This extract of the FWCA covenants omits sections [o] that apply to the developer and are no longer relevant. The complete covenants document is available from the Board of Trustees (BOT).

**Fairview Woods**

**Declaration of Covenants, Conditions and Restrictions**

This Fairview Woods Declaration of Covenants, Conditions and Restrictions (“Declaration”) is made this 21st day of June, 1989, by HALMAR, INC., a Maryland corporation (Developer), successor in interest to Fairfax Station Associates, a Virginia general partnership, [o].

WITNESSETH:

Whereas, Developer is the owner of the real property located in Fairfax County, Virginia, [o] being a portion of the property acquired by Developer in Deed Book 7368, at page 201, in the land records of Fairfax County, Virginia, [o] and

Whereas, in order to provide for the preservation and enhancement of the property values, amenities, and opportunities in said community contributing to the personal and general health, safety, and welfare of residents and for the maintenance of the land and improvements thereon and to this end, Developer desires to subject the real property [o] to the covenants, restrictions, easements, conditions, charges and liens hereafter set forth, all of which are for the benefit of said property and each owner thereof; said covenants, restrictions, easements, conditions, charges and liens running with said real property and binding all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and inuring to the benefit of each owner thereof; and

Whereas, to provide a means for meeting the purposes and intents herein set forth and the intents and requirements of the County of Fairfax, Fairview Woods Community Association, Inc. (FWCA) has been incorporated under the laws of the Commonwealth of Virginia;

[o]

[o]

AND FURTHER, the Developer hereby delegates and assigns to FWCA the powers of owning, maintaining, and administering the Common Area, administering and enforcing the covenants and restriction, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents.

**ARTICLE I**

**DEFINITIONS**

Section 1. “Approval” shall mean and refer to the issuance of any public agency of written approval, or any written waiver of approval rights, or a formal letter stating “no objection.”

Section 2. [o]

Section 3. “Book of Regulations” shall mean and refer to the document containing the rules and regulation and policies of FWCA as they from time to time may be amended.

Section 4. [o]

Section 5. “Common Area” shall mean and refer to all real property and improvements thereon owned and leased by FWCA for the use and enjoyment of the members.

Section 6. “Declaration” shall mean and refer to these covenants, conditions, and restrictions and all other provisions herein set for in this entire document, as same may from time to time be amended.

Section 7. [o]

Section 8. [o]

Section 9. [o]

Section 10. “Federal Mortgage Agencies” shall mean and refer to those Federal Agencies who have an interest in the properties, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Section 11. “First Mortgagee” shall mean and refer to an institutional lender who holds the first deed of trust on a lot and who has notified FWCA of his holdings.

Section 12. “Founding Documents” shall mean and refer to the Articles of Incorporation of FWCA, this Declaration, any Deeds of Dedication, Subdivision and easement, and the FWCA Bylaws, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be duly amended from time to time.

Section 13. “Governing Documents” shall mean and refer collective and severally to the founding documents and the Book of Regulations, as such may be amended from time to time.

Section 14. [o]

Section 15. “Living Unit” shall mean and refer to any portion of a structure situated upon the properties designed and intended for use and occupancy as a resident by a single family.

Section 16. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties, with the exception of common area (section 5).

Section 17. “Members” shall mean and refer to members of FWCA which shall consist of all owners [o]

Section 18. “Notice” shall mean and refer to (1) written notice delivered personally or mailed to a member’s lot or the last known address of the intended recipient, or (2) notice published a least once a week for two consecutive weeks in a newspaper having general circulation in Fairfax County, or (3) the FWCA newsletter delivered personally or mailed to each member at such member’s lot or last known address.  
 Section 19. “Occupant” shall mean and refer to an occupant of a living unit who is the owner or contract purchase or lessee of sub-lessee who holds a written lease having an initial term of at least twelve months.

Section 20. “Owner” shall mean and refer to the record holder of the fee simple title to any lot, whether one or more persons or entities, including contract sellers; the term shall exclude those having such interest merely as security for the performance of an obligation.

