

DESCRIPTION
of
BRENTLEIGH
ANANDALE DISTRICT
FAIRFAX COUNTY, VIRGINIA

BEGINNING at a point in a southerly right-of-way line of Little River Turnpike, Route 236, variable width, said point also being a northwesterly corner of the Casey Club Association, Inc.;

THENCE with a westerly line of the Casey Club Association, Inc., S 27 degrees 20' 06" W 1404.49 feet to a point;

THENCE with a northeasterly line of Herman and Judith Garlan and continuing with the property of the Northern Virginia School of Montessori, Inc., N 45 degrees 29' 53" W 199.74 feet to a point;

THENCE with an easterly line of the Fairfax County Park Authority and continuing with the Terrace Townhouses of Annandale N 22 degrees 46' 40" E 1309.38 feet to a point;

THENCE with the aforementioned southerly right-of-way line of Little river Turnpike, Route 236 variable width, the following courses:

1. S 62 degrees 46' 31" E 95.33 feet to a point.
2. S 7a4 degrees 01' 53" E 203.55 feet to the point of beginning and containing an area of 7.49919 acres of land being further described on a plat prepared by Matthew, Wheatley & Allison, plat showing Brentleigh, Annandale District, Fairfax County, Virginia and dated February, 1981. Said plat becomes a part of this description.

Given under my hand this 13th day of March, 1981

WILLIAM L. MATTHEWS
Certified Land Surveyor # 768
Matthews, Wheatley & Allison

"EXHIBIT A"

ARTICLES OF INCORPORATION

OF

BRENTLEIGH COMMUNITY ASSOCIATION

We hereby associate to form a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

1. NAME: The name of the Corporation is BRENTLEIGH COMMUNITY ASSOCIATION.

2. PURPOSE AND POWERS: This corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of residence lots and common areas within that certain tract of property located in Fairfax County, Virginia, containing 7.535 acres, as more particularly described in Deed Book 5411 at page 1073, among the land records of Fairfax County, Virginia, and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

(a) To take title to and hold, maintain, improve and beautify, without profit to itself, and for the use in common with all the members of this corporation or their families, guests and invitees, such common areas within aforesaid property as may be from time to time conveyed to it in fee simple or by deed of easement; to enforce the covenants, restrictions, easements, reservations, servitudes, profits, licenses, conditions, agreements and liens provided in the Declaration of Covenants, Conditions and Restrictions as may be from time to time recorded among the land records of Fairfax County, Virginia, in connection with said property.

(b) To do any and all lawful things and acts that the corporation may from time to time, discretion, deem to be for the benefit of the aforesaid property and the owners and

inhabitants thereof, or deemed advisable, proper or convenient for the promotion of the peace, health, comfort, safety, or general welfare of the owners and inhabitants thereof.

(c) To exercise all the powers and privileges and to perform all the duties and obligations of the corporation as set forth in aforesaid Declaration of Covenants, Conditions and Restrictions applicable to said property.

(d) To fix, assess, levy, collect, enforce payment by any lawful means, and disburse all charges or assessments created under and pursuant to the terms of aforesaid Declaration of Covenants, Conditions and Restrictions.

(e) To acquire by gift, purchase or otherwise own, hold, improve build upon, operate, maintain, convey, sell, lease, transfer, dedicate or otherwise dispose of real or personal property in connection with the affairs of the corporation.

(f) To borrow money, pledge, mortgage, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(g) To have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 2 of Title 13.1 of the Code of Virginia by law may now or hereafter have or exercise.

3. INTERNAL AFFAIRS. Provisions for the internal affairs of the corporation are:

(a) The corporation is not organized for pecuniary profit nor shall it have any power to issue certificates of stock or pay dividends, and no part of the net earnings or assets of the corporation shall be distributed, upon dissolution or otherwise, to any individual or members of the corporation. The corporation shall not pay compensation to its members, directors or officers in their capacity as such, but the fact that a person is a member, director or officer shall not

disqualify that person from receiving compensation for the services actually rendered to the corporation at its request.

(b) The following shall be members of the corporation:

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 corporation including contract sellers, shall be members of the corporation. 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 for each lot owned. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the corporation. Ownership of such lot shall be the sole qualification for membership.

(c) Voting rights: The corporation shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in paragraph 3(b) with the exception of the Class B members. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot may 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. Class B members shall be Allan H. Gasner and Douglas Rosenbaum, Trustees for Crownleigh at Glen Cove Limited Partnership, trading as Brentleigh, or its successors or assigns. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership; provided, however, that Class B membership shall cease and be converted to Class A on the happening of either of the following events, whichever occurs first:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) December 31, 1985, or

(3) in the event of annexation of additional properties, Class B membership shall be revived with respect to those lots contained in the annexed property; provided, however, that this Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(i) When the total votes outstanding in the Class A membership in the annexed property equals the total votes outstanding in the Class B membership in such annexed property, or

(ii) Four (4) years from the date of recordation of the Deed of Dedication for such annexed property.

(d) Only members of the corporation shall have the right to vote for the election of directors at the annual meeting of the corporation called for that purpose.

(4) DIRECTORS: The management of the affairs of the corporation shall be vested in the directors. Only members of the corporation, and designees of Allan H. Gasner and Douglas Rosenbaum, Trustees for Crownleigh at Glen Cove Limited Partnership, trading as Brentleigh, or its successors and assigns, while it holds Class B membership in the corporation shall be eligible to act as directors of the corporation. Except for the number of the initial Board of Directors, the number of Directors of subsequent Boards of Directors shall be determined by the Members of the Association in accordance with the By-Laws of the corporation. The first election of directors by the members of the corporation shall be held at the annual meeting of the members in Fairfax, Virginia. At the first annual meeting of members, the Board of Directors shall be divided into three (3) classes of membership, as near equal in number as possible, with the term of office of one class

expiring each year, and directors of the first class shall be elected for three (3) years; directors of the second class shall be elected for two (2) years; and directors of the third class shall be elected for one (1) year. Thereafter, at each annual meeting of the members, the successors to the class of directors, whose terms shall then expire, shall be elected for a term of three (3) years. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and if not so previously filled, shall be filled at the next succeeding meeting of members of the corporation. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director, the vacancy in whose position he was elected to fill.

5. REGISTERED OFFICE: The post office address of the initial registered office of the corporation is 9401 Lee Highway, Suite 403, Fairfax, Virginia, in the County of Fairfax. The name of the corporation's initial registered agent is Russell S. Rosenberger, Jr., who is a resident of the State of Virginia, a member of the Virginia State Bar, and whose business office is the same as the registered office of the corporation.

6. INITIAL BOARD OF DIRECTORS: The number of directors constituting the initial Board of Directors is three (3) who shall serve until the annual meeting of the members of the corporation in 1981. The names and addresses of the persons who are to serve as the initial directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Allan Gasner	7004 Darby Road Bethesda, Maryland 20014
Douglas Rosenbaum	121 Tollgate May Falls Church, Virginia 20046

Russell S. Rosenberger, Jr. 9401 Lee Highway, Suite 403
Fairfax, Virginia 22031

7. LIABILITIES: The highest amount of indebtedness or liability, direct or contingent, to which this corporation may be subject at any one time shall not exceed one-hundred-fifty percent (150%) of the annual assessment of the members while there is Class B membership, and thereafter shall not exceed one-hundred-fifty percent (150%) of the corporation's income for the previous fiscal year provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership.

8. AUTHORITY TO MORTGAGE: Any mortgage by the corporation of the Common Area conveyed to it in fee simple or by deed of easement for homeowner association purposes shall have the assent of more than two-thirds (2/3) of the entire Class A membership, and more than two-thirds (2/3) of the Class B membership, if any.

9. AUTHORITY TO DEDICATE: The corporation shall have the power to dedicate, sell or transfer all or any party of such area so conveyed to it for community association purposes 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 approved by members entitled to cast more than two-thirds (2/3) of the votes of the entire Class A membership and more than two-thirds (2/3) of the votes of the entire Class A membership and more than two thirds (2/3) of the entire Class B membership, if any, agreeing to such dedication, sale or transfer.

10. DISSOLUTION: The corporation may be dissolved with the consent of more than two-thirds (2/3) of the entire Class A membership and more than two-thirds (2/3) of the entire Class B membership, if any. Upon dissolution of the corporation, the assets, both real and personal, of the

corporation shall be dedicated to a appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by this corporation.

11. MERGERS AND CONSOLIDATIONS: To the extent permitted by law, the corporation may participate in mergers and consolidations with other non-profit corporations organized for the sole purposes, provided that any such merger or consolidation shall be the assent of more than two-thirds (2/3) of the entire Class A membership and more than two-thirds (2/3) of the Class B membership, if any.

12. AMENDMENTS: Amendment of these Articles shall require the assent of more than two-thirds (2/3) of the entire Class A membership and more than two-thirds (2/3) of the Class B membership, if any, at a meeting of members duly called for that purpose.

13. 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, should these agencies be involved herein: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of such area, dissolution of the corporation and amendment to these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the Commonwealth of Virginia, we the undersigned, constituting the incorporators of this corporation, have executed these Articles of Incorporation this 3rd day of May, 1981.

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND

May 12, 1981

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Brentleigh Community Association

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF INCORPORATION

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

Upon the completion of such recordation, this order and the articles shall be forwarded for recordation in the office of the clerk of the Circuit Court, Fairfax County.

STATE CORPORATION COMMISSION

By _____

Virginia:

In the Clerk's Office of the Circuit Court, Fairfax County

The foregoing certificate _____

COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

I, GEORGE M. BRYANT, JR., FIRST ASSISTANT CLERK of the STATE CORPORATION COMMISSION, do hereby certify that the foregoing is a true copy of all documents constituting as of this date the charter of Brentleigh Community Association.

THIS DEED OF DEDICATION AND SUBDIVISION AND DEED OF CONVEYANCE, made this 26th day of May, 1981, by and between Allan H. Gasner and Douglas Rosenbaum, Trustees, parties of the first part; Brentleigh Community Association, a Virginia non-stock corporation, party of the second part; The Board of Supervisors of Fairfax County, Virginia, a body politic and corporate, party of the third part; The Fairfax County Water Authority, a body corporate, party of the fourth part; and Grayson P. Hanes and Joanne L. Barnes, Trustees, parties of the fifth part.

