

EXHIBIT A

RESTRICTIVE COVENANTS

STUART'S MILL WOODS HOMEOWNERS ASSOCIATION, INC.

FAIRFAX COUNTY

WHEREAS, Declarant is the owner of the real property described in Article IV of this Declaration and desires to create thereon a residential community with permanent open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the real property described in Article IV to the covenants, restrictions, easements, conditions, charges and liens, hereinafter set forth. 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

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Virginia, as a non-stock corporation, STUART'S MILL WOODS HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Declarant declares that the real property described in Article IV is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Glenbrooke Woods Homeowners Association, Inc.
- (b) "The Properties" shall mean and refer to that certain real property referred to in Article IV, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (c) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties, with the exception of Common Area as heretofore defined.

- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of The Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (f) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article V, Section 1, hereof.
- (g) "Declarant" shall mean and refer to Anmar Development, Company, Inc., a Maryland corporation, authorized to do business in Virginia, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of more than two-thirds of the Class A members and more than two-thirds of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days or more than 30 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast 40% of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such a subsequent meeting shall be one-half of the required quorum of the preceding meeting.

ARTICLE III

MERGERS

Upon a merger or consolidation of the Association with another Association as provided in its Articles of Incorporation, its properties, rights and obligations may be transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE IV

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Fairfax County, Virginia, and described in Exhibit A, attached hereto.

Section 2. Addition to Existing Property. Additional lands may become subject to this Declaration by annexation as provided in Article II or by merger as provided in Article III.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. 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 of 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. Memberships 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.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 1. When one or more persons holds such interest or interests in any lot, all such persons shall be members, and 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 such lot.

Class B. Class B members shall be the Declarant. The Class B member shall be entitled to three votes for each lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following event: when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. From and after the happening of this event, the Class B members shall be deemed to be Class A members entitled to one vote for each lot in which it holds the interest required for membership under Section 1.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Member's Easements of Enjoyment. Subject to the provisions of Section 3, 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 lot subject to the following provisions:

(a) 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; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and By Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid; and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admissions and other fees for the use of any recreation facility situated on Common Properties; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, PROVIDED that no such dedication or transfer determination as to the purpose or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast more than two-thirds (2/3) of the votes of each class of Membership has been recorded agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ten (10) days but not more than fifty (50) days in advance of any action taken; and

(f) The right of the Association to limit the number of guests of members.

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

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association free and clear of all encumbrances and liens, but subject to easements and rights of way herein, and/or by the attached plat, created, dedicated or reserved prior to the conveyance of the first lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each lot owned by him with 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 charge; (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 thereon, costs of collection thereof, including reasonable attorney's fees as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

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 improvement and maintenance of The Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$200.00 per year, per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the 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 1 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 years and at the end of each such period of two years, for each succeeding period of two years, provided that any such change shall have the assent of more than 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 fifty (50) 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 any amount not in excess of the maximum.

Declarant shall pay twenty-five percent (25%) of said assessments for unimproved lots and a full assessment for improved lots.

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 more than 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 fifty (50) 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 except as to those unimproved lots owned by Declarant, as to which charge shall be fifteen per cent (15%) of the rate for other lots. The Board of Directors may, at its discretion, require the annual and/or special assessments to be paid on a monthly basis and may require that such payments be made to a mortgagee under the deed of trust on the respective lots or any other collection agent selected by the Board of Directors.

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 40% 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 Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half 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 Date: 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. 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 of Directors 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. 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 days after the due date, the assessment shall bear interest at the rate of six per cent (6%) per annum from the date of delinquency, and the Association may bring action at law against the Owner personally obligated to pay the same, 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 mortgage or other mortgages. 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 first mortgage pursuant to a decree of foreclosure under such mortgage 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 thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:
(A) all properties dedicated to and accepted by a local public authority;
(B) the Common Area; and (C) all properties owned by a charitable or 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 VIII

ARCHITECTURAL CONTROL COMMITTEE

Review by Committee. No building, fence, wall or other structure other than those built by the Declarant shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change, alteration or improvement thereof 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 architectural committee composed of three 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 ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and the Article will be deemed to have been fully complied with.