Section 21. “Properties” shall mean an refer to all real property which is hereby subjected to this Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II.

Section 22. “Quorum” shall mean and refer to the representation by the presence, in person or by proxy, of members who hold ten percent of the outstanding votes.

Section 23. “Registered Notice” shall mean refer to any notice which has been singed 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. Refusal of an intended recipient to acknowledge such notice shall in no way affect the validity of any registered notice.

Section 24. “Single Family” shall mean and refer to a single housekeeping unit which includes not more than four adults who are legally unrelated.

Section 25. “Subdivision Plan” shall mean the general plan of the community and development limits land as approved and amended from time to time by the government agencies of Fairfax County, Virginia.

**ARTICLE II**

**PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO**

Section 1. The Properties. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration [o].

Section 2. (a) [o]

(b) Other Additions to the Properties. Additional land may be annexed to the properties upon approval of two-thirds of the votes of members and the approvals required in Article XI. The additions authorized under this subsection shall be made by complying with the requirements of all applicable zoning ordinances, by filing of record one or more Deeds of Subdivision with respect to the additional property and by filing with FWCA the preliminary plat for such additions.

Section 3. [o]

**ARTICLE III**

**FAIRVIEW WOODS COMMUNITY ASSOCIATION, INC. (FWCA)**

Section 1. Organization.

1. FWCA. FWCA is a nonprofit nonstock corporation organized and existing under the laws of Virginia charged with the duties and vested with the powers prescribed by law and set forth in the governing documents, and may be amended from time to time, provided no governing documents other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.
2. Subsidiary Corporations. FWCA shall have the right to form one or more subsidiary corporations for any purpose or purposes deemed appropriate by a majority vote of the Board of Trustees. Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for the operation and maintenance of any specific area or to perform any function within the Properties; however, such subsidiary corporation shall be subject to this Declaration and may not take any action to lessen or abate the rights of the members.
3. Mergers. The property, rights, and obligations of FWCA may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes or, alternatively, the property, rights, and obligations of an association similar in corporate nature and purposes may by operation of law be added to the property, rights and obligations of FWCA as a surviving operation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidations, however, shall effect any revocation, change or addition to the covenants established by this Declarations within the properties except as hereinafter provided. Such merger or consolidation shall have the assent of two-thirds of the votes of the members and approvals required in Article XI.

Section 2. Membership.

1. Basis. Membership shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except as provided in the governing documents.
2. Member’s Rights and Duties. Each member shall have the rights, duties and obligations set forth in the governing documents.
3. Voting Rights. [o] Members shall be all owners. [o] [o]
4. Exercise of Vote. If the right to exercise an owner’s vote is held by more than one person, then that owner’s right to vote may be exercised by any one of the persons who may exercise that owner’s vote, unless one or more persons who also have the right to exercise such owner’s vote object in writing prior to the consideration by the owners of an action on which such owner may vote. If a written protest or objection is made, the vote shall not be counted.

Section 3. Board of Trustees.

1. [o]
2. Extent of Power.
3. The Board of Trustees shall have all powers for the conduct of the affairs of FWCA which are enabled by law or the founding documents and which are specifically reserved to members or the developer by the founding documents.
4. The Board of Trustees shall exercise its powers in accordance with the governing documents.
5. Powers and Duties. Without limiting the generality thereof, the Board shall have the power and obligation to perform the following duties:
6. Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer or dedicate real or personal property for the benefit of the members in connection the affairs of FWCA, except the acquisition, mortgaging or disposal of common area and/or improvements shall be subject to the provisions Article II, Article IV and Article XI respectively.
7. Rule Making. To establish rules and regulations for the use of property as provided in Articles IV and VI and to review, modify and approve architectural standards adopted by the Architectural Review Board; and
8. Assessments. To fix, levy and collect assessments as provided in Article V; and
9. Easements. To grant and convey easements to the Common Area as may become necessary.
10. Employment of Agents. To employ, enter into contracts with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of FWCA; and
11. Mergers/Consolidations. To participate in mergers and consolidations with other corporations as provided in Article III; and
12. Enforcement of Governing Documents. To perform acts, as may be reasonable necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the governing documents’ provisions, subject to any appeal which may be filed and is pending. In connection with, and in addition to (and not in lieu of) any other remedies provided to the Board hereunder, the Board shall have the power to enact rules and regulations assessing charges against an owner for the violation of the governing documents. Before any charges are assessed, the owner must be given an opportunity to be heard and to be represented by counsel before the board. The owner shall be provided with registered notice of such hearing at least fourteen days prior to the date of the hearing. The amount of any charges so assessed shall not exceed fifty dollars for a single offense plus reasonable attorneys’ fees and costs of collection or ten dollars per diem for any offense of a continuing nature plus reasonable attorneys’ fees and costs of collection. Any charges shall be treated as any assessment against the lot owned by such owner pursuant to Article V Section 1.