W I T N E S S E T H

WHEREAS, the party of the first part is the owner of the hereinafter described property, by a certain Deed recorded in Deed Book 5411 at page 1073 of the land records of Fairfax County, Virginia; and

WHEREAS, it is the desire of the party of the first part to subdivide the hereinafter described property into lots and parcels, and to dedicate grant, and covey for public use the streets and easements in accordance with this Deed of Dedication and Subdivision and the plat attached hereto and made a part hereof and incorporated herein by reference; and

WHEREAS, it is the desire and intent of the party of the first part hereto to grant and convey unto The Board of Supervisors of Fairfax County, Virginia, party of the third part, the easements in the locations as shown on the plat attached hereto and as hereinafter provided; and

WHEREAS, it is the desire and intent of the party of the first part hereto to grant and convey unto The Fairfax County Water Authority, party of the fourth part, the waterline easements in the locations as shown on the plat attached hereto and as hereinafter provided; and

WHEREAS, it is the desire and intent of the party of the first part to convey unto Brentleigh Community Association, party of the second part, those certain tracts or parcels of land shown on the plat attached hereto as Parcel A, Brentleigh; and

WHEREAS, the parties of the fifth part are the Trustees on a certain Deed of Trust encumbering the subject property, recorded in Deed Book 5411 at page 1076, among the land records of Fairfax County, Virginia, and which Deed of Trust authorizes the Trustees to

enter into this Deed of Dedication and Subdivision and Deed of Conveyance, without the necessity for the joinder or consent of the noteholder herein; and

WHEREAS, it is the desire and intent of the party of the first part to subject the hereinafter described property to certain Declaration of Covenants, Conditions, and Restrictions, as more specifically hereinafter detailed and incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part, with the consent and joinder of the parties of the fifth part, does hereby subdivide all those certain tracts of land located in the Annandale District, Fairfax County, Virginia, containing 7.49919 acres, as more particularly described in the metes and bounds description, which is attached hereto as Exhibit A and incorporated herein by reference, to be known as Lots One (1) through Forty-Nine (49), both inclusive, and Parcels A and B, Brentleigh, in accordance with the attached plat dated February, 1981, and prepared by Matthews and Wheatley, certified land surveyors, which is attached hereto and made a party of this Deed of Dedication and Subdivision; and

FURTHER, the party of the first part, with the consent and joinder of the parties of the fifth part, does hereby dedicate to public use the streets, thoroughfares, and easements shown on said plat in accordance with the statutes made and provided therefor; and

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part, with the consent and joinder of the parties of the fifth part, does hereby grant and convey unto The Board of Supervisors of Fairfax County, Virginia, party of the third part (the "County"), the easements as hereafter set forth in the respective locations shown on the said plat attached hereto and incorporated herein by reference, as follows:

A. An easement for the purpose of ingress and egress for public utility, emergency and other county vehicles through and across the property of the Owners, as more particularly bounded and described on the plat attached hereto and made a part hereof.

B. An easement and right of way for the purpose of constructing, operating, maintaining, adding to, or altering present or future storm water lines or other drainage structures, plus necessary inlet structures and appurtenances for the collection of storm

sewage and its transmission through and across the said property of the party of the first part, said easement being more particularly bounded and described on the plat attached hereto and made a part hereof.

C. An easement and right of way for the purpose of constructing, operating, maintaining, adding to, or altering present or future sanitary sewer lines and appurtenant structures for the collection and transmission of sanitary sewer through and across the said property, as more particularly bounded and described on the attached plat.

D. Sanitary Access Easements, for the purpose of providing access to sanitary sewer lines, said easements being more particularly bounded and described on the plat attached hereto and made a part hereof.

E. A flood plain and storm drainage easement, as more particularly bounded and described on the plat attached hereto and made a part hereof.

F. A five (5) foot planting easement, as more particularly bounded and described on the plat attached hereto and made a part hereof.

These easements are subject to the following conditions:

1. All manholes, inlet structures, and appurtenant facilities which are installed in the easements and rights of way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the said easements and rights of way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights of way including the right of access to and from the right of way and right of use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and, further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, and other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction operation, and maintenance of said sewers; provided, however, that the County at its own expense shall restore, as to include the backfilling of trenches, the replacement of fences

and shrubbery, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The party of the first part reserves the right to construct and maintain roadways over said easements and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided however, that the party of the first part shall not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval of the County.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part, with the consent and joinder of the parties of the fifth part, grants and conveys unto the Fairfax County Water Authority, its successors and assigns, the easement(s) and right(s)-of-way shown on the attached plat as 'F.C.W.A Easement' for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains including fire hydrants, valves, meters, building service connections and other appurtenant facilities, together with all rights and privileges reasonably necessary to the exercise of the easement and right-of-way including, but not limited to, the right to use abutting land adjoining the easement when necessary for actual construction and maintenance. All water mains and appurtenant easement facilities which are installed in said easements and rights-of-way shall be or become (when accepted) and remain the property of the Authority, its successors and assigns.

THIS DEED FURTHER WITNESSETH that for and in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part, with the consent and joinder of the parties of the fifth part, as sole owner and proprietor of the herein-described property, does hereby subject the property described on the plat previously attached hereto and made a part hereof, less and except Parcel B, to the Declaration of Covenants, Conditions and Restrictions for Brentleigh, which are attached hereto as Exhibit B and made a part hereof by reference, and as may be amended as authorized by the terms thereof and accepted by appropriate authorities of Fairfax County, Virginia.

THIS DEED FURTHER WITNESSETH that for an in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged,

the parties of the first part, with the consent and joinder of the parties of the fifth part, does hereby grant, bargain, sell and convey unto Brentleigh Community Association, a Virginia non-stock corporation, party of the second part, with General Warranty of Title, Parcel A, Brentleigh, as shown on the plat attached hereto and incorporated hereby by reference. By joinder in this conveyance the parties of the fifth part hereby releases the said Parcel A, Brentleigh, from the lien, force and effect of the Deed of Trust recorded in Deed Book 5411 at page 1076, among the land records of Fairfax County, Virginia.

This conveyance is made subject to conditions, restrictive covenants, agreements, rights of way, and easements contained in the Deeds forming the chain of title to this property, and this conveyance is made subject to the terms of the Declaration of Covenants, Conditions and Restrictions, which are incorporated herein by reference, which Declaration the party of the second part agrees to be specifically bound by, by acceptance of this conveyance.

The party of the first part covenants that it has the right to convey the herein described property to the party of the second part; that it has done no act to encumber the same that the party of the second part shall have quiet and peaceable possess on thereof; free from the claim of any persons whomsoever; and that the party of the first part will execute such further assurances of title thereto as may be requisite and necessary; and

THIS DEED OF DEDICATION AND SUBDIVISION AND DEED OF CONVEYANCE is made in accordance with the statues made and provided in such cases, with the approval of the proper authorities of Fairfax County, Virginia, as shown by the signatures affixed to the plat attached hereto, and is in accordance with the free consent and desire of the parties of the first and fifth parts, sole owners, trustees and proprietors of the land embraced within the bounds of said subdivision.

IN WITNESS WHEREOF the following signatures and seals:

ALLAN H. GASNER, TRUSTEE

DOUGLAS ROSENBAUM, TRUSTEE

GRAYSON P. HANES, TRUSTEE

JOANNE L. BARNES, TRUSTEE

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the 25th day of October, 1982, do hereby certify that Allan H. Gasner and Douglas Rosenbaum, Trustees, whose names are signed to the foregoing document bearing date on the 26th day of May, 1981, have signed and acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and seal this 26th day of May, 1981.

NOTARY PUBLIC

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the 10th day of January, 1984, do hereby certify that GRAYSON P. HANES, Trustee, whose name is signed to the forgoing document bearing date on the 26th day of May, 1981, has signed and acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and seal this 2nd day of July, 1981.

NOTARY PUBLIC

STATE OF VIRGINIA AT LARGE

COUNTY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the 15th day of July, 1984, do hereby certify that JOANNE L. BARNES, Trustee, whose name is signed to the foregoing document bearing date on the 21st day of July, 1981, has signed and acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and seal this 21st day of July, 1981.

NOTARY PUBLIC

THIS DECLARATION, made this 26th day of May, 1981, by Allan H. Gasner and Douglas Rosenbaum, Trustees, hereinafter sometimes called "the Declarant,"

W I T N E S S E T H

WHEREAS, Declarant is the sole owner of certain real property located in the Annandale Magisterial District, Fairfax County, Virginia, containing 7.49919 acres, as more specifically described in the metes and bounds description attached as Exhibit A to the Deed of Dedication and Subdivision recorded immediately prior hereto, to which Deed of Dedication and Subdivision this Declaration is specifically made a part; and

WHEREAS, Declarant desires to create on the said property a residential community with permanent open spaces and other common facilities for the benefit of said community, and to provide for the preservation of the values and amenities in said community, and such other areas as may be subjected to this Declaration by Declarant, and for the maintenance of said open spaces and other facilities and, to this end, desires to subject the property as hereinabove described to the covenants restrictions, easements, conditions, charges, and liens hereinafter set forth, it being intended that the easements, covenants, restrictions, and conditions shall run with said property and shall be binding on all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and shall inure to the benefit of each other thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities of said community to create an association 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, Declarant has caused to be incorporated under the laws of the State of Virginia, as a non-stock, not-for-profit, corporation, Brentleigh Community Association for the purposes of exercising the functions aforesaid.

NOW, THEREFORE, Declarant does hereby declare that the real property described in Exhibit A attached to the Deed of Dedication and Subdivision recorded immediately prior hereto, except for Parcel B, Brentleigh, shall 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 heirs, successors, and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

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

Section 2. "Property" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, in accordance with the terms of this Declaration.

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 and being initially composed of Parcel A, Brentleigh.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property, but 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 of more persons or entities, of a fee simple title to any Lot which is a part of the Property, 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 Allan H. Gasner and Douglas Rosenbaum, trustees for Crownleigh at Glen Cove Limited Partnership, trading as Brentleigh, its successors and assigns, if such successors or assigns should acquire more than on undeveloped Lot from the Declarant for the purpose of development, and the owner of any other property which might be annexed under the provisions hereof.

Section 8. "Dwelling shall mean and refer to any building or portion of a building situated upon The Property and designed and intended for use and occupancy as a residence.

Section 9. "Mortgagee," as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the lots. "Mortgage," as used herein, shall include deed of trust. "First Mortgage," as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgages. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, saving and loans associations, trusts, mutual savings, banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal

government. As used in this Declaration the terms "holder" and "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Whenever in this Declaration any action is required to be taken by a specified percentage of "each class of the then members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding members of each class of the Association. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, ____, used, occupied and improved subject to this Declaration is located in Fairfax County, Commonwealth of Virginia, and is more particularly described on "EXHIBIT A" to the Deed of Dedication and Subdivision recorded immediately prior hereto, to which Deed of Dedication and Subdivision this Declaration is specifically made a part, less and except portions thereof dedicated for public street purposes and less and except Parcel B, Brentleigh.

Section 2. Additions. So long as there are Class B members of the Association, additional property may be annexed to the above-described property without the consent of the Class A members of the Association, if any.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records for Fairfax County, Virginia, which Supplementary Declaration shall extend the scheme of the within Declaration of Covenants and Restrictions to such annexed property. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the consent of the Declarant.

So long as any lot is encumbered by a deed of trust or mortgage which is guaranteed by the Veteran Administration and/or the Federal Housing Administration, no annexation shall be made pursuant to this Article, or otherwise, except following a determination by the Veterans Administration and/or the Federal Housing Administration that the annexation conforms to a general plan for the development of the community previously approved by the Veterans Administration and/or the Federal Housing Administration or, if no such general plan was approved by the Veterans Administration and/or the Federal Housing Administration, except following the prior written approval of the Veterans Administration and/or the Federal Housing Administration.

ARTICLE III
MEMBERSHIP

Section 1. 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 no intended to include persons of entities who hold an interest merely ad security for the performance of an obligation. No owner shall have more than one membership for each lot owned. 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.

Section 2. The Association shall have tow (2) classes of voting membership:

Class A: Class A members shall be all those Owners as defined in Article I, who own and hold title to a lot upon which a single family attached dwelling unit is or can be constructed, with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by this Article. When more than one persons 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 by cast with respect to any Lot.

Class B: The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by this Article, provided, however, that the Class Be 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 Class A membership equal the total votes outstanding in Class B membership, or

(b) On December 31, 1985; provided however that

(c) In the event of annexation of additional properties, Class B membership shall be revived with respect to those lots contained in the annexed property; which Class B membership shall cease and be converted whichever occurs first:

(i) When the total votes outstanding in the Class A memberships in the annexed property equal the total votes outstanding in the Class B membership in such annexed property, or

(ii) Seven (7) years from the date of recordation of the Deed of Dedication or Supplemental Declaration for such annexed property.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common areas and community facilities and such easement shall be appurtenant to and shall pass with the fee title to every lot subject to the following.

