

THIS DEED OF DEDICATION, SUBDIVISION, AND VACATION AND DEED OF EASEMENT is made this 30th day of November, 1982, by and between BELLEAU WOOD, INC., a Delaware corporation, party of the first part; THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, party of the second part; THE FAIRFAX COUNTY WATER AUTHORITY, a body corporate and politic, party of the third part; HAYFIELD VIEW HOMEOWNERS ASSOCIATION, INC., a Virginia corporation, party of the fourth part; and JOHN HAMILTON AYLOR, SOLE ACTING TRUSTEE, party of the fifth part.

WITNESSETH:

WHEREAS, the party of the first part is the sole owner and proprietor of the hereinafter described property containing 14.12083 acres, situate in Fairfax County, Virginia, which is a portion of the property acquired by Deed recorded in Deed Book 5482 at page 64, among the land records of Fairfax County, Virginia; and

WHEREAS, the hereinafter described property is subject to the lien of a certain Deed of Trust dated October 1, 1980, and recorded in Deed Book 5482 at page 68, of the aforesaid land records wherein a tract of land more particularly described therein of which the hereinafter described 12.22598 acres are a part was conveyed unto Robert J. Moye and John Hamilton Aylor, Trustees, either one of whom may act, in trust, to secure a certain indebtedness as more specifically set forth therein; and

WHEREAS, by that certain Deed of Dedication recorded in Deed Book 5554 at page 1416, aforesaid records, easements were granted to the party of the second part for the purpose of storm drainage and sanitary sewers, as more particularly shown on the plat attached thereto at page 1434; and

WHEREAS, it is the desire and intent of the party of the first part to subdivide the hereinafter described property into lots and parcels; and to dedicate, grant and convey for public use 0.81757 acres as more particularly shown on the plat attached hereto and made a part hereof, for the widening of Hayfield Road (Rt. 635) and Telegraph Road (Rt. 635), 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 to grant and convey unto the Board of Supervisors of Fairfax County, Virginia, party of the second part and unto The Fairfax County Water Authority, party of the third part, the utility 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 parties of the first and second part to vacate portions of the two easements as shown on the plat attached to the Deed of Dedication recorded in Deed Book 5554 at page 1416, aforesaid records, as shown as "hatched areas" on the plat attached hereto and made a part hereof; and

WHEREAS, it is the desire and intent of the party of the first part to grant and convey unto Hayfield View Homeowners Association, Inc., party of the fourth part hereto, with General Warranty of Title, that parcel of land shown on the plat attached hereto and incorporated herein by reference, as Parcel A, Section Three, HAYFIELD VIEW; and

Ret to H. M. A + L.

RECEIVED
 11 22 5 22
 RP
 11 22 5 22

5000
 STATE TAX 15
 COUNTY TAX 03
 TRANSFER FEE _____
 CLERK'S FEE 5000
 GRANTOR TAX _____
 CONS. _____

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 does hereby subdivide all of that certain tract or parcel of land in Fairfax County, Virginia, containing 14.12083 acres, and as more particularly described by metes and bounds on Schedule "A" attached hereto and incorporated herein by reference, to be known as Lots 32 through 101, both inclusive, and Parcel A containing 10.24972 acres, Section Three, HAYFIELD VIEW, in accordance with the attached plat prepared by Cook & Miller, Ltd., which is attached hereto and made a part of this Deed of Dedication and Subdivision and Vacation; and

FURTHER, the party of the first part does hereby dedicate to public use the area containing 0.81757 acres, for the widening of Old Telegraph Road (Route 634) and the area for the widening of Hayfield Road (Route 635), as shown on said plat in accordance with the statutes made and provided therefor; and further the party of the first part does hereby vacate that portion of said storm drainage easement and sanitary sewer easement as shown on plat attached to Deed of Dedication recorded in Deed Book 5554 at page 1416, aforesaid records, shown as "hatched areas" on the plat attached hereto and made a part hereof, for the purpose of relocating said easements, and creates those easements which are shown on said plat.

THIS DEED FURTHER WITNESSETH that 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 does hereby grant and convey unto Hayfield View Homeowners Association, Inc., with General Warranty of Title that parcel of land shown on the plat attached hereto and incorporated herein by reference, as Parcel A, Section Three, HAYFIELD VIEW, subject to conditions, restrictive covenants, agreements, rights of way and easements contained in the Deeds forming the chain of title to this property; to the easements shown on the attached plat; and is subject to the requirements and conditions set forth on the plat attached hereto and made a part hereof.

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

THIS DEED FURTHER WITNESSETH that 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 fifth part is authorized to act without the joinder of the noteholders, does hereby release and discharge from the lien of the Deed of Trust recorded as aforesaid in Deed Book 5482 at page 68, that portion of the herein described property containing 0.81757 acres dedicated for public use, the easements (not the underlying fee) as shown on the plat attached hereto and incorporated herein by reference, and Parcel A, containing 10.24972 acres, Section Three, HAYFIELD VIEW.