Section 4. The Architectural Review Board (ARB).

1. Composition. [o]. The ARB shall consist of three or more persons who are appointed by the Board of Trustees as provided in the bylaws.
2. Powers and Duties. The ARB shall regulate the external design, appearance and location of the properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof the ARB shall
3. Review and approve, modify, or disapprove written applications of owners and of the association, for improvements or additions to lots, living units, or common areas. Notice of any modifications or disapprovals of applications shall be by registered notice. [o]
4. In accordance with the bylaws and Book of Regulations, monitor lots for compliance with architectural standards and approved plans for alterations; and
5. Adopt architectural standards subject to the confirmation of the Board of Trustees; and
6. Adopt procedures for the exercise of its duties and enter them in the Book of Regulations.
7. Maintain complete and accurate records of all actions taken.
8. Failure to Act. In the event the ARB fails to approve, modify or disapprove in writing a correctly filed application within forty-five days, approval will be deemed granted. Total or partial disapproval will include the reasons for disapproval.
9. Appeal. An applicant may appeal an adverse ARB decision to the Board of Trustees, which may sustain, reverse or modify such decision.

**ARTICLE IV**

**COMMON AREA**

Section 1. Obligations of FWCA. The FWCA, subject to the rights of the members set forth in this Declaration, shall be responsible for the management and control for the benefit of the members of the common area conveyed to it and all improvements thereon (including furnishings and equipment related thereto) and shall maintain the same in a manner which protects the health, welfare and safety of the members. Should any portion of the common area or any facility thereon be damaged, FWCA shall repair the damage unless otherwise determined by the owners and first mortgagees pursuant to Article XI.

Section 2. Easement of Enjoyment. Subject to the provisions herein, every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, and every member shall have a right of enjoyment to the common area.

Section 3. Extent of Members’ Easement. The members’ easement of enjoyment shall be subject to the following:

1. The right of FWCA to mortgage any or all of the common area with (i) the assent of two thirds of the votes of the members and (ii) the approvals required in Article XI. In the event of a default upon any mortgage, the lender’s rights hereunder shall be limited to a right, after taking possession of such properties, to charge reasonable admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession such properties shall be returned to FWCA and all rights of the members shall be fully restored;
2. The right of FWCA to convey or transfer all or any part of the common area (with the exception of conveyance in accordance with (e) below), subject to (i) the assent of two-thirds of the votes of members and (ii) the approvals required in Article XI;
3. The right of FWCA to license portions of the common area to members on a uniform, non-preferential basis.
4. The right of FWCA to regulate the use of the common area for the benefit of members.
5. [o]

Section 4. Delegation of Use. Any member may delegate his right of enjoyment to the common area and facilities to the members of his family and to his guests subject to such general regulation as may be established from time to time by FWCA and included within the Book of Regulations.

Section 5. [o]

**ARTICLE V**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. [o] Each owner of any lot by acceptance of a deed, whether or not it is so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to FWCA annual special assessments as are established herein. The annual and special assessments, together with market rate interest and costs of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorney’s fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due and shall not pass to his successors unless expressly assumed by them. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner’s lot.

Section 2. Subordination of the Lien to Mortgages. The lien of the assessments provide 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 of any first trust or mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments which thereafter become due from the lien thereof.