(a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of two-thirds (2/3) of each class of the then members of the Association, voting separately, to borrow money for the purpose of improving the common areas and community facilities in a manner designed to promote the enjoyment and welfare of the members and in aid thereof to mortgage any of the common areas and community facilities; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

(c) the right of the Association to adopt reasonable rules respecting use of the common areas and community facilities to reasonably limit the number of guests of members to the use of any facilities which are developed upon The Property; and

(d) the right of the Association to suspend the voting rights and the rights to use of the common areas and community facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association, and

(e) the right of the Association to dedicate or transfer all or any part of the common areas or community facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members and further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless two-third (2/3) of each class of the then voting members of the Association consent to such dedication, transfer, purpose and conditions at any special meeting of the members duly called for such purpose.

(f) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights of way or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the common areas and community facilities; and

(g) the right of the Association, acting by and through its Board of Directors, to enter into agreements whereby the Association acquires leaseholds, membership or other possessory or use interests in real or personal property for the purpose of prompting the enjoyment, recreation or welfare of the members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association.

Section 2. Delegation of Right of Use. Any member of the Association may delegate his rights to the use and enjoyment of the common areas and community facilities to the members of his family who reside permanently with him and to his tenants, contract-purchasers and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Annual Maintenance Assessments. The Declarant hereby covenants and each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee owner of a lot within the Property, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "maintenance assessments") equal to one-twelfth (1/12) of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including but in no way limited to the following:

(a) the cost of all operating expenses of the common areas and community facilities and the services furnished to or in connection with the common areas and community facilities, including charges by the Association for any services furnished by it; and

(b) the cost of necessary management and administration of the common areas and community facilities, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against the common areas and community facilities; and

(d) the cost of liability insurance on the common areas and community facilities and the cost of such other insurance as the Association may effect with respect to the common areas; and

(e) the cost of utilities and other services which may be provided by the Association, whether for the common areas and community facilities or for the lots, or both; and

(f) the cost of maintaining, replacing, repairing, and landscaping the common areas, including, without limitation, maintenance of any storm water detention basins or the like located upon the common areas and the cost of the maintenance of all

pathways upon the property, together with such equipment as the Board of Directors shall determine to be necessary and proper in the connection therewith; and

(g) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements; and

(h) the cost of any leasehold, membership or other possessory or use interests in real or personal property arranged by the Association for the purpose of promoting the enjoyment, recreation or welfare of the members of the Association.

(i) the cost of mowing the front yards of the Dwellings on the Lots, in the event the Association acting through its Board of Directors, elects to mow these front yards, it being understood that the Association shall have the right, but not the requirement to mow these front yards, and the Association is hereby granted an easement across said Lots for purposes necessary to accomplish any such mowing.

The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any member may prepay one or more installments on any annual maintenance assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association which shall provide, without limitation, for the management, operation and maintenance of the common areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the annual maintenance assessments shall thereupon be sent to the members. The omission by the Board of Directors, before the expiration of any assessment period to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period, but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No member may exempt himself from liability for maintenance assessments by abandonment of any lot belonging to him or by the abandonment of his right to use and enjoyment of the common areas and community facilities.

Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the common areas and community facilities. The owner of any lot shall, at his own expense, maintain his lot and dwelling, and any and all

appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

Section 2. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement _____ upon, or forming a part of the common areas and community facilities, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided that any such assessment shall have the assent of the members representing two-thirds (2/3) of each class of the then members of the Association. A meeting of the members shall be duly called for this purpose.

Section 3. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the common areas and community facilities by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any State or by any agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the common areas and community facilities may be expended only for the purpose of affecting the replacement of the common areas and community facilities, major repairs to any sidewalks, parking areas, streets, or roadways developed as a part of The Property, equipment replacement, and for start-up expenses and operating contingencies of a nonrecurring nature relating to the common areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the lot to which it appertains and shall be deemed to be transferred or otherwise separated from the lot to which it appertains and shall be deemed to be transferred with such lot.

Section 4. Annual Maintenance Assessments. The initial maximum annual maintenance assessment for each of the lots to which Class A membership is appurtenant shall not exceed the sum of Three Hundred Dollars (\$300.00) per annum. The annual maintenance assessment shall be levied at a uniform rate for each lot to which Class A membership is appurtenant.

The maximum annual maintenance assessment for each of the lots to which Class B membership is appurtenant shall be equal to twenty-five (25) percent of the maximum annual maintenance assessment which would be assessed against the lot were it owned by a Class A member. In consideration for the Declarant's exemption from a full assessment, Declarant hereby covenants and agrees to maintain (exclusive of real estate taxes, insurance premiums and utility bills) the Common Area within this section or any other section subsequently annexed hereto, without cost to the Association, until such time as there are no longer any

Class B memberships applicable to the Section. Said maintenance shall apply upon subsequent annexation pursuant to Section 2, Article II, with respect to the Common Area contained in the property so annexed, which maintenance shall end one (1) year from the date of conveyance of the first Lot in such annexed property to an Owner, or until the Declarant has conveyed seventy-five percent (75%) of the Lots contained in such annexed property to Owners, whichever occurs first. Upon the occupancy of any house located in a lot subjected to Class B Membership, such Lot shall be subjected to full assessment.

Section 5. Increase in Maximum Annual Maintenance Assessment.

(a) from and after January 1, 1982, the maximum annual maintenance assessment for all Class A membership hereinabove provided for may be increased by the Board of Directors of the Association, without a vote of the Class A membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year, plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(b) from and after January 1, 1982, the maximum annual maintenance assessments for all Class A memberships hereinabove provided for may be increased above that established by the preceding paragraph by a vote of the members, as hereinafter provided, for the next succeeding year and, thereafter, at the end of such year, for each succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) of each class of the members of the Association. A meeting of the members shall be duly called for this purpose.

Section 6. Non-Payment of Assessments - Memorandum of Lien for Assessments

Any assessment levied pursuant to this Declaration, and any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter proved, become a continuing lien upon the lot or lots belonging to the member against whom such assessment is levied.

The lien evidenced hereby shall bind the lot or lots herein described in the hands of the then owner thereof, his heirs, devisees, personal representatives and the personal obligation of the member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without establishing, perfecting, foreclosing or waiving the lien herein provided for to secure the same.

No suit or other proceeding may be brought to enforce or foreclose the lien evidenced herein after twenty-four (24) months from the date the assessment became due and owing. No suit or other proceeding may be brought to enforce or foreclose the lien except after ten (10) days' written notice to the member, given by Registered or Certified Mail - Return Receipt Requested, postage prepaid, to the address of the member shown on the roster of members maintained by the Association.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at the rate of eight percent (3%) per annum, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose on the lien against the lot or lots then belonging to said member in the manner now or hereafter provided by law or, if no separate provision is made by law, then in the manner now or hereafter provided by law for the foreclosure of mortgages, deeds of trust or other liens on real property in the Commonwealth of Virginia containing a power of sale or consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and _____ attorneys' fees of not less than twenty percent (20%) of the _____ shall be added to the amount of each assessment. Suit for any deficiency may be maintained in the same proceeding.

The Association shall notify the holder of the first mortgage on any _____ for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days and in any other case where the owner where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

The Board of Directors may post a list of members who are delinquent in the payment of any assessments or other fees which may be due the Association, including any installment thereof, which becomes delinquent, in any prominent location upon The Property.

Section 7. Assessment Certificates. The Association shall, upon written demand at any time, furnish to any member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing and in form sufficient for recordation signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid as to a particular lot. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. Failure of the Association to furnish or make available such a certificate within five (5) business days following the receipt of such a written request shall extinguish the right of the Association to claim the lien for such assessment provided by law and provided for in the Declaration, and a charge not to exceed Fifteen Dollars (\$15.00) may be levied in advance by the Association for each certificate so delivered.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessment 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 become due prior to such sale or transfer. No thereafter becoming due or from the lien thereof.

Section 9. 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.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the Lots subject to the Declaration on the first day of the month following the conveyance by the Declarant of the first Lot to an Owner, to be applied on a sectional basis. No Lot shall be subject to such assessment until the first day of the month following the conveyance of the first lot in a Section to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 11. Dissolution of Association. In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each lot shall continue to be subject to the annual assessment specified in Section 1 of this Article, and each Owner shall continue to be personally obligated for such assessment, to the extent that such assessments are required to enable the grantee of the real property owned by the Association to properly maintain it. In no event, however, shall the assessment exceed the amount that would otherwise be payable to the Association in accordance with the provisions of Section 4 of this Article.

Article VI

Section 1. Architectural Control Committee. Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any lot or to the common areas accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon The Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by an Architectural Control Committee designated by the Board of Directors.

Section 2. Architectural Control Committee - Operation. The Board of Directors shall appoint an Architectural and Environmental Control committee. The Architectural and Environmental Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors. The affirmative vote of a majority of the members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination,

ruling or order, or to issues any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specification (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specification by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Rules and Regulations, etc. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specification submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural Control Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 6. Prohibited Uses and Nuisances. Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors necessary in connection with reasonable and necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas:

(a) no noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements.

(b) the maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats or caged birds as domestic pets provided, they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors or, upon resolution of the Board of Directors, the Architectural Control Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the common areas unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulation regarding pets as it may from time to time consider necessary or appropriate.

(c) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.

(d) except as hereinafter provided, no junk vehicle, trailer, _____, camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities shall be kept upon The Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may in the discretion of the Architectural Control Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash and other refuse shall be placed in covered containers.

(f) no lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right of way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(g) except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any lot above the surface of the ground.

(h) no lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(i) no sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the Association acting through the Architectural Control Committee or duly appointed subcommittee. The Architectural Control Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(j) no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, shed or other buildings shall be erected, used or maintained on any lot at any time.

(k) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as hereinelsewhere in this Declaration defined) is maintained, and provided further, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any lot who comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

(l) no structure, planting or other material shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(m) no outside television aerial or radio antenna, or other aerial or antennae for either reception or transmission, shall be maintained upon the Property, except that such aerials or antennae may be erected and maintained within the dwellings located upon the property.

(n) no member shall make any private or exclusive or proprietary use of any of the common area except with the specific approval of the Architectural Control committee and then only on a temporary basis and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.

Section 7. Residential Use - Leasing. All dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this Section the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any lot or dwelling for promotional or display purposes, or as "model homes," a sales office or the like.

Section 8. Fences. Any fence construed upon the Property shall be either horizontal, rustic, unfinished split rail or vertical split sapling, or vertical board and shall not extend beyond the front building line of the dwelling on the lot upon which any such fence is erected or the front building line of the dwellings on all immediately adjacent lots. No fence shall be more than six (6) feet in height. Chain link and other wire fencing is specifically prohibited. The erection of all fences shall be subject to the provisions of this Article.

Section 9. Parking. Parking upon the common areas may be regulated by the Board of Directors and parking spaces may initially be assigned by the Declarant and thereafter by the Board of Directors of the Association or by such Committee as the Board of Directors may designate for that purpose. In the event parking spaces upon the common areas are assigned as aforesaid, then no member shall make use of any parking space other than the space or spaces assigned to his lot by the Board of Directors without the express written consent of both the owner of the lot to which such other space has been assigned and the Board of Directors of the Association, nor shall any member invite, encourage or permit the use by his guest of parking spaces assigned to lots other than his own. No vehicle belonging to any member, or to any guest or employee of any member, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any other parking space upon the common areas. Nothing shall be stored upon any of the parking areas nor shall the same be permitted to accumulate trash or debris. In the event the Board of Directors elects to assign parking spaces upon the common areas as herein provided for, then the Board of Directors may make reasonable efforts to assign a parking space in a manner calculated to make reasonable adjustments to accommodate the elderly and the handicapped.