TO HAVE AND TO HOLD said property unto the party of the first part, its successors and assigns, fully released and discharged from the lien and operation of the aforesaid Deed of Trust, it being understood and agreed further that the lien of the said deed of trust remains in full force and effect as to the remainder of the property therein mentioned and conveyed and not herein released.

THIS DEED FURTHER WITNESSETH that 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 does hereby grant and convey unto The Board of Supervisors of Fairfax County, Virginia, party of the second part, ("County") easements as hereinafter set forth in the respective locations shown on the plat attached hereto and incorporated herein by reference as follows:

Easements labeled on said plat as storm drainage easements and rights of way for the purpose of constructing, operating, maintaining, adding to or altering present or future storm drainage lines or other drainage structures, plus necessary inlet structures, manholes and appurtenances for the collection of storm waters 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; easements and rights of way labeled on said plat as sanitary sewer easements for the purpose of constructing, operating, maintaining, adding to or altering present or future sanitary sewer lines, including house connection lines, plus necessary inlet structures, manholes and appurtenances for the collection of sanitary sewage and its transmission through and across the said property of the party of the first part, said easements being more particularly bounded and described on the plat attached hereto; subject to the foregoing conditions:

1. All sewers, 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 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 including the right of access to and from the right of way and right to 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 then only to the minimum extent necessary for such construction and 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 or 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 easements; provided, however, that the County at its own expense, shall restore, as nearly as pos-

sible, the premises to their original condition. Such restoration, shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees or other facilities located within the easements.

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

THIS DEED FURTHER WITNESSETH that 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 does hereby grant and convey unto the Fairfax County Water Authority, party of the third part ("Authority"), its successors and assigns, easements and rights of way labeled on said plat as F.C.W.A. Easements for the purpose of constructing, operating, maintaining, adding to or altering present or future water mains, including fire hydrants, valves, meters, building service connections, and other appurtenant facilities for the transmission and distribution of water through, upon and across the property of the party of the first part, as shown on the plat attached hereto; subject to the following conditions:

1. All Water mains and appurtenant facilities which are installed in the easements and rights of way shall be and remain the property of the Authority, its successors and assigns.

2. The Authority and its agents shall have full and free use of 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 rights of way and the right to 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 then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such adjoining land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or 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 water mains and appurtenant facilities; provided, however, that the Authority at its own expense, shall restore, as nearly as possible, to their original condition, all land or premises included within or adjoining said easements which are disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding

or resodding of lawns or pasture areas, and the replacement of structures and other facilities located without the easements, but shall not include the replacement of structures, trees or other facilities located within the easements.

4. The parties of the first part reserve 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 the easements by the Authority for the purpose named; provided, however, that the party of the first part shall not erect any building or other structures, except a fence, on the easements without obtaining the prior written approval of the Authority.

5. At such time as any portion of the land within the above-described easements are accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by the Authority by this instrument in such portion of land shall cease and determine, provided that the Commonwealth of Virginia or an appropriate agency thereof concurrently grants to the Authority all necessary permits for the continued operation, maintenance, inspection, repair and replacement of its water mains and appurtenant facilities in said location.

The said party of the first part does hereby declare that the said Dedication is made in accordance with the statutes of the State of Virginia and in such cases made and provided governing the subdivision and platting of land. The platting or dedication of the property more particularly described on Schedule "A" attached hereto is with the free consent and in accordance with the desire of the undersigned owner. The said subdivision plat has been duly approved by the necessary officials of Fairfax County, Virginia.

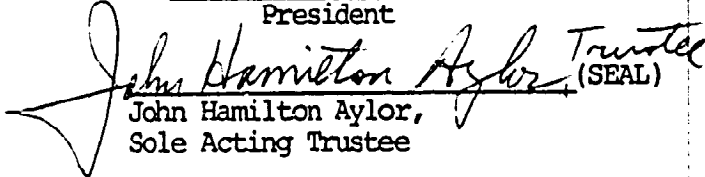
IN WITNESS WHEREOF, the said Belleau Wood, Inc. has caused this writing to be executed by its _____ President on this 30th day of November, 1982.

WITNESS the following signatures and seals:

BELLEAU WOOD, INC.

BY: 

President

 (SEAL)
John Hamilton Aylor,
Sole Acting Trustee

STATE OF VIRGINIA AT LARGE, to-wit:

The foregoing instrument was acknowledged before me this 30th
 day of November, 1982, by A. G. Van Metre,
 as President of BELLEAU WOOD, INC.
 My Commission expires on the 1st day of March, 1984.

Charlotte G. Marschal
 Notary Public

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 23rd day
 of March, 1983 by JOHN HAMILTON AYLOR, SOLE ACTING TRUSTEE.
 My Commission expires on the 3rd day of January, 1986.

Der Ann R. Schmidt
 Notary Public

BK5765 : 1540



COOK and MILLER, LTD.

401 SOUTH GLEBE ROAD, ARLINGTON, VIRGINIA 22204

892-4710



LAND SURVEYING

— ENGINEERING —

LAND PLANNING

GEORGE F. COOK, JR., C.L.S.
CURTIS D. MILLER, P.E., C.L.S.
WALTER C. SAMPSELL, JR., C.L.S.
EDWARD E. MANIGOLD, C.L.S.