Section 3. Purpose of Assessments. The assessments levied by FWCA against each lot and collected and disbursed by FWCA shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of those persons residing on the properties and in particular for the payment of taxes and improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the common area.

Section 4. Basis and Maximum of Annual Assessments. Until January of the year immediately following the conveyance of the first lot to an owner other than the developer, the maximum annual assessment shall be five hundred and no/100 dollars per lot.

1. From and after January 1 of the year immediately following the conveyance of the first lot, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if, any of the Consumer Price Index (All Items Index) for the Washington D. C. standard metropolitan area (published by the Department of Labor, Washington D.C.) for the year ending the preceding July 1, or five percent whichever is greater.
2. From and after January 1 of the year immediately following the conveyance of the first lot, the maximum annual assessment may be increased above that established by subparagraph (a) annually provided that any such change shall have the assent by a vote of more than two-thirds of the members.
3. After consideration of current maintenance costs and further needs of FWCA, the Board of Trustees may fix the annual assessment at any amount not in excess of the maximum.

Section 5. Special Assessments.

1. [o]
2. In addition to the annual assessments authorized above, FWCA may levy in any assessment year a special assessment applicable to that year only and payable over not more than three succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the common area, including the fixtures and personal property related thereto, or other specified purpose, provided that any such assessment shall have the assent of more than two thirds of the members.
3. FWCA may levy a restoration assessment upon any lot whose owner fails to maintain such lot, as provided in Article VI, Section 2, or who fails to provide such maintenance funds as may be required under the terms of this declaration. Restoration assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection thereof.

Section 6. Rate of Assessment. Both annual and special assessments shall be fixed at uniform rate for all lots. [o].

Section 7. Date of Commence of Annual Assessments. [o] The Board of Trustees shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner. The due dates will be established by the Board of Trustees. FWCA must, upon demand at any time or otherwise required by the founding documents, furnish a certificate in writing signed by an officer of the FWCA stating whether the assessments on a specified lot have been paid. A reasonable charge may be made for the issuance of the certificate. The certificate shall be conclusive evidence of payment of any assessment stated to have been paid.

Section. 8. Effect of Nonpayment of Assessments: Remedies of FWCA. Any annual assessment installment or special assessment not paid with fifteen days after the due date shall be delinquent. The due date shall be the first day of each month, unless otherwise determined by the Board of Trustees. Upon delinquency, FWCA must provide notice of the delinquency and may (a) declare the entire balance of such assessment due and payable in full; (b) charge a late fee of five dollars per month or other fee as established by the Board of Trustees from time to time; (c) give registered notice to the owner that in the event payment together with late fees is not paid within sixty days from the date of such notice, then, the express contractual lien provided for herein may be foreclosed and/or an action at law may be brought against the owner personally; (d) upon registered notice to the owner, suspend the right of the owner to vote or use the common areas until the assessment and late fees are paid in full. FWCA reserves the right to bring an action at law against an owner personally obligated to pay an assessment and to collect from the owner any attorneys’ fees incurred in any proceeding to collect delinquent assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of a lot.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; (2) all common areas; and (3) all properties exempt from taxation by the state or county government upon the terms and to the extent of the legal exemption, provided that no properties utilized for residential purposes shall be exempt.

**ARTICLE VI**

**USE OF PROPERTY**

Section 1. Protective Covenants.