Section 10. House Rules, etc. There shall be no violation of any rules for the use of the common areas and community facilities or “house rules” or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 11. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, than the same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural Control Committee required herein, and, upon written notice from the Architectural Control Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (1) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation if the same shall be committee or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Control Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot at which time the assessment shall become due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration, exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VII

Section 1. Party Walls. Each wall which is built as part of the original construction of the dwellings upon The Property and placed on the dividing line between lots or partly on one lot and partly on another 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 of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Repairs 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 equal shares. Nothing shall be done by any Owner which repairs the structural integrity of any party wall or which diminishes the fire protection afforded by any party wall. No Owner shall use any party wall for any purpose which creates a hazard or nuisance for any other Owner who makes use of the party wall.

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, of the right of any such Owner 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, any Owner who by his negligent or willful act causes a 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. Encroachments. If any portion of a party wall shall encroach upon any adjoining lot, or upon the common areas or community facilities, by reason of reconstruction, settlement or shifting or any building, or otherwise a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist.

ARTICLE VIII

Section 1. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing.

Any management agreement entered into by the Association shall provide inter alia, that such agreement may be terminated, with or without cause and without the payment of any penalty or termination fee, by either party upon ninety (90) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 2. Limitation of Liability. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the common areas or community facilities. No diminution or abatement of assessments, as hereinelsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or community facilities, or from any action taken by the Association to comply with any of the provision of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

Section 1. Reservation of Easement Rights by the Declarant. The Declarant hereby reserves a non-exclusive easement and right of way in, through, over and across the common areas and community facilities for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provisions of utility services, whether public or private, to the community and to other property adjacent to, or in the vicinity of, the community. Any and all instruments of conveyancing made by the Declarant to the Association with respect to any of the common areas and community facilities shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights of way over the common areas and cables, gas lines, storm drains, cables, underground conduits and such other purposes related to the provisions of utility services to the community as may be considered necessary and appropriate by the board of Directors for the orderly maintenance, preservation and enjoyment of the common areas and community facilities and for the preservation of the health, safety, convenience and welfare of the owners of the lots or the Declarant.

ARTICLE X

Section 1. Amendment. Subject to the other limitation set forth in this Declaration, prior to the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended only by an instrument executed and acknowledged by two-third (2/3) of each class of the then members of the Association, if any, and by the Declarant, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Subject to the other limitations set forth in this Declaration, following the lapse of all of the Class B membership in the Association, as in Article III provided, this Declaration may be amended by an instrument executed and acknowledged by a majority of each class of the then members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording, provided, however, that no amendment shall be effective unless it is executed by at least one Class A member, should there be any Class A members.

Section 2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, 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 of recordation of this Declaration, after which the said covenants shall be automatically extended for successive period of twenty (20) years each.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain or enjoin violation of to recover _____ or both, and against any lot to enforce the lien created hereby; and the failure or forbearance by the Association or the owner of any lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Declarant, by the Association, by any owner or any mortgagee of any lot which becomes subject to the provisions hereof and by any other person, firm, corporation or other legal entity who has any right to the use of any of the common areas and community facilities owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 4. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or no-exclusively) by the Declarant, with or without notice to the Association.

Section 5. Incorporation by Reference on Resale. In the event any owner sells or otherwise transfers any lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 6. 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, by ordinary mail, 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 7. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common areas or community facility by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the common areas or community facilities.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgement, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 9. Consents. Any other provision of this Declaration to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the institutional holders of all first mortgages of record on the lots:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or

(d) fail or maintain fire and extended coverage insurance on insurable common areas and community facilities on a current replacement cost basis in an amount not less than one hundred percent (100%) of the current replacement cost; or

(e) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the common areas and community facilities; or

(f) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

Section 10. Consent of Veterans Administration. Provided that any lot in the project is then encumbered by a deed of trust or mortgage which is guaranteed by the Veterans Administration and, provided further, that there are then Class B memberships of the Association outstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Veterans Administration:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the member of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or termination this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

Section 11. Additional Rights of Mortgages – Notice. The Association shall promptly notify the holder of the first mortgage on any lot for which any assessment levied pursuant to the Declaration or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the first mortgage on any lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the rate of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after (10) days written notice to the holder of the first mortgage on the lot which is the subject matter of such suit or proceeding.

Any institutional first mortgagee of any lot upon The Property may pay any taxes, utility charges or other charge levied against the common areas and community facilities which are in default and which may or have become a charge or lien against any of the common areas and community facilities and any such institutional first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse any first mortgage or advances any such payment shall be due immediate _____ of the _____ so _____ from the Association.

Section 12. Casualty Losses. In the event of substantial damage or destruction to any of the common areas or community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the common areas or community facilities.

Section 13. Condemnation or Eminent Domain. In the event any part of the common areas and community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be required by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on this lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the common areas and community facilities.

Section 14. Captions and Gender. The captions contained in this Declaration are for the convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

WITNESS the following signatures and seals:

ALAN H. GASNER, TRUSTEE

DOUGLAS ROSENBAUM, TRUSTEE

STATE OF _____

COUNTY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the 25th day of _____, 19____, do hereby certify that Allan H. Gasner and Douglas Rosenbaum, Trustees, whose names are signed to the foregoing document _____ on the _____ day of _____, 1981, have signed and acknowledged the same before me in my County and State aforesaid.

BY-LAWS
OF
BRENTLEIGH COMMUNITY ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is BRENTLEIGH COMMUNITY ASSOCIATION, hereinafter referred to as the "Association." The Principal office of the corporation shall be located at 9401 Lee Highway, Suite 403, Fairfax, Virginia 220131, but meetings of members and directors may be held at such places within the State of Virginia as may be designed by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to BRENTLEIGH COMMUNITY ASSOCIATION its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, 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 Owners.

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. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, or equitable or beneficial title (or legal if same has merged) of any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performances of an obligation. The term "Owner" shall no include a Developer, who for this Declaration shall be defined as a builder, contractor, investor or other person or entity who purchases a Lot in BRENTLEIGH for the purposes of resale thereof to a Public Purchaser, or for the purposes of construction improvements thereon for resale to a Public Purchaser.

Section 6. "Declarant" shall mean and refer to Allan H. Gasner and Douglas Rosenbaum, Trustees for Crownleigh at Glen Cove Limited Partnership, trading as Brentleigh, its successors an assigns, if such successors or assigns should acquire more than one undeveloped Lot form the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of Clerk of Court, Fairfax County, Virginia.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Public Purchaser" shall mean any person or other legal entity who becomes as Owner of any Lot within Brentleigh.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meeting of the members may be called at any time by the president or by the Board of Directors, or upon written request of the non Declarant members who are entitled to vote on one-fourth ($\frac{1}{4}$) of all the votes outstanding in each class of non-Declarant memberships.

Section 3. Notice of Meetings. Written notice of each meeting of the member shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of each notice, postage prepaid, at least fifteen

(15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to vote or of proxies entitled to vote, one-tenth (1/10) of the votes each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lots.

ARTICLE IV

BOARD OF DIRECTORS: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not to exceed nine (9) in number but not less than five (5) directors, who need not be members of the Association. The Board shall determine the initial number of Board members, however, upon cessation of the Declarant's class of membership as more fully defined in the Declaration, the Members of the Association shall determine the number of Board members.

Section 2. Term of Office. The Board of Directors shall be divided into three (3) classes of member ship as near equal in number as possible, with the term of office of one class expiring each year. At the first annual meeting of members, directors of the first class shall be elected for three (3) years, the members of the second class shall be elected for two (2) years and the members of the third class shall be elected for one (1) year. Thereafter, at each annual meeting of the members, the successors to the class of Directors whose terms shall then expire shall be elected for a term of three (3) years. When the aggregate number of directors is changed, any increase or decrease shall be so apportioned among the classes so as to make all classes as nearly equal in number as may be

possible. No decrease in the aggregate number of directors shall shorten the term of any incumbent director.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining member of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting subject to procedural rules adopted by the Board. Such

rules shall not be established so as to exclude any member desiring to be a candidate or desiring to submit the name of a candidate from so doing. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notices, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction for business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct

of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special

meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers agents and employees of this Association, and to see that their duties are property performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; all;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

- (g) cause the Common Area to be maintained;
- (h) approve an annual budget.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, and a secretary and treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any

officer may resign at any time giving written notice to the Board., the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) the president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory

notes, and checks from such accounts as the Board may from time to time determine.

Vice-President

(b) the vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) the secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the member; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) the treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall cause the disbursement of such funds as directed by resolution of the Board of Directors; shall co-sign all promissory notes and checks from such accounts as the Board may from time to time determine; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall be the chief

officer responsible for the preparation of an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Law. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the

property against which the assessment is made. Any assessments which are not the 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 percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to apy the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fee 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 nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

COPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words; Brentleigh Community Association.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of three-fourths of the members present in person or by proxy, provided, however,

that in the event VA and/or FHA are involved, such amendment shall require the approval of such agency.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all the Directors of Brentleigh Community Association have hereunto set our hands this 14th day of May, 1981.

PURPOSE

The purpose of these guidelines, standards and procedures is to assist both the Architectural Review Committee (ARC) and the homeowners in maintaining the design integrity of Brentleigh. The maintenance of design quality and integrity protects property values and enhances the living environment of all homeowners.

This document deals with those changes, alterations and/or additions for which homeowners most often request approval from the ARC. As with any such document, these guidelines, standards and procedures are not all-inclusive or exclusive and, in those cases, not covered hereby the ARC will, of course have to exercise its collective reasonable judgement on a case-by-case basis.

It is further the intent of these guidelines, standards and procedures to provide uniformity in the review and decision-making procedures of the ARC. As well as assist the homeowner in preparing an acceptable application for submission to the ARC and to provide some basic design principles. Which will in turn aid the homeowners in some basic design principles and in submitting for approval changes, alterations and/or additions, which are in harmony with the neighborhood and the community as a whole.

GENERAL STANDARDS OF ARC REVIEW

All proposed exterior changes; alterations and/or additions to a homeowner's property must be submitted to the ARC for its review and approval. The ARC will evaluate all submissions on the individual merits of each application. The characteristic of the dwelling type and the individual site will be considered when evaluating a particular design proposal.

The following general standards will be used in reviewing and evaluating each application and proposed design.

BASIC CONCEPT

The basic concept must be sound and appropriate to its surroundings.

DESIGN COMPATIBILITY

The proposed change, alteration and/or addition must be compatible with the architectural characteristics of the applicant's dwelling, adjoining dwellings and the neighborhood. This compatibility requires similarity in architectural style, quality of workmanship, similar use of materials, color and constructions details.

LOCATION AND IMPACT ON NEIGHBORS

Exterior changes to townhomes, due to their relative proximity to each other, usually are very noticeable to and have a substantial impact on adjoining properties. The primary concerns are access, view, sunlight, ventilation, and drainage. For example, fences could obstruct views; breezes or access; decks of large additions may cast undesirable shadows on an adjoining patio or infringe upon a neighbor's privacy.

When proposed changes, alterations and/or additions have a potential impact on adjacent properties, it is usually appropriate to discuss the same with the affected neighbor and possible to submit neighbor comments with the application.

SIZE

The size of the proposed change, alteration and/or addition must relate well to surrounding structures.