ARTICLE IX

EXTERIOR MAINTENANCE

In the event an owner of any lot in The Properties shall maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a third (2/3) decision of the Board of Directors, shall have the right to enter upon said buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be and become part of the annual assessment to which such lot is subject.

ARTICLE X

RESIDENTIAL PROPERTY PROTECTIVE COVENANTS
AND RESTRICTIONS

1. No portion of The Properties shall be used except for residential purposes and for purposes incidental or accessory thereto except model homes used by the Declarant.

2. No clothing, laundry or wash shall be aired or dried on any portion of The Properties in an area other than in the rear yards of the lot.

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

4. No noxious or offensive activity shall be carried on any portion of the residential property, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot.

5. No sign of any kind larger than one foot square shall be displayed to the public view of any lot, except temporary signs not more than five feet square in area advertising the property for sale and except temporary signs erected by Declarant in connection with the construction, lease or sale of buildings and lots.

6. No animals, livestock or poultry of any kind shall be bred or kept on any lot, except where indicated on the attached plat or subsequent plat and except that dogs, cats or other household pets may be kept providing they are not raised, bred or kept for any commercial purpose.

7. No material or refuse shall be placed or stored within (20) feet of the property line of any lot.

8. Easements for the installation and maintenance of underground utilities, television cables, supply and transmission lines and drainage facilities are reserved to the Declarant, his heirs, successors and assigns through the lots on said plat, except where a building is located by the Declarant, for the purpose of connecting the underground utilities, cables and supply and transmission lines to the houses thereon. Such easements shall include the right of ingress and egress, provided that any damage resulting from installation, maintenance or repair of an underground supply and transmission lines or drainage facilities shall be promptly repaired or replaced at the expense of the corporation or authority which directs the entry.

9. The Glenbrooke Woods Homeowners Association, Inc. shall have the right (upon twenty (20) days notice to the owner of the property) to set forth the action intended to be taken, and if at the end of such action has not been taken by the owner) to trim or prune, at the expense of the owner, any hedge or other planting that in the opinion of the Association is necessary for the safety or appearance of the property.

Architectural Control Committee, by reason of its location upon the lot or the height of which or the manner it is permitted to grow is detrimental to the adjoining property or is unattractive in appearance. The Association shall further have the right upon like notice and condition to care for vacant or unimproved Residential Property and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Board of Directors or Architectural Control Committee appointed by the Board to keep such Residential Property in neat and good order, all at the cost and expense of the owner, such cost and expense to be paid to the Association upon demand and if not paid within ten (10) days thereof, then to become a lien upon the property affected equal in priority to the lien provided for in Article VII, Paragraph 1 hereof.

ARTICLE XI

Section 1. Enforcement. The Association, the Declarant or any owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner or Declarant 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 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, the Declarant or the owner of any lot subject to this Declaration, their representative, legal representatives, heirs, successors and assigns, for a term of 25 years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive period of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five per cent (75%) of the lot owners. No amendment shall be effective unless signed by at least one Class A member of the Association.

Section 4. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 5. Water Hydrants. The Declarant will install one or more water hydrants with separate water meter therefor for the benefit and use of the Homeowners Association and said Association will be obligated to pay such bill.