1. Nuisances. No noxious or offensive activity shall be carried on or permitted to exist or operate upon any portion of the properties so as to jeopardize property values or be detrimental the well-being of members.
2. Restriction on Further Subdivision. No lot upon which a living unit has been constructed shall be further sub-divided or separated into small lots by any owner, and no portion less than all of any such lot, not any easement or other interest herein, shall be conveyed or transferred by an owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments.
3. 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 or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this declaration shall be made or done without the prior approval of the ARB. No building, residence, or other structure, fence, wall or landscaping shall be commenced, erected, maintained, improved, altered, made, or done on such property without the prior written approval of the ARB.
4. Completion of Structures. The exterior of any new structure and the grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the ARB within eighteen months after construction of the same shall have commenced, except that the ARB may grant extensions where such completion is impossible or is the result of matters beyond the control of the owner or builder, such as strikes, casualty losses, national emergencies, or acts of God.
5. Residential Use. All lots and living units designed for residential used shall be used, improved and devoted exclusively to residential use, except such home occupations permitted by Fairfax County, subject to reasonable rules to prevent unreasonable adverse impact on adjacent lots and living units. Nothing herein shall be deemed to prevent an owner from leasing a living unit to a single family, provided such lease shall be in writing and subject to all of the provisions of the governing documents with any failure by a lessee to comply with the terms of the governing documents constituting a default under the lease.
6. Vehicles. No portion of the property shall be used for the repair of motor vehicles. Use and storage of any vehicles and recreational equipment upon the common area and lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein. All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or common areas, except any vehicles as are authorized by FWCA as needed to maintain, repair, or improve the common area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on common area. Parking of all commercial and recreational vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the ARB or in areas approved by FWCA for such parking. No such area for approved parking is currently contemplated by FWCA.
7. Pets. Subject to limitations as may from time to time be set by FWCA, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a lot or in a living unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the lot and must not become a nuisance to other residents.
8. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any lot, unless approved in writing by the ARB. It is initially contemplated that no exterior clothes lines or other exterior cloths drying apparatus will be permitted.
9. Antennae. This item has been cancelled by Virginia state law.
10. Trash Receptacles. Storage, collection and disposal of trash shall be in compliance with rules set by the ARB.
11. Trash Burning. Trash, leaves and other similar material shall not be burned in violation of Fairfax County law.
12. Signs. No signs of any type shall be displayed to public view on any lot or the common area without the prior written approval of the ARB, except customary name and address signs meeting established ARB standards.
13. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of FWCA shall be permitted.
14. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences or enclosures must be approved by the ARB as to location, material and design. Any fence or wall built on any lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.
15. Lighting. No exterior lighting shall be directed outside the boundaries of a lot.
16. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, or trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked “no cut” areas on Fairfax County approved site plans may be cut without prior approval the ARB. FWCA shall set rules for cutting of trees to allow for selective clearing or cutting.
17. Rules. From time to time the Board of Trustees shall adopt general rules, including, but not limited to, rules to regulate potential problems relating to the use of property and the well-being of members, such as keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, signs, trash and trash containers, maintenance and removal of vegetation on the properties, and the type and manner of application of fertilizers or other chemical treatments to the properties in accord with non-point source pollution control standards. All such general rules and any subsequent amendments thereto shall be placed in the Book of Regulations and shall be binding on all members except where expressly provided otherwise in such rule.
18. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this section 1, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. [o]

Section 2. Maintenance of Property.

1. Owner Obligation. Each owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management.
2. Failure to Maintain. In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon as provided herein, FWCA after notice to the owner and approval by two-thirds vote of the Board of Trustees, shall have the right to enter upon said the lot to correct drainage and to repair, maintain and restore the lot and the exterior of the buildings and other improvements erected thereon. All costs related to such correction, repair or restoration shall become a restoration assessment upon the lot (pursuant to Article V, Section 5) and as such shall be regarded as any other assessment with respect to lien right of FWCA and remedies provided for herein for non-payment.

Section 3. Resale of Lots.

1. Reference to Declaration. The deed or instrument transferring title to any lot shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration as well as any applicable supplementary declaration.
2. Notification. The contract seller of a lot must notify the Board of Trustees of the contract purchaser and the scheduled date and place conveyance will be accomplished.
3. Estoppel Certificate. The Board of Trustees shall, upon demand, and upon payment of a ten dollar fee, or such other amount as may be established by the Board from time to time, furnish a contract seller of a lot with an estoppel certificate which shall set forth any assessments and charges then due upon such lot. Such certificate shall be issued within ten days of receipt of a written demand and payment of the fee. A properly executed certificate of the FWCA as to the status of assessments and charges on a lot is binding upon FWCA as of the date of its issuance.