COLOR

Colors must be similar to those of the existing dwelling and must be compatible and harmonious with those in use in the neighborhood.

MATERIALS

Materials must be the same or compatible with those used in the community as a whole.

QUALITY OF WORKMANSHIP

The quality of work must be equal to or better than that in the community as a whole.

TIME OF CONSTRUCTION

Projects must be completed expeditiously and those proposed to take longer than or remaining incomplete for SIX (6) months or longer will usually be considered objectionable, as they can be a nuisance and safely hazard for the community.

ARC REVIEW PROCEDURES

All applications for exterior changes, alterations and/or additions, whether permanent or temporary, must be submitted to the Homeowners Association (SEE ARC APPLICATION). The application will be reviewed for completeness, and if completed, will be forwarded to the ARC so that the review process may begin. If additional information is required, the homeowner will be notified as to what additional information is required. The ARC has FORTY-FIVE (45) days from the date it receives the application to render a decision. The decision will be sent to the applicant homeowner's address by mail.

APPEAL OF AN ARC DECISION

An appeal of a decision of the ARC may be made to the Board of Directors of the Homeowners Association in any of the following situations.

Proper procedures were not followed during the administration and review process.

The applicant and/or other affected residents attending the meeting where the application was considered were not given a fair hearing.

The decision of the ARC was arbitrary; was without rational basis or was not supported by the provisions of the guidelines' standards and procedures.

To commence an appeal, the applicant or other affected resident must, within

FIVE (5) calendar days after receiving the written decision of the ARC, submit a written request for an appeal stating the reason(s) therefore.

ENFORCEMENT PROCEDURES

The Declaration of Covenants, Conditions and Restrictions (Article VI, Section 1) require the ARC to insure compliance of all lots with the Homeowner's Association standards. The Board of Directors has adopted the following enforcement procedures:

1. All violations will be confirmed by a site visit by a member of the ARC.
2. An attempt will be made to contact the resident in violation.
3. If, within a reasonable time, no contract has been made, a written Notice of Violation will be sent.
4. If the violation is not corrected within FIFTEEN (15) calendar days after the written Notice of Violation, a second written Notice of Violation will be sent by certified mail.
5. If the violation is not corrected within FIFTEEN (15) days after the second Notice of Violation, a third Notice of Violation will be sent by certified mail informing the resident of the time and place of a hearing by the ARC concerning the violation.
6. If the ARC cannot resolve the violation, it will be turned over to the Board of Directors with a recommendation that appropriate legal action be instituted.

CHANGES, ALTERATIONS AND/OR ADDITIONS REQUIRING ARC APPROVAL

Article VI, Section 1 of the Declaration of Covenants, Conditions and Restrictions charges the ARC with the duty to ensure "harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept". Section 5 authorize the adoption of

architectural standards and procedures by the ARC subject to the confirmation of the Board of Directors. To that end, the following conditions for architectural control have been adopted.

CONDITIONS FOR ARCHITECTURAL CONTROL

No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work, which in any way alters the exterior of any Lot or Common Area of the improvements situated thereon from its natural or improved state, existing on the date such property was first subject to the Declaration of Covenants, Conditions and Restrictions of Brentleigh Subdivision shall be made or done without the prior approval of the Architectural Control Committee (ARC). No building, residence or other structure, fence, wall or landscaping in lieu thereof, shall be commenced, erected, maintained, improved, made or done on such property without the prior written approval of the ARC. Further, once a plan is approved it must be followed. If there is a modification to the plan, it must be submitted and approved by the ARC.

Exterior changes, alterations and/or additions are hereby defined to be any change, alteration and/or addition which was not part of the original dwelling design and construction and which is visible from the exterior of the dwelling.

Each application is reviewed on an individual basis. There are not any "automatic" approvals, unless provided for in the Declaration of the Covenants, Conditions and Restrictions of elsewhere in these guidelines, standards and procedures.

THE ARC APPLICATION

An application to the ARC must be submitted in writing and must include the following information and/or items and attachments:

1. Name and residence address of the applicant.
2. Address of the property, which is the subject of the application.

3. The estimated start and completion dates in terms of days after start required to complete the proposed change, alteration and/or addition.
4. Complete information as to the person or entity, which is to undertake the proposed change, alteration and/or addition if possible.
5. The signatures of TWO (2) neighbors most affected by the proposed change, alteration and/or addition.
6. A site plan including dimensions and distances from adjacent property and houses.
7. Samples of the materials and colors to be used and an indication of the existing colors and materials.
8. A graphic description of the proposed change, alteration and/or addition. Such description may be in the form of manufacturer's literature or photographs as well as architectural plan and elevations. The amount of detail provided should be consistent with the complexity of the proposal. All dimensions should be shown and relationships of architectural features such as existing and proposed roof lines, window sizes and alignment, building heights, roof slopes, etc., should be shown, as they affect the applicant's dwelling and adjacent dwellings. A written description should accompany the graphic description.

The ARC may require such additional information, as it deems necessary in order to properly consider and act upon the application.

GUIDELINES

The following guidelines deal with a broad range of exterior changes, alteration and/or additions for which homeowners frequently submit application to the ARC. These guidelines are not all-inclusive or exclusive and are presented to assist the homeowner in developing a design. They define limits as to size, quality of construction, location, materials,

and color based upon the intended use and relationship to adjacent properties.

The applicant who follows the guidelines can reasonably expect approval or a well-reasoned statement as to why the application was not approved.

****NOTE: COUNTY APPROVALS ****

Many such proposed changes, alterations and/or additions will require review, licenses and/or permits by appropriate government authorities. It is the homeowner responsibility to determine whether such approval, licenses and/or permits can in fact be obtained and to obtain the same. Approval by the appropriate governmental authorities does not preclude the need for ARC approval and vice versa.

FENCES

Fencing shall be restricted to rear yard locations and will be considered on its individual merits. Particular attention should be given to adjacent open space and the height and compatibility of materials and color with the existing dwelling and other dwellings in the immediate vicinity.

The height of a fence should be compatible with the dwelling; however, the accepted limits are between 3'0" and 6'0". Special consideration should be given to minimize any loss of views, sunlight and natural ventilation on adjacent properties. **Chain link fencing is not permitted.**

AN APPLICATION IS REQUIRED FOR ALL FENCES.

STORAGE SHEDS OR BINS

Storage sheds or bins can aesthetically affect both the resident's dwelling and the neighborhood by concealing many cluttered items such as garden and yard tools, trash cans, outdoor toys, lawn furniture, etc. However, an inconsistently placed or poorly designed storage shed or bin can visually negate an otherwise desirable intent and result.

All storage sheds should be designed to appear as part of the dwelling, landscaping and/or fence theme. The shed should be

designed to respect the visual rights and aesthetic interests of the neighborhood properties. Materials and colors should be the same or compatible with those of exterior finish of the dwelling, fence or deck as appropriate. The roof slope and type and color of the roofing material should match those of the dwelling. The highest point of a shed or bin must not exceed the height of an adjacent privacy fence.

AN APPLICATION IS REQUIRED FOR ALL STORAGE SHEDS OR BINS.

PATIOS AND DECKS

Patios and decks shall be located only in rear yards. Design criteria must be considered carefully with respect to visibility, privacy and materials as it affects adjacent properties. When patio or deck designs include other exterior changes, such as fencing, lights, plantings, etc., the appropriate sections of these guidelines, standards and procedures should be consulted.

Where decks are raised so as to permit under deck storage, special screening or landscaping will be required. In addition, landscaping will be required to hide deck supports.

Materials should have natural weathering qualities such as for patios: brick, stone, or concrete; decks: pressure-treated wood or redwood.

Changes in grade or other conditions, which will affect drainage, are usually anticipated and should be indicated.

Generally, approval will be denied if adjacent/adjoining properties are adversely affected by the construction of the deck or change in drainage.

AN APPLICATION IS REQUIRED FOR ALL PATIOS AND DECKS.

STORM AND SCREEN DOORS/WINDOWS

Rising energy costs have encouraged homeowners to take energy conserving measures by the installation of storm doors and windows. To the extent that the same are not provided as part of the original dwelling, they should be straightforward without augmentation such as scallops, scrolls and/or imitation

gage hinges such as usually found on Crossbuck doors. Storm or screen doors should be painted the same as the entry doors behind them. However, special consideration will be given to doors that are brown, or black Factory painted (anodized aluminum).

Storm and screen window frames should match the trim of the dwelling; however, white aluminum is acceptable.

FULL OR PLAIN PANELED STORM DOORS AND STORM WINDOW, WHICH MATCH THE ABOVE REQUIREMENTS, DO NOT REQUIRE AN APPLICATION.

ALL OTHER STORM DOORS AND WINDOWS REQUIRE AN APPLICATION.

RECREATION AND PLAY EQUIPMENT

All permanent recreational and play equipment must be located in an ENCLOSED REAR YARD.

ALL PERMANENT RECREATION AND PLAY EQUIPMENT REQUIRES AN APPLICATION.

MAJOR EXTERIOR CHANGES

Major alterations are generally considered to be those, which substantially alter the existing, structure either by subtraction and/or addition to the home. Major alterations include, but not limited to: porches, rooms, fireplaces, chimneys, etc. Generally speaking, townhouse lots are not of sufficient size to permit most major alterations by addition or subtraction.

If major alterations are contemplated, their design must be compatible in size, materials and colors with the applicant's dwelling and adjacent dwellings. Changes in grade, which may affect drainage, must be indicated. Approval will be denied if adjoining properties are adversely affected.

Construction materials must be stored so that impairment of view from neighboring properties is minimized. All excess materials must be immediately removed from the site following completion of construction.

ALL MAJOR ALTERATIONS REQUIRE AN APPLICATION.

MISCELLANEOUS

TO THE EXTENT THAT AFTER DESCRIBED ITEMS VARY FROM THE RESTRICTIONS OUTLINED, APPLICATION IS REQUIRED. FURTHER, APPLICATION IS REQUIRED WHERE SPECIFICALLY INDICATED.

ANTENNAS

Exterior antennas are not permitted.

CHIMNEYS AND METAL FLUES

Chimneys must be enclosed in the same material as the exterior of the dwelling. All metal flues and chimney caps must be compatible with vents through the roof in the original construction.

DOG HOUSES

Dog houses must be compatible with the applicant's dwelling in color and material or it can match a natural wood fence and must be located in back yards that are completely fenced so they are not visually unobtrusive.

EXTERIOR DECORATIVE OBJECTS

Generally speaking, exterior decorative objects are not desirable whether natural or manmade. They will not be considered in any location other than the back yard only.

Exterior decorative objects include, but are not limited to such items as birdbaths, wagon wheels, sculptures, fountains, pools and other freestanding or attached items of all types.

ALL EXTERIOR DECORATIVE OBJECTS REQUIRE AN APPLICATION.

EXTERIOR LIGHTING AND ELECTRONIC INSET TRAPS

No exterior lighting or electronic insect device shall be installed or maintained in such a way as to cause discomfort to adjacent owners either from light or noise. Further, electronic insect devices may be operated only when the owner or his guests occupy the immediate area served by the device.

EXTERIOR PAINTING

Color changes apply not only to the dwelling siding, but also to doors, shutters, trim, roofing and other appurtenant structures. Changes in exterior colors must conform with the established neighborhood or selected from existing colors. Repainting or staining to original colors does not require an application.

FLAGPOLES

Permanent flagpoles are not permitted. Homeowners wishing to use temporary flagpole staffs that do not extend more than SIX (6) feet and are attached to a permanent bracket on the dwelling need not submit an application.