December 8, 1981

Boundary Description

Section Three

HAYFIELD VIEW

Lee District

Fairfax County, Virginia

Beginning at a point in the southerly right of way line of Helmsdale Lane, said point being a corner to Section One, Hayfield View, thence departing from said line of Helmsdale Lane and running with the line of Section One, Hayfield View on the following courses and distances: S. 39° 36'10" W. 120.85 feet to a point; thence running S. 50°23'50" E. 10.00 feet to a point; thence running S. 39°36'10" W. 88.00 feet to a point; thence running N. 50°23'50" W. 20.00 feet to a point; thence running S. 39°36'10" W. 56.33 feet to a point; thence running S. 50°12'35" W. 197.64 feet to a point marking a corner to the property of Belleau Wood Inc; thence departing from the line of said Section One, Hayfield View and running through the property of Belleau Wood, Inc. on the following courses and distances: S. 75°59'31" W. 438.25 feet to a point; thence running 285.00 feet along the arc of a curve to the right which has a radius of 580.00 and a chord which bears S. 25°40'33" W. 282.14 feet to a point; thence running S. 39°45'10" W. 50.00 feet to a point in the northeasterly right of way line of Hayfield Road, Route #635; thence running with the said line of Hayfield Road on the following courses and distances: N. 50°14'50" W. 356.50 feet to a point; thence running N. 39°45'03" W. 386.18 feet to a point in the southeasterly right of way line of Old Telegraph Road, Route #634; thence running with the said line of Old Telegraph Road on the following courses and distances: N. 26°43'06" E. 200.76 feet to a point; thence running N. 32°32'42" E. 191.13 feet to a point; thence running N. 48°02'52" E. 130.26 feet to a point; thence running S. 68°45'56" W. 36.76 feet to a point; thence running N. 56°30'47" E. 189.90 feet to a point; thence running 39.27 feet along the arc of a curve to the right which has a radius of 25.00 feet and a chord which bears S. 78°29'12" E. 35.36 feet to a point in the aforementioned line of Helmsdale Lane; thence running with the said line of Helmsdale Lane on the following courses and distances: S. 33°29'13" E. 293.33 feet to a point; thence running 711.39 feet along the arc of a curve to the left which has a radius of 450.00 and a chord which bears S. 78°46'32" E. 639.59 feet to the PRC of a curve to the right; thence running 135.28 feet along the arc of said curve which has a radius

SCHEDULE "A"

p.2
Deocr.
Hayfield 3
12/8/81

BK5765:1541

of 400.00 feet and a chord which bears N. 65°37'28" E. 134.63 feet to the point of beginning. Containing 14.12083 acres of land.

RECORDED W/CERTIFICATE ANNEXED

1983 MAY -5 PM 1: 18

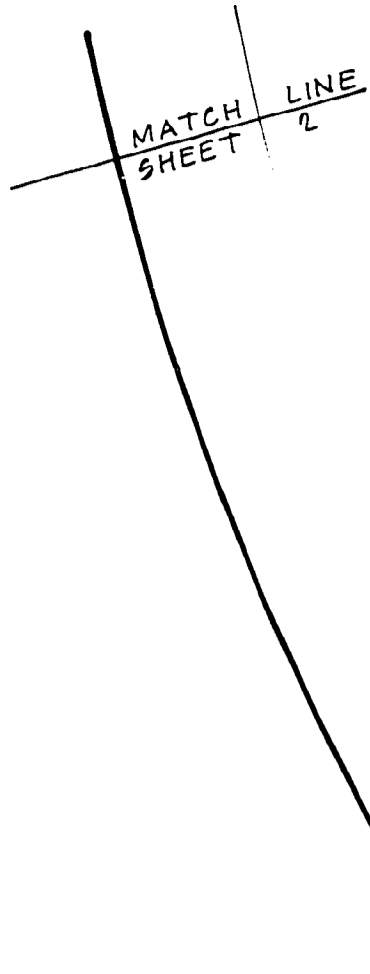
FAIRFAX COUNTY, VA.

TESTE: *Lama P. Hoffmeyer*
CLERK

with plat attached

CURVE DATA

N ^o .	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	25.00	90°00'00"	39.27	25.00	35.36	S 78°29'12" E
2	555.00	29°47'41"	288.61	147.65	285.37	N 41°36'57" E
3	600.00	29°47'41"	312.01	159.62	308.51	N 41°36'57" E
4	25.00	65°10'44"	28.99	15.98	26.93	N 05°52'16" W
5	940.00	12°12'00"	200.15	100.46	199.78	N 44°33'38" W
6	985.00	12°12'00"	209.74	105.27	209.34	N 44°33'38" W
7	580.00	28°09'14"	285.00	145.44	282.14	S 25°40'33" W
8	400.00	19°22'36"	135.28	68.29	139.63	N 65°37'28" E
9	425.00	19°22'36"	143.73	72.56	143.05	S 65°37'28" W
10	450.00	90°34'37"	711.39	454.55	639.59	S 78°46'32" E
11	425.00	90°34'37"	671.87	429.30	604.06	N 78°46'32" W