**ARTICLE VII**

**EASEMENTS**

Section 1. Utility Easements. There is hereby created an easement upon, across, over, through and under the properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewer, gas, telephone, electricity, television cables or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the properties, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of living units provided such company restores disturbed areas to the condition in which they were found.

Section 2. [o]

Section 3. [o]

Section 4. Easement to Inspect. There is hereby created an easement in favor of FWCA for ingress and egress on any lot (a) to inspect such property for alleged violations of the governing documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements, and (b) performing such maintenance as is required by this declaration on such lots, provided the owner of the lot is given written notice of the purpose and time of inspection at least three days in advance and the inspection is performed during reasonable hours.

Section 5. Easement for Governmental Personnel. A right of entry on any lot or common area is hereby granted to law enforcement officers, and fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access.

**ARTICLE VIII**

**COMMON DRIVEWAYS**

Section 1. Definitions.

1. “Common Driveways” shall be the areas within the ingress and egress easements as shown on the plats of subdivision for lots on the properties.
2. “Affected Lots” shall be lots encumbered by and/or served by a common driveway.

Section 2. Restrictions.

1. Common driveways shall be used exclusively for the purpose of ingress and egress to the affected lots served by the individual ingress and egress easements.
2. No act shall be performed by any member, their tenants, guests or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other authorized member in and to the common driveway of an affected lot.
3. There shall be no parking with common driveways at any time except for delivery and/or emergency vehicles, unless the Board of Trustees, by resolution, determines otherwise upon petition of an owner of an affected lot.

Section 3. Damage or Destruction. In the event that any common driveway is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

1. Through the act of member or any of his agents, or guests or family members, (whether or not such act is negligent or otherwise culpable), it shall be the obligation of the member to rebuild and repair the common driveway without cost to the other owners of affected lots for that driveway.
2. Other than by the act of member, his agents, guests or family, it shall be the obligation of all owners of affected lots for that common driveway to rebuild and repair the common driveway at their joint and equal expense.

Section 4. Maintenance Escrow.

1. For the purpose of meeting the cost of rebuilding and repairing a common driveway, each affected lot served by a common driveway shall be subject to an annual charge as determined by the Board of Trustees and divided by the total number of affected lots served by the common driveway.
2. The failure of any owner to pay the annual charge within thirty days from the start of each fiscal year shall result in a restoration assessment being levied against the lot.
3. FWCA shall hold the annual charge in escrow and shall maintain a separate accounting for the escrowed funds for each common driveway.
4. The escrowed funds will be disbursed at the request of a majority of the owners of the affectd lots served by a common driveway. If escrowed funds are not adequate to pay all costs of rebuilding and repair, all affected owners shall equally pay the excess costs.
5. If the owners of affected lots do not perform all necessary rebuilding and repairs to any common driveway, FWCA may do so as their agent, using the funds escrowed for that common driveway and such restoration assessments against the affected lots as may be needed to cover the cost of the work.

**ARTICLE IX**

**INSURANCE AND CASUALTY LOSSES**

Section 1**.** Insurance. The Board of Trustees, or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the common areas. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and shall be in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase “all-risk” coverage in like amounts. The Board shall obtain a public liability policy applicable to the common property cover FWCA and members for all damage or injury caused by the negligence of FWCA or any of its members or agents arising from the operation, maintenance or use of the common areas. If reasonably available, the Board shall obtain directors’ and officers’ liability insurance. The public liability policy shall have a combined single limit of at least one million dollars. Premiums for all insurance shall be operating expenses of FWCA. All such insurance coverage obtained by the Board shall be written in the name of FWCA, as trustee, for the lot owners and first mortgagees. The insurance shall be governed by the following provisions:

1. Exclusive authority to adjust losses under policies obtained by FWCA shall be vested in the Board of Trustees; provided, however, no first mortgagee having an interest in such losses may be prohibited from participating the settlement negotiations, if any, related thereto.
2. In no event shall the insurance coverage obtained and maintained by the Board of Trustees hereunder be brought into contribution with insurance purchased by individual owners. Occupants, or their mortgagees, and the insurance carried by FWCA shall be primary.
3. All casualty insurance policies hall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available.
4. The Board of Trustees shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
5. a waiver of subrogation by the insurer as to any claims against the board of Trustees, the owners, and their respective tenants, employees, agents, and guests;
6. a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
7. that no policy may be cancelled, invalidated or suspended on account of the actions of any one or more individual owners;
8. that no policy maybe cancelled, invalidated or suspended on account of any defect or the conduct of an Trustee, officer, or employee of FWCA or its duly authorized management agent without prior demand in writing delivered to the board to cure the defect or to cease the conduct, and the allowance of a reasonable time thereafter within which a cure may be effected by the Board, its management agent, any owner or mortgagee; and
9. that no policy may be cancelled or substantially modified without at least ten days’ prior written notice to the Board.
10. In addition to the other insurance required by this section, the Board shall obtain a fidelity bond or bonds on Trustees, officers, employees and other persons handling or responsible for FWCA’s fund naming FWCA as the oblige. The premium(s) for any fidelity bond(s) obtained by FWCA shall be paid from the general assessment. The amount of fidelity coverage shall be in an amount equal to the maximum funds that will be in the custody of FWCA at any time, but not less than an amount equal to the sum of twenty-five percent of the annual general assessment and the FWCA’s reserve funds unless the Board determines in the exercise of its business judgment that such amount is unwarranted and determines that a lower amount is appropriate. The fidelity bonds shall obtain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten days’ prior written notice to FWCA. To the extent necessary to satisfy the requirements of the federal mortgage agencies, the Board of Trustees shall also obtain construction code endorsements, steam boiler coverage, and flood insurance.

Section 2. Property Insured by Association: Damage and Destruction.

1. In General. Immediately after the damage or construction by fire or other casualty of all or any portion of any improvements covered by insurance written in the name of FWCA, the Board of Trustees or its duly authorized agent shall proceed with the filing and adjust of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section 2, means repairing or restoring the properties to substantially the same condition an location that existed prior to the fire or other casualty.
2. Repair and Reconstruction. [o]

**ARTICLE X**

**CONDEMNATION**

Whenever all or any part of the common area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board of Trustees, acting on its behalf or on the written direction of all owners subject to the taking, if any) by any authority having the power of condemnation or eminent domain, FWCA shall represent the owners. The award for taking shall be payable to FWCA as trustee for all owners. The provisions of Article IX, Section 2, applicable to the damage or destruction of improvements to common areas, shall govern replacement or restoration, and the actions to be taken in the event that the improvements are not restored or replaced.

**ARTICLE XI**

**RIGHTS OF FIRST MORTGAGEE/MANAGEMENT STANDARDS**

Section l. Notice. A first mortgagee, an insurer or a guarantor of any first deed of trust on any lot, upon written request, will be given written notification from FWCA of the following:

1. Any proposed action that would require the consent of a specified percentage of first mortgagees;
2. Any default in the performance of any obligation under the governing documents by the owner of a lot that is the security for the indebtedness due the first mortgagee, which is not cured within sixty days.
3. Any casualty loss that affects a material portion of the lot that is the security for the indebtedness due the first mortgagee;
4. Any condemnation or eminent domain proceeding or proposed acquisition by a condemning authority that affects any portion of the common area or any lot or any portion thereof, which is related to the indebtedness due the first mortgagee;
5. All meetings of FWCA; and
6. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by FWCA.

Section 2. Liability. Any first mortgagee who obtains title to a lot pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, will not be liable for such lot’s unpaid dues or charges which accrue prior to the acquisition of title to the lot by the first mortgagee.

Section 3. Books and Records. A first mortgagee shall have the right to examine the books and records of FWCA during normal business hours and upon reasonable notice to FWCA.