PERMANENT GRILLS

Permanent grills are not permitted.

COMPOST PILES

Compost piles are not permitted.

EXTERIOR UNIT AIR CONDITIONERS

Air conditioning units extending from windows are not permitted.

Exterior units may be added or relocated only when they do not interfere, visually with the neighbors. Discharge of hot air onto adjoining properties is not permitted.

CLOTHESLINES

Clotheslines are not permitted.

GUTTERS AND DOWNSPOUTS

Gutters and downspouts must match those existing in color and design and must not drain onto or adversely affect adjoining property.

ATTIC VENTILATORS

Attic ventilators and similar devices requiring penetration of the roof should be as small in size as possible. They should generally be located on the least visible side of the roof and must not extend above the roof ridgeline.

TRASH CANS & TRASH REMOVAL

Trash containers shall not be placed for pick-up prior to 8:00p.m. the previous evening. They should be out of sight, NOT just behind a shrub. Trash for pickup must be in containers manufactured for trash storage only. Paper containers or cardboard boxes are not sufficient. Recyclables and yard waste should be stored in clear bags.

EAL ESTATE SALES/RENT SIGNS

Real estate signs must meet County regulations with respect to size, content, and removal. Signs may be placed only in the front yard of the dwelling available.

All signs must be removed within FOURTY EIGHT (48) hours after contract acceptance.

SOLAR PANELS

Panels mounted to the front side of a roof must be flush with the roof. Panels mounted to the rear side of a roof may be flush or raised. If raised, they may not extend above the roof ridgeline so as to be visible from the front of the dwelling.

No other mounting locations are permitted.

TREE REMOVAL

No live trees with the diameter in excess of FOUR (4) inches, measure TWELVE (12) inches above ground, no trees in excess of TWO (2) inches in diameter, similarly measured, which are generally known as flowering trees or as broad leaf evergreens may be cut without the prior approval of the ARC.

In addition, the applicant is advised to consult with the County Arborist for compliance with County ordinances on tree cutting.

IN-HOME BUSINESS

While in-home businesses are generally encouraged, customer-oriented businesses are not permitted. Fairfax County also regulates in-home businesses.

The following special requirements must be met:

- a. Permit obtained from proper county authorities.
- b. Copy of the permit on file with the Homeowners Association.

- c. No sign or other advertising device of any nature shall be placed on any lot.
- d. No exterior of business related materials are permitted.

LANDSCAPING AND GARDENS

Consideration must be given to the effect that planting will have on views from neighboring dwellings and property. Trees and shrubs should not obstruct sight lines required for vehicular traffic and shade patterns on neighboring dwellings must be considered.

Gardens must be neatly maintained throughout the growing season, which includes removal of all unused stakes, trellises, and dead growth.

No application is required for foundation planting, trees, or single paintings.

APPLICATION IS REQUIRED FOR HEDGES IN THE EXCESS OF TWO (2) FEET IN HEIGHT OR EIGHT (8) FEET IN LENGHT, OR OTHER FEATURES, WHICH IN EFFECT, BECOME STRUCTURES, FENCES OR SCREENS, AND AS PART OF OTHER APPLICATIONS. APPLICATION IS ALSO REQUIRED FOR RAILROAD TIES OR GARDEN TIMBERS WHICH FORM A WALL OVER TWELVE (12) INCHES HIGH AND EIGHT (8) FEET LONG.

APPLICATION IS REQUIRED FOR ROCK GARDENS WHERE ROCKS OR ROCK GROUPINGS (ALL ROCKS MUST BE LEFT NATURAL COLOR) EXCEEDS TWENTY-FOUR (24) INCHES IN ANY DIRECTION OR VEGETABLE GARDENS WHICH ARE LOCATED ELSEWHERE THAN IN THE REAR YARD AND OR EXCEED $\frac{1}{4}$ OF SUCH REAR YARD.

MAINTENANCE GUIDELINES

Property ownership includes the responsibility for maintenance of all structure on their lots. Such maintenance includes but is not limited to: repainting as needed, fences, sheds, doors, windows, and decks. The Association expects all residents to do necessary maintenance so as to prevent deterioration or unsightly conditions from existing in the subdivision.

MOWING AND PLANTING MAINTENANCE

Rear yard grass areas need to be mowed regularly, maintaining a maximum height of FIVE (5) INCHES and a minimum height of TWO (2) inches. Planting beds must be kept neat and orderly.

LAWN AND GARDEN FERTILIZER

Care should be taken in the use of lawn and garden fertilization especially in the areas adjacent to ponds and/or waterways or where excessive run-off can be expected. Soil test kits should be obtained to determine the proper type and amount of fertilizer to be used.

EROSION CONTROL

Each resident is responsible for protecting their lot area from erosion and assuring that storm water facilities on their lot are kept open and free of debris.

PESTICIDES AND HERBICIDES

Pesticides and herbicides are permitted so long as label instructions are followed. Organic/biodegradable materials are preferred in order to insure the least harm to the environment. Care in application is important especially along ponds and waterways, near tot lots or neighborhood play areas and near adjacent dwellings. All pesticides and herbicides should be used with caution and according to instructions.

May 2003

TO: Brentleigh Community Homeowners
RE: New Parking Passes

Dear Brentleigh Community Homeowners:

Thank you for completing the application for the new parking passes. Enclosed you will find two new reserved passes and one visitor pass. Please display the new passes in your vehicle by June 1st, as the old passes are no longer valid. If your vehicle has an old pass displayed after June 1st it is subject to being towed. Please also note that replacement passes can be obtained for a \$25 fee per pass. Parking passes must be given to a new owner in the event that you sell your home.

We hope the new parking arrangement is agreeable to each homeowner.

Sincerely,

Tim Kirchner
Property Manager for the Brentleigh Community Association

4306 EVERGREEN LANE SUITE 101 ANNANDALE VIRINIA 22003
(703) 941-9002 FAX (703) 941-9005
EMAIL NVMANAGEMENT@EROLS.COM

**COMMUNITY SAFETY
TRAFFIC AND PARKING
RULES AND REGULATIONS**

**ARTICLE 1
AUTHORITY**

Article VI, Section 9 of the Brentleigh Community Association Declaration of Covenants, Conditions and Restrictions states in part, "Parking upon the common areas may be regulated by the Board of Directors..."

**SECTION 1-1
PARKING DESIGNATION**

The Board of Directors of the Brentleigh Community Association (hereinafter referred to as the Board) may designate reserved and guest parking areas within its discretion.

**SECTION 1-2
TRAFFIC/PARKING VIOLATIONS & ENFORCEMENT**

The Board may set up a system for enforcement of both parking and moving traffic violations and assess fees for the violations.

**SECTION 1-3
ASSOCIATION AUTHORIZED REPRESENTATIVES**

The Board, by this regulation, provides residents within the Association, representative from the management company or patrol personnel the authority to act if vehicles are found in violation of the By-laws or these rules and regulations.

**SECTION 1-4
ISSUANCE OF CITATIONS**

Citations issued for parking violations will be presented to the driver, if present. However, if the vehicle is unattended, then the citation may be placed in a conspicuous place. The Board may charge a person with a violation of any traffic law or ordinance and may approve issuing citations if there is probable cause that the person committed, or is committing, a violation of the Association's By-laws or the Rules and Regulations.

SECTION 1-5 REGULATING TRAFFIC/CONTROL DEVICES

The Board has the authority to place traffic control devices on every roadway or parking area under its jurisdiction. The Board shall place and maintain those traffic control devices that are considered necessary to carry out these rules and regulation to regulate, warn and guide traffic, such as:

- A. Regulating or prohibiting the stopping, standing or parking of vehicles.
- B. Regulating traffic by means of patrol officers or traffic control devices.
- C. Regulating or prohibiting processions or assemblies on the roadways.
- D. Regulating the speed and weight of vehicles on Association roadways and parking areas.
- E. Restricting the use of roadways and parking areas.
- F. Regulating the operation of bicycles, mopeds, motorcycles, skateboards and scooters.
- G. Regulating or prohibiting the turning of certain types or weights of vehicles.
- H. Regulating truck traffic and prohibiting trucks from using any roadway that is not designated or maintained for such.
- I. Adopting any other traffic regulation as needed.

SECTION 1-6 TOWING

Vehicles parked in violation of the rules and regulations may be towed without further notice. The Board may also enforce such other remedies including but not limited to: patrolling by tow company, special assessments for damage to the parking areas, booting, injunctions or other appropriate legal actions.

SECTION 1-7 BOOTING

The Board is authorized to tow or immobilize a vehicle by the State of Virginia under Section 46.1-551.

SECTION 1-8 UNPAID CITATIONS

The Board may take action whenever any motor vehicle is parked upon the Association's property which has three or more unpaid or unsettled parking fees. The vehicle may be towed or moved to a place designated for the temporary storage of such vehicles at the owner's expense. The vehicle may also be immobilized in such manner as to prevent operation. Such vehicle may be kept in storage or immobilized until such time as the outstanding fees are paid to the Association.

SECTION 1-9 TRUCK RESTRICTIONS

The Board may, in its judgment, and for good cause, prohibit the use of certain trucks on certain Association roadways, except for the purpose of deliveries or pick-ups.

SECTION 1-10 PEDESTRIANS

The Board has the authority to require pedestrians to obey traffic control signals. The Board may prohibit pedestrians from crossing except in a crosswalk and in a safe manner on any Association roadway.

SECTION 1-11 MOTOR VEHICLE SPEED

The Board may establish a maximum speed limit for Association roadways to apply at all times or only at specified times and may establish different limits for different times of day, different types of vehicles, different weather conditions or any other factor bearing on safe speed.

SECTION 1-12 SPEED CONTROL DEVICES

The Board may approve a way to measure speeds of motor vehicles on Association roadways. Such a device shall be designed to measure and indicate the speed of a moving object by means of radio microwaves or other legally accepted methods.

SECTION 1-13 VEHICLE REGULATION

The Board may regulate the operation of vehicles on Association roadways under any conditions, but particularly in the event of snow, sleet, hail, freezing rain, ice, water, flood, high winds, storm or threats thereof. In addition to the general powers granted by this section, the Board may also prohibit vehicles from parking or operating on Association roadways or parking areas and prohibit the abandoning of vehicles on Association roadways or parking areas, and authorize the removal of vehicles from Association roadways and parking areas that are stalled, stuck, parked or abandoned in these areas. The Board may also authorize the storing of removed vehicles and the imposition of reasonable charges for removal and storage.

SECTION 1-14 OWNERS RESPONSIBILITY

Owners will be held responsible for the fees incurred by their dependents, visitors and tenants.

ARTICLE II ADMINISGTRATION

SECTION 2-0 RESERVED PARKING PERMITS

As stated in **SECTION 1-1**, the Board has the authority to designate reserved and guest parking areas. Inherent in that authority is the power to issue parking permits.

SECTIONS 2-1 through **2-14** are reserved in case the Board should decide to exercise its authority.

SECTRION 2-1 THROUGH SECTION 2-14

SECTION 2-15 VIOLATION PAYMENTS

If a resident pays a traffic violation fee(s) with a check and then stops payment, or if the account has been closed, or the account has insufficient funds then the vehicle in question may be immobilized or towed and all parking privileges suspended. Such residents shall lose their

good standing the Community until all fees are paid in cash or certified funds. Because of the above conduct, the Association may also assess an additional penalty of \$25.00 to the resident.