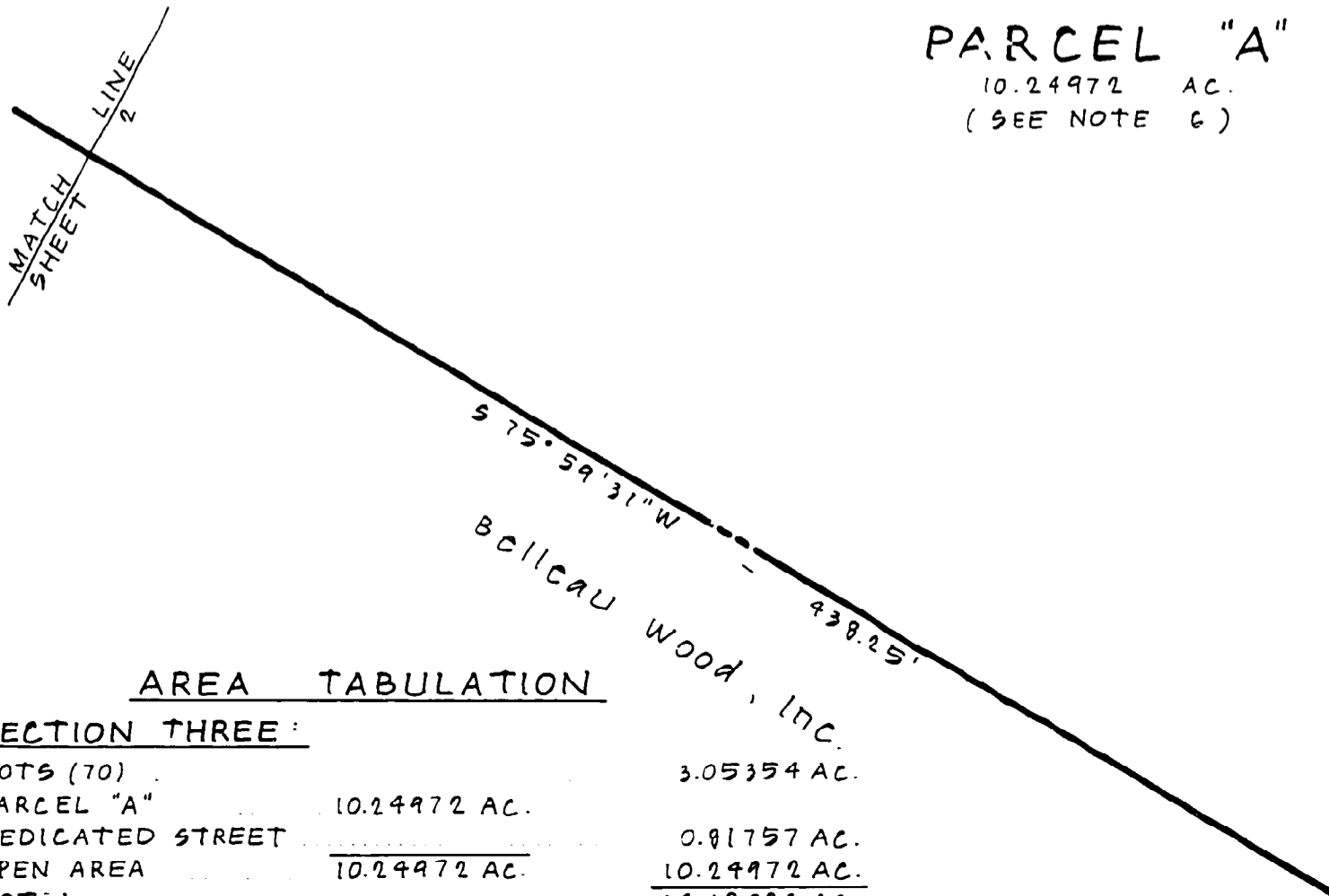


NOTES

1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP 91-4(1) PARCEL 31A AND IS ZONED R-5.
2. THIS SUBDIVISION HAS BEEN APPROVED FOR ALTERNATE DENSITY DEVELOPMENT.
3. (7502) DENOTES HOUSE NUMBERS.
4. PRIVATE STREET - PRIVATELY OWNED AND PRIVATELY MAINTAINED.
5. EASEMENT IS HEREBY GRANTED FOR INGRESS - EGRESS, CONSTRUCTION AND MAINTENANCE OF UTILITIES AND COUNTY AND OTHER EMERGENCY VEHICLES OVER ALL PRIVATE STREETS AND COMMON DRIVEWAYS.
6. PARCEL "A" HEREBY CONVEYED TO THE HOMEOWNERS ASSOCIATION.
7. "Engineering geology and/or soil reports have been reviewed and approved by the Director of Environmental Management for the property described herein and are available for review in the Department of Environmental Management. Site conditions are of such a nature that land slippage or foundation problem possibilities required the submittal of soil reports. A copy of said soil report is available in the Department of Environmental Management."