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BEGINNING at a point on the Easterly right-of-way line of Stuart Mill Road a corner to Flinn; thence with Stuart Mill Road No. 46° 56' 59" E. 218.22' to a point; Thence curving to the left 252.50' measured along the arc of a circle having a radius of 240.77' the chord being N. 16° 49' 40" E. 241.01' to a point of reverse curvature; thence curving to the right 204.16' measured along the arc of a circle having a radius of 391.84' the chord being N. 01° 42' 35" E. 201.86' to a point; thence N. 13° 40' 43" E. 157.72' to a point a corner to Rochford; thence with Rochford N. 88° 08' 45" E. 424.17'; N. 08° 15' 59" W. 200.68'; N. 67° 46' 34" W. 128.46'; N. 86° 27' 00" W. 98.42'; and S. 55° 21' 28" W. 189.31' to a point on the aforementioned right-of-way of Stuart Mill Road; thence with said road N. 08° 16' 43" E. 34.86' to a point; thence curving to the left 159.16' measured along the arc of a circle having a radius of 634.46' the chord being N. 01° 05' 32" E. 158.74' to a point; thence N. 06° 05' 40" W. 192.12' to a point; thence curving to the right 316.87' measured along the arc of a circle having a radius 1414.63' the chord being N. 00° 19' 21" E. 316.21' to a point; thence N. 06° 44' 22" E. 93.67' to a point; thence curving to the right 103.71' measured along the arc of a circle having a radius of 107.56' the chord being N. 34° 21' 41" E. 99.74' to a point; thence N. 61° 58' 59" E. 386.87' to a point, a corner to Roan Stallion Estates; thence with said Estates S. 30° 58' 51" E. 458.83' and S. 19° 08' 39" E. 159.00' to a point; thence through the tract S. 60° 50' 10" W. 332.58'; S. 08° 15' 59" E. 650.39'; S. 18° 02' 12" E. 290.23'; S. 46° 45' 36" E. 145.29'; S. 89° 26' 26" E. 109.98' to a point; thence curving to the left 200.45' measured along the arc of a circle having a radius of 450.00' the chord being N. 05° 49' 20" W. 198.80' to a point; thence N. 18° 35' 00" W. 315.10' to a point; thence curving to the left 30.77' measured along the arc of a circle having a radius of 25.00' the chord being N. 53° 50' 52" W. 28.67' to a point; thence curving to the right 182.48' measured along the arc of a circle having a radius of 50.00' the chord being N. 15° 26' 23" E. 96.79' to a point; thence N. 71° 25' 00" E. 197.58' to a point in the line of Roan Stallion Estates; thence with said Estates, S. 19° 08' 39" E. 1329.51' to a point a corner to Young and to the Fairfax County Park Authority; thence with said authority the same course continued with Executive Homes, Inc., S. 32° 03' 41" W. 806.08' to a point; thence through the tract N. 58° 48' 56" W. 174.51'; N. 68° 51' 48" W. 160.64' to a point; thence curving to the right 111.75' measured along the arc of a circle having a radius of 50.00' the chord being S. 85° 10' 00" W. 89.90' to a point; thence S. 59° 11' 48" W. 54.12'; and S. 83° 08' 18" W. 156.64' to a point in the line of Flinn; thence with Flinn N. 26° 44' 10" E. 108.00'; N. 02° 50' 54" E. 522.83'; and N. 63° 04' 56" W. 730.39' to the beginning, containing 49.1191 Acres, together with:

BEGINNING at a point in the line of Phillips a corner to Lot 18 of Connemara Subdivision; thence with Phillips N. 61° 01' 18" E. 89.64' to a point on the Northwestern right-of-way line of Stuart Mill Road; thence with said road curving to the left 88.07' measured along the arc of a circle having a radius of 137.56' the chord being S. 25° 04' 45" W. 86.57' to a point; thence S. 06° 44' 22" W. 93.67' to a point; thence curving to the left 128.67' measured along the arc of a circle having a radius of 1444.63' the chord being S. 04° 11' 16" W. 128.63' to a point in the line of Lot 18 of Connemara Subdivision; thence with said lot N. 04° 45' 30" W. 257.18' to the beginning containing 0.1482 Acres.

This instrument with certificate annexed,
admitted to record-Office of Circuit Court

Fairfax County, Va. SEP 1 1978 *11370*

Tester

James E. Hoffman Clerk