SECTION 2-16 CONSPIRACY TO COMMIT VIOLATION

Any person who commits, attempts to commit, conspires to commit or aids or abets another in the commission of a violation of the Association rules and regulations, whether as a principal, agent or as an accessory, is guilty of the violation. Any person who intentionally induces, causes, coerces, permits or directs another to commit a violation is guilty of the violation.

SECTION 2-17 LAWFUL ORDERS

A person may not willfully disobey any lawful order or direction of the Board or any agent or appointed representative from the Board of Directors.

SECTION 2-18 PRIVILEGE TO DRIVE

- a. The Board may, under extraordinary circumstances, suspend, refuse or revoke residents and non-residents privileges to drive or park on Association property.
- b. A person may not drive or attempt to drive on Association property if his or her privileges have been refused, revoked or suspended by the Association, the State of Virginia, or the state in which the individual is licensed.

SECTION 2-19 BOOT REMOVAL

A boot placed on a vehicle for a violation of the Association rules and regulations may not be removed until the fee(s) is paid. If, after a hearing, the person is found not to have committed the violation, the fee will be returned.

SECTION 2-20 HEARINGS

- a. Any person cited for a violation of these rules and regulations may request a hearing. The Board may appoint one or more persons to conduct the hearing. The Community Safety committee may also be used to conduct the hearing. Such hearing officers are authorized to administer oaths or affirmations, take affidavits and depositions, hear testimony and perform such other duties as are incidental to conducting hearings.
- b. When notice of hearing is sent by certified mail to the alleged defendant and the notice includes a statement of the alleged offense(s), the date, time and place of the hearing, then the hearing may be conducted to its final determination even if the alleged defendant fails to appear at the hearing.
- c. Hearing officer(s) shall conduct the hearing under rules for administrative proceedings. All testimony and other evidence that is relevant and material should be considered. Original documents shall be presented unless they are not available. All reports of officials, including patrol officers, committee members and management company personnel, and other records and documents in possession of the Association bearing on the case, shall be considered by the hearing officers. Any copies of previous violations of the rules and regulations kept by the management company are considered official records and may be considered by the hearing officer(s) as appropriate. The alleged defendant has the right to examine all witnesses and to submit rebuttal evidence. Written testimony may be considered when the witness, for good cause, is not available to testify. All testimony will be under oath or affirmation. The hearing officer(s) shall consider all matters properly presented and make appropriate findings. These findings may be appealed to the Board.

SECTION 2-21 PARKING SPACE DESIGNATIONS

No signs, initials, number or any other additions or alterations to parking spaces may be painted, displayed or erected by any resident. Applications for such will be returned or denied. This does not apply to a uniform numbering or lettering system that may be applied to all parking spaces by the Association acting through the Board.

SECTION 2-22 VEHICLE REPAIRS

The following vehicle repairs may be conducted on Association property:

- A. Minor emergency maintenance;

- B. Ordinary light maintenance (excluding changing the oil and other fluids or any other action which may damage or soil Association common areas); and
- C. Normal cleaning is permitted, provided there is no damage or soiling of the Association common areas.

SECTION 2-23 DRIVERS LICENSE

An individual may not drive or attempt to drive a vehicle on Association property unless he or she has a valid drivers license.

SECTION 2-24 OBSERVING TRAFFIC CONTROL DEVICES

The driver of any vehicle (except emergency vehicles) shall obey all traffic control devices on Association roadways, unless directed otherwise by the Board or any representative of the Board.

SECTION 2-25 ASSOCIATION SPEED LIMIT

The speed limit for Association roadways is 10 miles per hour.

ARTICLE III REGULATIONS

SECTION 3-1 STATE TAGS - COUNTY STICKERS

Any motor vehicle parked on Association roadways, parking areas or lots must display a current license tag, a valid inspection sticker, and a Fairfax County decal. Military personnel, guests, visitors and full time students from other states must have current registration plates from their state. Violations will be issues, then towed.

SECTION 3-2 ABANDONED VEHICLES

No abandoned vehicle shall be parked on Association property. All vehicles shall be maintained in proper operating condition. The Board may also direct that abandoned vehicles be taken into custody and removed from Association property. Only one violation will be issued giving the owner 72 hours notice, then towed.

SECTION 3-3 BOATS - TRAILERS - MOTOR HOMES

Boats, boat/vehicle trailers, house/camping trailers, motor homes or any similar items will not be stored or parked on any street, lot or common area within the jurisdiction of the Association.

SECTION 3-4 RESTRICTED PARKING OR STORAGE

Vehicles may not be parked or stored on grassy areas, walkways or backyards of any lot. Vehicle will be towed without notice from the Common areas, and violations will be issued, then towed from the Lots.

SECTION 3-5 COMMERCIAL VEHICLES

Commercial vehicles are not allowed to park within the jurisdiction of the Association. Exceptions are service on service calls and then, on temporarily, at the discretion of the resident who call for the service. Contractor's vehicles may not be left overnight while a contract is being completed on a residence. Violations will be issued, then towed.

SECTION 3-6 PARKING - SPACE MARKINGS

All vehicles shall be parked wholly within the parking space lines or the natural extension to the lines from the two parking markers painted on the curb. They shall park in such a manner as not to obstruct any other space or throughway. Violations will be issued, then towed.

SECTION 3-7 STOPPING, STANDING, OR PARKING PROHIBITIONS

Stopping, standing, or parking is prohibited in the following instances:

- A. Parking in a fire lane. Vehicle will be towed without notice.
- B. Parking within 15 feet of a fire hydrant. Vehicle will be towed without notice.
- C. Parking at a yellow curb area. Vehicle will be towed without notice.
- D. Parking on a sidewalk. Vehicle will be towed without notice.
- E. Parking in an intersection. Vehicle will be towed without notice.
- F. Parking at any place where parking is prohibited by an official sign. Vehicle will be towed without notice.
- G. Parking on the roadway side of any other vehicle that is stopped or parked at the edge of the road, parking space or curb. Vehicle will be towed without notice.
- H. Parking in a reserved space without the consent of the resident to whom the space is assigned. Vehicle will be towed without notice.
- I. Parking in a handicapped space without a valid handicap permit or plate. Vehicle will be towed without notice.

SECTION 3-8 ACCIDENTS

- a. The driver of a vehicle involved in an accident on Association property shall stop their vehicle as close as possible to the scene of the accident without obstructing traffic. If another vehicle is involved, the driver shall locate the owner or driver of that vehicle and notify the individual of their name, address and insurance information.
- b. Whenever a motor vehicle is involved in an accident upon the Association property and is so located as to impede the orderly flow of traffic, the Board may have the person with the designated authority or the Community Manager remove the vehicle from Association property at no cost to the Association.
- c. The driver of a vehicle involved in an accident which results in damaging Association property shall by the quickest means of communication give notice to the management company and provide information as requested by the management company.

SECTION 3-9

ALTERING TRAFFIC CONTROL DEVICES

A person without lawful authority shall not willfully alter, deface, damage, knock down, change the direction of, or twist or remove any part of any traffic control device.

SECTION 3-10 DRIVING RIGHT SIDE

A vehicle shall be driven safely on every roadway, keeping to the right side of the roadway as much as possible. If the roadway causes close passage, each drive shall give to the other, as nearly as possible, at least on half of the roadway.

SECTION 3-11 PASSING

No vehicle shall overtake and pass another moving vehicle.

SECTION 3-12 YIELD SIGNS

The driver of a vehicle approaching a yield sign or exiting a secondary roadway or parking lot shall yield to traffic that has the right of way on the main roadway.

SECTION 3-13 DRIVE ON SIDEWALKS

A person may not drive a vehicle on a sidewalk, over a curb or on any grassy area within the Association.

SECTION 3-14 CLOSING ROADWAYS

A person may not move, remove or alter the position of any light, signs, guard, barricade, cone or rope placed by property authority for the purpose of closing any part of a roadway or parking area to traffic or parking.

SECTION 3-15

MOTORCYCLES

A motorcycle may not park in the same parking space with a motor vehicle if it causes either vehicle to become a traffic hazard.

SECTION 3-16 PARKING WHEELS TO CURB

When a vehicle is parked parallel to a curb, both the front and rear wheels closest to the curb may not be more than 12 inches from the curb. When parallel parking, the right wheels of the vehicle must be closest to the curb.

SECTION 3-17 FOLLOWING TOO CLOSELY

The driver of a motor vehicle may not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of the other vehicle and the traffic conditions of the roadway.

SECTION 3-18 YIELD

When an intersection has no traffic signs, all vehicles shall yield the right of way to any vehicle approaching from the right.

SECTION 3-19 U-TURNS

A driver may not make a left or U-turn without yielding the right of way to any approaching vehicle that is so near as to possibly be a danger.

SECTION 3-20 PEDESTRIANS

- A. The driver of a vehicle shall come to a stop when a pedestrian is crossing a roadway in a crosswalk.
- B. A pedestrian may not suddenly leave a curb or any other place of safety and walk or into the path of a vehicle which is so close that it is difficult for the driver to yield.

- C. If a vehicle has stopped to let a pedestrian cross the roadway, the driver of any vehicle approaching from the rear may not overtake and pass the stopped vehicle.
- D. If a pedestrian crosses a roadway other than at a marked crosswalk, the pedestrian shall yield the right of way to any approaching vehicle.
- E. A driver of a vehicle shall exercise due care to hitting a pedestrian. If necessary, warn the pedestrian by sounding the horn and pay particular attention to children and confused or disabled individuals.
- F. When a sidewalk is provided, a pedestrian may not walk along or on the adjacent roadway. When there is no sidewalk, a pedestrian must walk on the left side of the roadway as near as practical to the edge of the roadway facing traffic.

SECTION 3-21 NEGLIGENT DRIVING

A person is guilty of negligent driving if they drive a vehicle in a careless or imprudent manner.

SECTION 3-22 RECKLESS DRIVING

A person is guilty of reckless driving if they drive in a wanton or willful manner with disregard for the safety of persons and property.

SECTION 3-23 PARKING VEHICLE

A person driving or otherwise in charge of a motor vehicle may not leave the vehicle until the engine is stopped, the ignition mechanism is locked and the key is removed.

SECTION 3-24 BACKING UP

The driver of a vehicle may not back up the vehicle unless the movement can be made safely and will not interfere with other traffic.

SECTION 3-25 OPEN DOORS

A person may not open the door of a motor vehicle into traffic unless it is reasonably safe to do so and it is done without interfering with the movement of other traffic.

SECTION 3-26 SUBSTANCE ON ROADWAYS

A person may not drop, throw or place glass, nails, tacks, wire, or cans on the roadway, or any other substance likely to injure a person or damage a vehicle or impede traffic safety.

SECTION 3-27 CLOSED AREAS

A person may not drive, park or walk on any new roadway or parking area before it is opened to traffic and parking. Vehicles will be towed from the area without notice.

SECTION 3-28 RACING/SPEED CONTEST

A person may not drive a vehicle in a race or speed contest with another vehicle.

SECTION 3-29 SPINNING WHEELS

A person may not drive a motor vehicle in any improper manner, intentionally causing skidding, spinning of the wheels or excessive noise.

SECTION 3-30 UNSAFE VEHICLES

A person may not park or drive and the owner may not cause or knowingly permit a vehicle to be parked or driven on any roadway or parking area in such an unsafe condition as to endanger persons, property, roadways or parking areas.

SECTION 3-31 HEAD/PARKING LIGHTS

When there is insufficient light, or there are unfavorable atmospheric conditions, vehicles should turn on their lights. When a vehicle is stopped or standing on a roadway or in a parking area under the above mentioned conditions, the emergency flashers and parking lights shall be on.