PARCEL "A"

10.24972 AC.
(SEE NOTE 6)



AREA TABULATION

SECTION THREE:

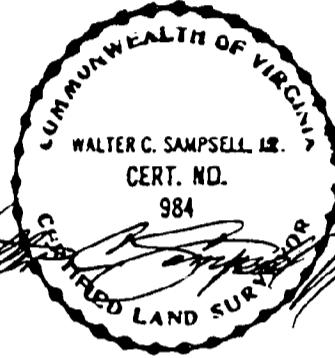
LOTS (70)		3.05354 AC.
PARCEL "A"	10.24972 AC.	
DEDICATED STREET		0.81757 AC.
OPEN AREA	10.24972 AC.	10.24972 AC.
TOTAL		14.12083 AC.

SURVEYORS CERTIFICATE

I, WALTER C. SAMPSELL, JR., A DULY AUTHORIZED LAND SURVEYOR IN THE STATE OF VIRGINIA, DO HEREBY CERTIFY THAT THE LAND EMBRACED IN THIS SUBDIVISION OF 'SECTION THREE, HAYFIELD VIEW' IS NOW IN THE NAME OF BELLEAU WOOD, INC. AND IS A PART OF THE PROPERTY THAT WAS ACQUIRED BY THEM FROM WILLS & VANMETRE, INC., BY DEED DATED OCTOBER 7, 1980 AND RECORDED IN DEED BOOK 5482 PAGE 62 OF THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

I FURTHER CERTIFY THAT THE SUBDIVISION IS WHOLLY WITHIN THE BOUNDS OF THE ORIGINAL TRACT AND THAT THE BEARINGS ARE CALCULATED FROM TRUE MERIDIAN AND THAT IRON PIPE WILL BE SET AT ALL POINTS MARKED THUS: \odot AND ALSO AT ALL LOT CORNERS, IN ACCORDANCE WITH THE FAIRFAX COUNTY SUBDIVISION ORDINANCE.

GIVEN UNDER MY HAND THIS 22ND DAY OF FEBRUARY 1983



H LINE
T 2

25.00'

HELMSDALE

SECT. TWO

HAYFIELD VIEW

\odot

R = 450.00'

R = 425.00'

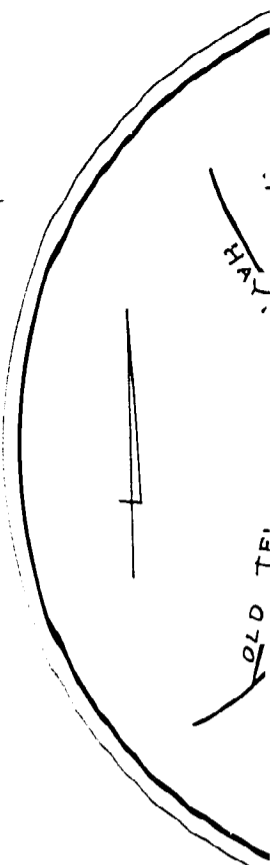
A = 671.87'

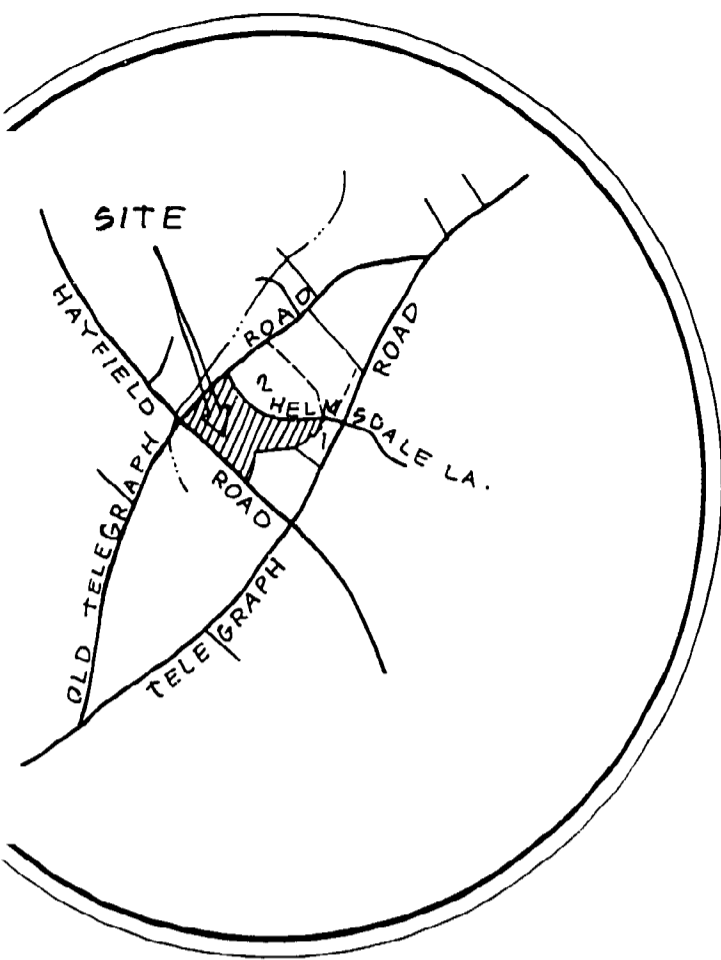
LANE

A = 711.39'

