: S 73° 41' 58" E, 30.00 feet; S 45° 31' 15" E, 158.82 feet; S 73° 41' 58" E 248.82 feet; N 58° 13' 07" E, 449.22 feet; N 60° 50' 30" E, 323.54 feet; S 49° 15' 13" E, 266.34 feet; N 64, 54' 23" E, 56.81 feet; S 41° 24' 40" E, 105.54 feet; with a curve to the left whose radius is 245.00 feet (and whose chord is N 43° 47' 15" E, 41.01 feet) an arc distance of 41.06 feet; S 51° 00' 50" E 175.00 feet; S 43° 57' 06" W, 146.41 feet; S 80° 02' 26" W, 151.55 feet; N 10° 48' 35" W, 108.00 feet; with a curve to the left whose radius is 245.00 feet (and whose chord is S 78° 01' 13" W, 10.00 feet) an arc distance of 10.00 feet: S 10° 48' 35" E, 115.00 feet; S 67° 35' 15" W, 48.06 feet; S 41° 57' 59" W, 54.44 feet; S 17° 56' 20" W, 77.38 feet; S 44° 34' 00" E, 37.54 feet; S 68° 50' 38" E, 88.64 feet; S 02° 02' 02" E, 74.17 feet; S 16° 54' 02" 59.31 feet; S 29° 14' 49" W, 148.86 feet; S 19° 38' 11" W, 49.77 feet; S 11° 02' 03" W, 71.06 feet; S 33° 19' 44" W, 78.01 feet; S 17° 05' 09" E, 88.63 feet; S 44° 24' 01" E, 37.54 feet; S 02° 36' 30" W, 100.00 feet; with a

Book 4825 page 80  
Description Of  
Chantilly Highlands  
Section One  
Centreville District  
Fairfax County, Virginia  
Page Two

curve to the left whose radius is 450.00 feet (and whose chord is S 88° 41' 46" E, 20.49 feet) an arc distance of 20.49 feet; N 89° 59' 58" E, 67.66 feet; S 00° 00' 02" E, 60.00 feet; S 89° 59' 58" W, 67.66 feet; with a curve to the right whose radius is 510 feet (and whose chord is N 88° 14' 48" W, 31.22 feet) an arc distance of 31.22 feet; S 03° 30' 26" W, 100.00 feet; S 44° 17' 35" W 162.26 feet; S 79° 40' 07" W, 160.62 feet; S 56° 44' 17" W, 39.39 feet, S 41° 00' 29" W, 93.11 feet; S 19° 52' 34" W, 66.22 feet and S 40° 55' 30" W, 120.42 feet to a point on the Northeasterly line of James S. Franklin; thence with the Northwesterly line of Franklin N 53° 50' 19" W, 944.41 feet to the Southeasterly corner of the aforementioned Irving L. Harrison; thence with the Easterly and Northerly lines of Harrison N 17° 47' 02" E, 233.47 feet and N 72° 07' 20" W, 232.17 feet to the point of beginning, containing 41.07899 Acres of land.

All being more particularly described on a plat hereto attached and made a part hereof.

Given under my hand this 16th day of February, 1978.

/s/

John T. Monaghan

Certified Land Surveyor #815

DEWBERRY, NEALON &

DAVIS

MP:mpa

This instrument with certificate annexed,  
admitted to the record-Office of Circuit Court  
Fairfax County, VA. MARCH 10 1978 at 3:31 p