SECTION 3-32 HORN

The driver of a vehicle may honk the horn to ensure safe operation of the vehicle, but may not otherwise use the horn on Association property.

SECTION 3-33 MUFFLERS

Every motor vehicle shall be equipped with an exhaust muffler system in good working order and in constant operation to prevent excessive or unusual noise.

SECTION 3-34 AUTHORIZED TO DRIVE

A person may not knowingly permit a motor vehicle owned by them or under their control to be driven by any person not authorized to drive or in violation of any provision of these rules and regulations.

SECTION 3-35 LITTERING

No pedestrian may throw litter on the ground, nor may any person in a vehicle throw litter from the vehicle.

SECTION 3-36 UNATTENDED VEHICLES

No person having control or charge of a motor vehicle shall allow such vehicle to stand on any roadway or parking area unattended without first effectively ensuring that the vehicle will not roll.

SECTION 3-37
SKATEBOARDS/ROLLER SKATING

Skateboarding, roller skating/blading is not permitted on any roadway or restricted common areas within the Association.

SECTION 3-38
BICYCLES

- A. Bicycles must be ridden on the right side of the Association's roadways and are subject to all applicable regulations governing moving vehicles set forth in these rules and regulations.
- B. It shall be unlawful for any person to ride a bicycle or other similar such wheeled, rider-propelled device on sidewalks as to become an impairment or danger to pedestrian traffic.
- C. The operator of a bicycle may ride the bicycle only on or astride a permanent and regular seat securely attached to it. A bicycle may not carry any passenger unless it is designed for and equipped with a seat securely attached to it for each passenger.
- D. Operators of bicycles may ride two abreast only if the flow of traffic is unimpeded and the operators exercise due care when passing a vehicle.
- E. A person may not operate a bicycle, moped or other wheeled devices while carrying any package, bundle, or other article that prevents the operator from keeping both hands on the handlebars or interferes with the view or balance of the operator.
- F. A person may not secure, rest, store or attach a bicycle, moped or similar device to any object on the common areas or on front lots.
- G. It is unlawful for a person to throw any object at or in the direction of any person riding a bicycle or to open the door of any motor vehicle with intent to strike, injure or interfere with any person riding a bicycle.
- H. If a bicycle is used on a roadway at any time when, due to insufficient light or unfavorable atmospheric conditions, persons and vehicles on the roadway are not clearly discernable at a distance of 500 feet the bicycle shall be equipped:
 - (i) On the front, with a lamp that emits a white light visible from a distance of at least 500 feet to the front; and

(ii) On the rear with a red reflector of a type that is visible from distances from 100 feet to 600 feet to the rear when directly in front of head lamps on a motor vehicle.

(iii) A bicycle may not be equipped with any siren or whistle nor may any person use such a device on a bicycle.

(iv) In addition the bicycle must be equipped with a bell or other similar device capable of giving a signal audible for a distance of at least 500 feet.

SECTION 3-39

ROADWAY USE RESTRICTIONS

- A. It shall be unlawful for any person to play in or on a street or roadway other than upon the sidewalks thereof.
- B. It shall be unlawful for any person to use on a street or roadway roller skates/blades, toys, games, nets, sleds or other devices on wheels or runners, except bicycles and motorcycles.
- C. It shall further be unlawful for any person riding upon or using any bicycle, roller skates/blades toys, skateboards, sleds or other device on wheels or runners to attach the same or themselves to any motor vehicle on a street or roadway.

SECTION 3-40

ANIMAL/MOTOR VEHICLE ACCIDENTS

If a motor vehicle strikes and injures or kills an animal, the driver of the motor vehicle shall notify the appropriate County or State agency of the accident immediately.

SECTION 3-41

NO CURB PARKING DURING SNOW

A person may not park a vehicle on any townhome roadway or curb during a snow emergency when plowing and sanding are being done. Vehicle will be towed without notice.

GLOSSARY
FOR TERMS NOT DEFINED HEREIN, REFER TO
WEBSTER’S NEW WORLD DICTIONARY.

ABANDONED VEHICLE: Any motor vehicle, trailer, semi-trailer of part thereof that is inoperable and is left unattended on Association property for more than 72 hours, or any motor vehicle that has remained illegally on Association property for a period of more than 72 hours without the consent of the Board.

ADVERTISEMENT: Any writing, printing, picture, display, emblem, drawing, sign or similar device which is posted or displayed outdoors on common or private property and is intended to invite or to draw the public to any goods, merchandise, real or personal property, business service, entertainment or amusement, or for any political purpose.

ASSOCIATION: Brentleigh Community Association.

ASSOCIATION ROADWAYS: All roadways that are under the authority of the Board of Directors and within the corporate limits of the Association.

Association Roadways

Brentleigh Court

AUTHORIZED GUESTS: Those persons visiting a Brentleigh Community Association resident.

BICYCLE: A device propelled solely by human power, having pedals, two or more wheels and a seat height of more than 25 inches from the ground when adjusted to its maximum height.

BOARD: Board of Directors of the Brentleigh Community Association.

BOOT: A device to immobilize or prevent a vehicle from being moved by preventing a wheel from turning.

CITATION: Any summons, ticket or any other official document issued by a code enforcement officer for a traffic or parking violation.

COMMERCIAL VEHICLE: Any vehicle displaying racks, roof warning light and/or storage compartments that extend past the outside body of the vehicle, or which weighs in excess of 3 tons G.V.W. (This does not include Government vehicles.)

COMMON (GROUND) AREAS: All real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members and residents of the Association.

COMPLIANCE: The requirement that an individual receiving a notice or citation must either correct the violation, appear for a hearing or pay the fee in question.

COVERED VEHICLES: Any vehicle which is stored with a protective cloth and/or cover over it.

CROSSWALK: Any part of the roadway that is distinctly marked to indicate a pedestrian crossing by lines, markings and signs.

HHA: Brentleigh Community Association.

DOMICILE: The true, fixed and permanent home of an individual. Domicile does not include a temporary dwelling within the Association unless the person's name appears as a resident on the lease.

DRIVE: To operate, move or be in actual physical control of a vehicle. This includes the exercise of control over the steering of the vehicle.

DRIVER: The person actually in control or steering the motor vehicle.

DRIVER'S LICENSE: Any license or permit to drive a motor vehicle that is issued by a State or Country.

DWELLING: Any building or portion of a building situated upon a Lot and designed and intended for use and occupancy as a residence.

FOREIGN VEHICLE: A non-resident's vehicle.

GOOD STANDING: Refers to a resident who is current with assessment payments, with no outstanding fees, violations or obligations.

GOVERNING DOCUMENTS: The Articles of Incorporation Declaration of Covenants, Conditions and Restrictions, the By-Laws of the Association, the Book of Resolutions, The Rules and Regulations as promulgated by the Association and may be amended from time to time.

GROSS VEHICLE WEIGHT (gvw): The weight of a vehicle and its load.

INTERSECTION: The area which encompasses where different roadways come together at any angle and where vehicles may come in conflict.

JURISDICTION: The authority of the Brentleigh Community Association, through the Board, to set rules and regulations for enforcement of traffic and parking laws as authorized by the governing documents.

LOT: Any plot of land shown upon any recorded subdivision plat of the Association, but with the exception of the Common Areas.

MEMBER: Every person or entity that holds membership in the Brentleigh Community Association.

MOPED: A bicycle that is designed to be operated by human power with the assistance of a motor.

MOTORCYCLE/SCOOTER: A motor vehicle which has two or three wheels or any other motor vehicle that has a seat that is straddled by the driver.

MOTORHOME: A vehicle that is designed, constructed and equipped as a permanent or temporary living or sleeping place and for use as a conveyance on roadways and is propelled by a motor.

NAME: True or legal name.

NONCONFORMING SIGN: A sign unlawfully erected on Association property and which does not comply with the rules and regulations adopted by the Association.

NONRESIDENT: Persons who are not domiciled within the Association.

NONRESIDENT PRIVILEGE: The privilege granted to a nonresident by the rules and regulations of the Association to use the facilities, drive a motor vehicle on Association roadways or to use the parking areas within the Association.

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 by ordinary mail, 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.

OWNER: A person whose name appears on the title or registration of a vehicle.

OWNER'S EXPENSE: Expense borne by the homeowners to be applied to their assessment account.

PARKED: A motor vehicle is parked when it is stopped, for any period of time, and no licensed person is in the vehicle to move it when directed.

POST: To display, print, paint, burn, nail, paste or otherwise attach.

RECOVERY OF LEGAL COSTS: In the event that legal action is undertaken by the Board of Directors to enforce the terms of the Governing Documents, the homeowner and/or Member may be required to reimburse the Association if legal costs and attorney's fees are associated with such action.

REGISTERED NOTICE: Any notice which has been signed for by a recipient or has been certified by the U.S. Postal Service or other entity as having been delivered to the address of the intended recipient. Failure by refusal of an intend recipient to acknowledge such notice shall nevertheless constitute receipt.

RESERVED PARKING SPACES: Those parking spaces, assigned to Residences as authorized by the Board of Directors.

RESIDENT: Any person who is domiciled within the boundaries of the HHA.

REVOKE: To permanently take away the privilege to park or drive a vehicle on Association property as directed by the Board.

RIGHT OF WAY: The right of one vehicle or pedestrian to proceed in a lawful manner on a roadway in preference to another vehicle or pedestrian.

ROADWAY: The entire width between the boundary lines of any way or thoroughfare on which any part is used by the public for vehicular travel.

ROLLER SKATES/BLADES: Device placed on the feet for motion.

SEVERABILITY: Invalidation of any one of these rules and regulations or restrictions by judgement, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

SHOULDER: That part of the roadway between the portion regularly traveled by vehicular traffic and the lateral curb line or ditch.

SIDEWALK: The Association-owned paved area between the lateral curb line and the adjacent lot line defined as a pedestrian right-of-way.

SKATEBOARD: Human powered board on wheels.

SPECIAL ASSESSMENT: A separate charge levied against a homeowner for a specific purpose.

SPEED: Unless there is a special danger that requires a lower speed the limit specified or otherwise established under this subtitle is 15 miles per hour. A person may not drive a vehicle on Association's' Roadways at a speed that exceeds this limit.

STANDING: A motor vehicle is standing when the vehicle is stopped, and the engine is running or is turned off, and a licensed person with the key is in the vehicle and is capable of moving the vehicle when directed.

STOP: As applied to traffic control devices, the complete cessation from movement of a vehicle.

STOPPED: A motor vehicle is stopped when it is not moving, the engine is still running and a driver is behind the wheel.

STREET: As formerly defined, "roadway" and "street" are synonymous and, therefore, interchangeable terms.

SUSPEND: To withdraw temporarily an individuals right of use the facilities, to drive or park a motor vehicle on Association property.

TRAFFIC: All pedestrians, vehicles and other conveyances while using any roadway or sidewalk for travel.

TRAFFIC CONTROL DEVICE: Any sign, signal, marking or other device that is consistent with the Association rules and regulations and is placed by the authority of the Board to regulate, control, warn or guide traffic.

TRAFFIC, SAFETY, OR STREET SIGNS: Signs installed by the Virginia Department of Transportation or the County of Fairfax.

TRUCK: A motor vehicle, except a multi-purpose passenger vehicle, that is designed, used or maintained primarily to carry property.

VEHICLE: A conveyance by which an individual is transported by any means except self propelled.

VISIBLE: Capable of being seen with or without visual aid by a person if normal visual acuity.

WALKWAY: The concrete path on a private lot from the public sidewalk to a landing or steps.

WARNING NOTICE - THEN TOWED: Only one warning notice issued; future and non concurrent offenses cause towing without notice.