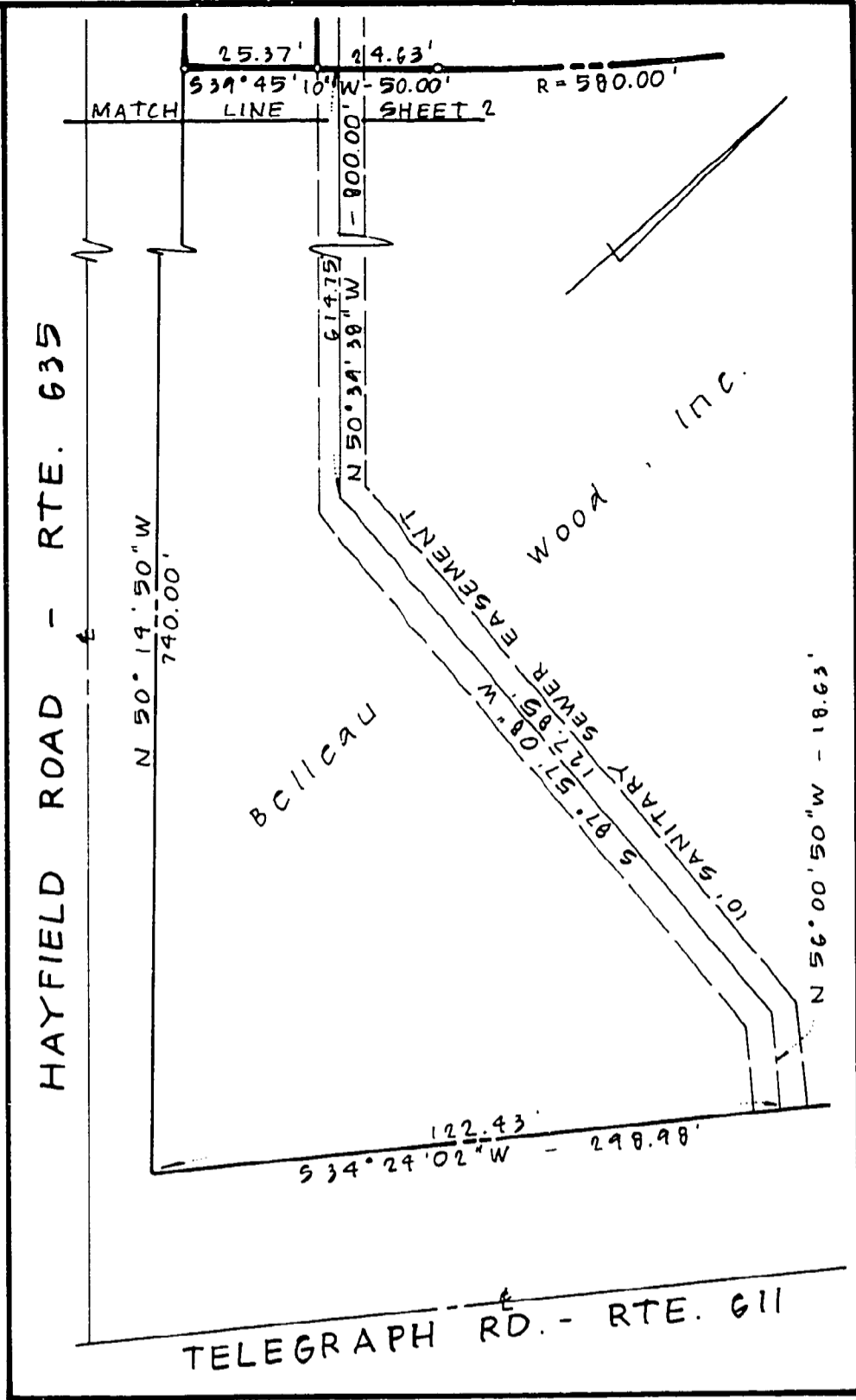
S 89° 35' 25" W
83.37'

A = 97.72'

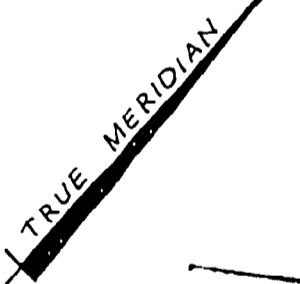




VICINITY MAP
SCALE: 1" = 2,000'



INSERT
SCALE: 1" = 30'