Section 4. Additional Rights. A first mortgagee shall be further entitled to the following rights:

1. Unless fifty-one percent of the first mortgagees and the owners, as required by the founding documents have given their prior written approval, FWCA shall not:
2. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common area or other property owned by FWCA. The granting of easements for public utilities or other public purposes consistent with the intended use of the common area by FWCA and the transfer of common area pursuant to Article IV, Section 3(e) of this declaration shall not be deemed a transfer with the meaning of this clause;
3. Fail to maintain fire and extended coverage on insurable parts of the common area or other FWCA property on a current replacement-cost basis in an amount not less than one hundred percent of the insurable value based on current replacement costs, not including land value.
4. Use hazard insurance proceeds for losses to the common area or other FWCA property for other than the repair, replacement or reconstruction of such property; or
5. Add or amend any material provisions the founding documents concerning the following:

(1) voting,

(2) assessments, assessment liens, or subordination of such liens,

(3) reserves for maintenance, repair and replacement of those parts of the common area that may be replaced or require maintenance on a periodic basis,

(4) insurance or fidelity bonds,

(5) responsibility for maintenance and repair of the properties,

(6) architectural controls,

(7) annexation or withdrawal of property to or from Fairview Woods [o],

[8] leasing of the properties,

(9) imposition of any right of first refusal or similar restriction on the right of a lot owner to sell, transfer or otherwise convey his property,

(10) a decision by FWCA to establish self management when professional management had been required previously by a first mortgagee,

(11) restoration or repair of the properties after a hazard damage or partial condemnation,

(12) termination of the legal status the Fairview Woods subdivision after substantial destruction or condemnation occurs, and

(13) any provisions that are for the express benefit first mortgagees.

An addition or amendment to this declaration or any founding document shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. A first mortgagee who receives a written request to approve additions or amendments by United States certified mail, return receipt requested, and who does deliver or post to the requesting party a negative response within thirty days shall be deemed to have approved such request.

1. A first mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the common area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such common area. The first mortgagee or first mortgagee making such payments shall be owed immediate reimbursemented from FWCA;
2. The assessments imposed by FWCA shall include and adequate reserve fund for maintenance, repairs and replacements for parts of the common area which may be replaced or require maintenance on a periodic basis. Such reserves shall be payable in regular installments rather than by special assessments;

Section 5. Dissolution/Termination. FWCA shall not be dissolved or terminated for reasons other than substantial destruction or condemnation of the properties without the approval of at least sixty-seven percent of the first mortgagees.

Section 6. Annual Report. Upon written request, the Treasurer of FWCA shall submit to any first mortgagee, an annual report of FWCA within ninety days following the end of its fiscal year.

Section 7. [o]

Section 8. Fairfax County Approval. FWCA shall not be dissolved or the declaration terminated without the approval of Fairfax County, Virginia. In addition, FWCA shall not convey the common area (the granting of easements for public utilities or other public purposes consistent with the intended use of the common area and the transfer of the common area [o] without the approval of Fairfax County.

Section 9. Management Contracts. FWCA shall have the right to enter into professional management contracts for the management of the properties; provided, however [o] FWCA shall have the right to terminate such contracts, with or without cause, upon thirty days written notice given to the other party, and there shall be no termination penalty chargeable to FWCA in connection with the termination.

**ARTICLE XII**

**GENERAL PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Declaration shall run and bind the land for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instruction signed by owners of not less that ninety percent of the lots and the approvals required under Article XI. A termination also must be recorded among the land records of Fairfax County, Virginia, in order to become effective.

Section 2. Amendment. [o] Any amendment shall be accompanied by a document signed by members entitled to cast at least sixty-seven percent of the total number of votes in FWCA and evidence or the approvals required by Article XI. Any amendment must be recorded among the land records of Fairfax County, Virginia in order to become effective.

Section 3. Enforcement. FWCA, any member or first mortgage, as their interests may appear 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 to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. [o]

Section 5. [o] Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Conflict. In the event of conflict among the governing documents, this Declaration shall control, then the association articles of incorporation, then the bylaws, then the Book of Regulations; except that in all cases where the governing documents may found to be conflict with statute, the statute shall control. [o]