

**AMENDED AND CONSOLIDATED COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT AND CONSOLIDATION made and entered into this 23rd day of February, 1972, by A & B CONSTRUCTION CORP., a Virginia corporation, and MEHDI F. TABRIZI and JOYCE L. TABRIZI, RODERICK I SWEET and JOAN T. SWEET, THOMAS A. HERBERT and VILMA HERBERT, JAWAHAR KALSI and FLORENCE ANN KALSI, C. DOYLE BRIGHT and ANITA L. BRIGHT, JAMES F. COLEMAN and ELIZABETH J. COLEMAN, RAYMOND C. BRISACH and CHARLOTTE R. BRISACH, ROBERT BARRIE and CAROLYN L. BARIUF, HUGH R. STALLARD and ALICE C. STALLARD, CARMEN A. PENTA and PHYLLIS K. PENTA, MORAN V. CHITTAL and NALENI M. CHITTAL, CHARLES A. BRIGGS and GERALDINE M. BRIGGS, JOSEPH L. BROWN and MARGARET BROWN, RICHARD C. HUNTER and MARY MARGARET HUNTER, ANNE RUST PATTESON, FRED J. McKAY and EVA A. McKAY, ROBERT A. WALLACE, JR. and MARGARET M. WALLACE, F. RICHARD SCHOLLHAMMER and ELLAMAY N. SCHOLLHAMMER, EDWARD E. BOWLING and MYRA M. BOWLING, MARVIN L. ROSENBLUTH and JANET R. ROSENBLUTH, OSCAR L. MORGENSTERN and ANN H. MORGENSTERN, GEORGE F. BRITT and MARGUERITE BRITT, CARROLL H. WORKMAN and GENEVA J. WORKMAN, DOUGLAS H. STRAIT and SHELVA J. STRAIT, DAVID G. WADDELL and DOROTHY A. WADDELL, WILLIAM GALE ADAMS and ALAYNE G. ADAMS, HERVEY J. FOREST and CLAIRE MARCELLE FOREST, HARRY BROWN, EDWIN E. WHITE and ANNA A. WHITE, DONALD E. WAGNER and BEVERLY J. WAGNER, FERDINAND V. MARSIK and HELEN B. MARSIK FRANCIS W. SHANNON and MARY G. SHANNON, ALBERT M. SALVI and CATHERINE C. SALVI, ROBERT G. BEVINGTON and JOAN F. BEVINGTON, JAMES J. CONROY and MAUREEN E. CONROY, HARRY V. MADSEN and JOAN B. MADSEN, JOHN A. HOLLANSWORTH and ELLA JANE HOLLANSWORTH, RICHARD J. DUNN and F. JUNE DUNN, ALBERT L. DAWSON and MARLENE D. DAWSON, JAMIES J. McTERNAN, JR. and MARJORIE K. McTERNAN, DONALD E. MILLER, BOYD E. OLSON and E. CATHERINE OLSON, CLYDE LEON MONSTER and HARRIET COBB MONSTER., RONALD N. COBERT and VIVIAN L. COBERT, EDWARD CHIULIS and ETHEL J. CHIULIS, ELMER WISER, MERVIN L. NORTON and MARTHA A. NORTON, MICHAEL J. MORAN, JR. and S. BERNICE MORAN, ADOLPH J. BARSANTI and GLORIA P. BARSANTI, and THOMAS C. MARATTO and CAROLE A. MARATTO, parties of the first part; and GLENCANNON COMMUNITY ASSOCIATION, a Virginia non-stock corporation, party of the second part.

WHEREAS, the parties hereto are the owners of at least ninety percent (90%) of the lots of Glencannon subdivision, located in Centreville District, County of Fairfax, Virginia, as the same is duly dedicated, platted and recorded in Deed Book 3 114 at Page 739 among the land records of Fairfax County, Virginia, and as resubdivided in Deed Book 3147 at Page 490, Deed Book 3152 at Page 222, Deed Book 3229 at Page 519, and Deed Book 3229 at Page 523 of said land records; and

WHEREAS, by the Deed of Dedication of Glencannon recorded in Deed Book 3114 at Page 739 as aforesaid, certain Restrictive (Covenants were imposed upon Glencannon subdivision, and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 3139 at Page 358 of the said land records certain other restrictive covenants were imposed on the Glencannon subdivision by all of the owners and parties of interest at that time; and

WHEREAS, the Covenants recorded in Deed Book 3114 at Page 739 as aforesaid provided for amendment of the covenants by a majority of the lot owners of the subdivision; and

WHEREAS, the covenants recorded in Deed Book 3 139 at Page 358 as aforesaid provided for amendment of the covenants by at least ninety (90) percent of the land owners; and

WHEREAS, the parties hereto constitute at least ninety (90) percent of said lot owners, constituting therefore a sufficient amount to change and amend said covenants; and

WH7EREAS, the parties hereto desire to amend said covenants as follows herein and to consolidate the Restrictive Covenants recorded in Deed Book 3114 at Page 739 and the Declaration of Covenants, Conditions, and Restrictions recorded in Deed Book 3139 at Page 358 into one instrument herein; and

WIIIEREAS, the parties of the first part hereto all join in this amending and consolidating of the covenants aforesaid as is evidenced by their joining in the execution of this instrument; and

WIWREAS, the Glencannon Community Association joins in this Amendment and Consolidation for the purpose of accepting the responsibilities and duties imposed upon it by these covenants and restrictions;