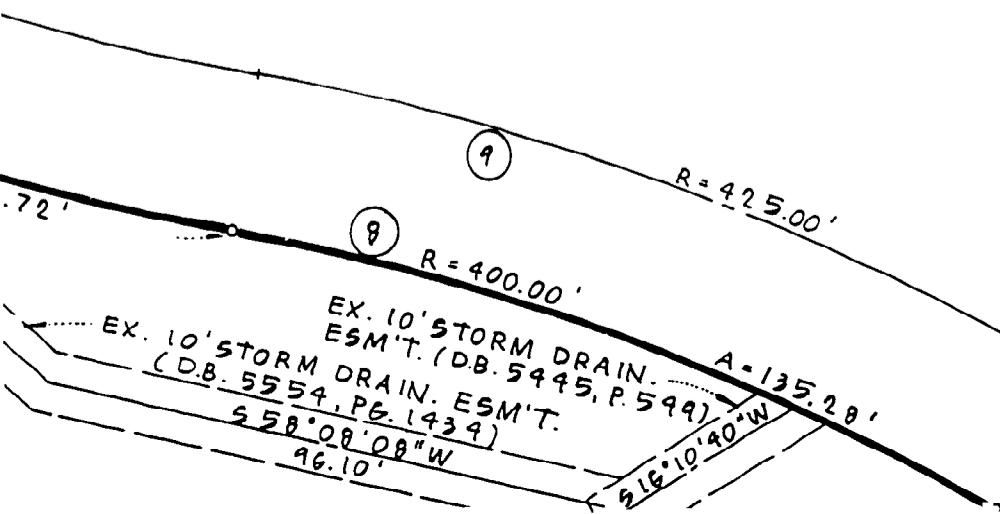
THIS APPROVAL IS NOT A
CERTIFICATION OR GUARANTEE
PUBLIC SANITARY SEWER.

APPROVAL

5-4-83

[Signature]

Shales *CS Corp*
acting



COOK & MILLER, LTD.
SURVEYING - ENGINEERING
ARLINGTON, VIRGINIA

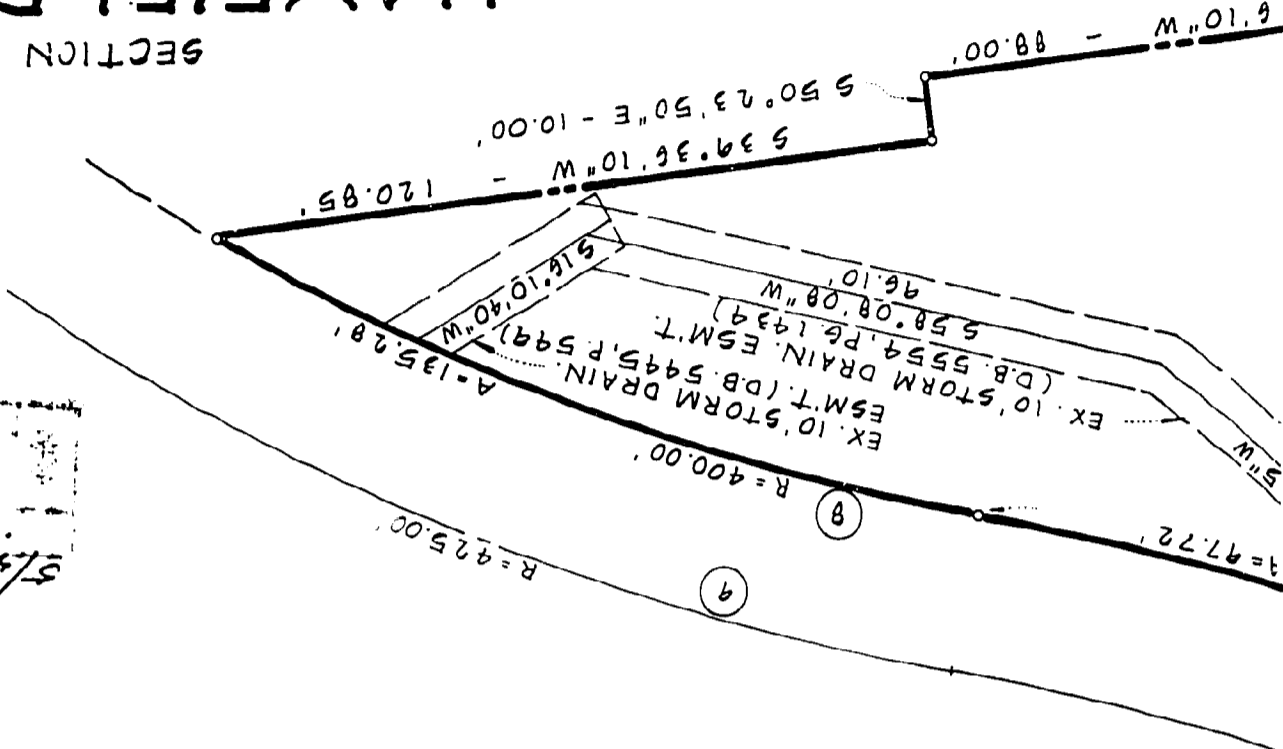
FAIRFAX COUNTY, VIRGINIA
LEE DISTRICT
SCALE: 1" = 30'
FEBRUARY 22, 1983

APPROVED
CONTR. FAIRFAX
DIVISION REVIEW
SANITARY SECTION
By: [Signature]
Date: 3-4-83

HAYFIELD VIEW

SECTION THREE

DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
Division of Design Review
Fairfax, Virginia
All street locations and/or easements
shown to the requirements of the
office and the necessary agreements
or deeds have been recorded.