NOW, THEREFORE, WITNESSETH: The parties hereto hereby amend and consolidate the Restrictive Covenants and Covenant Conditions and Restrictions recorded in Deed Book 3114 at Page 739 and in Deed Book 3139 at Page 358 of the Fairfax County land records as follows and hereby declare that all of the property in Glencannon subdivision shall be held sold and conveyed subject to the following easements, restrictions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof, Glencannon Community Association hereby accepts the responsibilities and duties with respect to said land which are imposed hereby and as set out herein,

ARTICLE I

DEFINITIONS

Section 1, "Association" shall mean and refer to Glencannon Community Association, (a non-stock, non-profit Virginia corporation), its successors and assigns,

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

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

Section 4, "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area,

Section 5, "Member" shall mean and refer to every person or entity who holds membership in the Association,

Section 6, "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, with the exclusion of those having such interest merely as security for the performance of an obligation,

ARTICLE II ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the Association's membership in person or through proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 day" nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two thirds (2/3) of the membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat

ARTICLE III MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject, by covenants of record, to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership per lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV VOTING RIGHTS

Members as defined in Article III shall be entitled to 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. When any Lot is owned of record by more than one person or in Joint tenancy, tenancy-in-common, tenancy by entirety or in any other manner of joint or common ownership, such owners shall collectively be entitled to only that number of votes to which one person would be entitled were he/she the sole owner of said lot. Their vote for such Lot shall be in proportion to their ownership interest in said lot, but in no event totaling more than one vote.

**ARTICLE V
PROPERTY RIGHTS**

Section 1. Rights. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his/her lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his/her right of enjoyment to the Common Area and facilities to the members of his(her) family, his/her tenants, or contract purchasers who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee.

**ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. It is hereby covenanted that, for each Lot owned within the Properties, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with much interest thereon and costs of collection thereof; as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his/her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3 Basis and Maximum of Annual Assessments. The maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

The maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding three (3) years and at the end of each such period of three (3) years, for each succeeding period of three (3) years, provided that any such change shall have the assent of two thirds (2/3) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and bases of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis.

Section 6 Quorum for Any Action Authorized Under Section 3 and Section 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty-six and two thirds of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to Lots on the first day of the month following the conveyance of a lot to a member. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject

thereto. The due dates shall be established by the Board of Directors, The Association shall, upon demand by any member at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid, A reasonable charge may be made by the Board for the issuance of these certificates, Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent, If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common Area or abandonment of his/her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first mortgages. Sale or transfer of any Lot shall not affect the assessment lien, However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof; shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to these Covenants 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 a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At such time as houses have been constructed on all lots in this subdivision, the Architectural Control Committee shall appoint as their successors members of the Association.

All fences or enclosures shall be of wood or brick construction, or other special materials, the material and design of which must be approved by the Architectural Control Committee, said fences and enclosures may be constructed only in side or rear yards and shall not extend into the area between the street and the front building restriction line. This restriction is not intended to apply to retaining walls, or to walls and fences erected in front yards as part of the original community construction. This restriction shall not be construed to preclude the growth of an ornamental hedge fence which shall be kept neatly trimmed to a height of not more than three feet around the front yard of any of said lots. Any fence built on any of the above described lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No structure shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines required by the zoning ordinances of County, Virginia. For the purpose of this covenant, eaves, steps and open porches and uncovered porches shall not be considered as a part of a building or main structure; provided, however, that this shall not be construed to permit any portion of a lot to encroach upon another lot. The right to waive violation of a building restriction line or building set back lines shall be exclusively retained by the Architectural Control Committee and duly recorded. The Committee may approve the location of said building which may be in violation of said building restriction line and/or building set back lines; provided, of course, that the violation has been reviewed and waived by the appropriate County zoning authorities.

ARTICLE VIII USE CONTROL

All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed two and one half stories in height, and a private garage or carport for not more than three cars. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All lots and yards in the above described subdivision shall be maintained in a neat and attractive manner so as not to detract from the appearance of the above described development. No livestock, including horses, cattle, and hogs, nor fowl such as chickens and pigeons shall be kept on the property. The breeding of animals for commercial use is prohibited, but nothing contained herein shall be construed to prohibit the keeping of the usual domestic pets No more than two domestic pets shall be kept at any one time. Pets shall be restrained and controlled as required by ordinances now or hereafter promulgated by Fairfax County. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence either temporarily or permanently. No boats, trailers, tents, or any structure of a temporary character, or portable vehicle other than automobiles shall stay parked forward of any dwelling for a period exceeding 7 calendar days. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. No lot shall be used or maintained as a dumping ground for rubbish Trash, garbage or other waste shall not be kept, except in a sanitary container.

**ARTICLE IX
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenantor restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter

Section 2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. These covenants and restrictions 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 them, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this instrument is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. These covenants and restrictions may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Notwithstanding any other provision of this document, none of these covenants and restrictions will apply to any portion of the land which may in the future be designated for recreational or general use.

IN WITNESS WHEREOF, the undersigned, being the Owners of at least ninety percent (90%) of the Lots of Glencannon subdivision and parties herein, have hereunder set their hands and seals this 23rd day of February, 1972,

The above document was signed by more than 90% of the Glencannon homeowners, duly notarized and filled with the County of Fairfax in Book 3609, page 299.