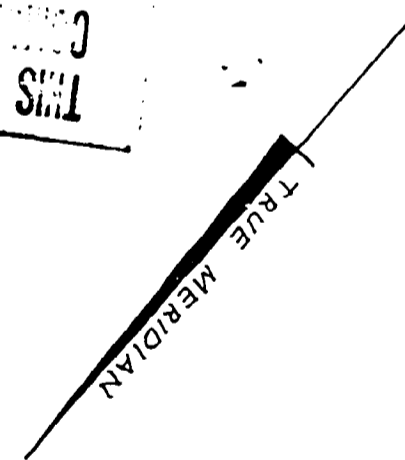


CS Cook
5/1/83

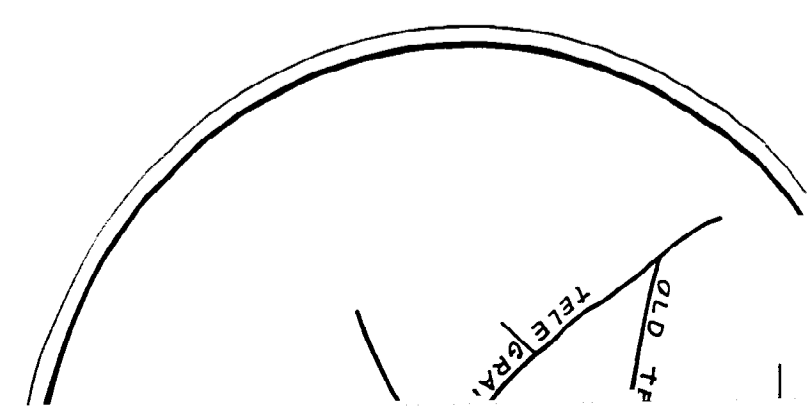
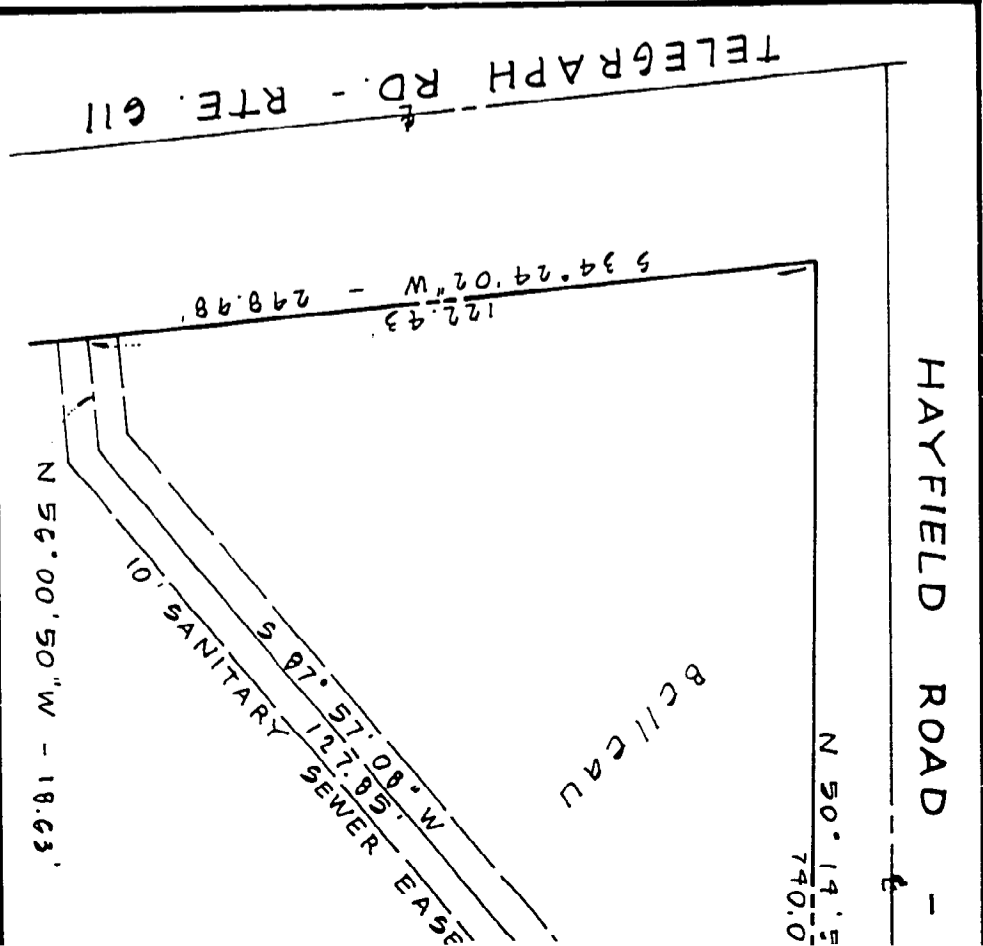
5-4-83
[Signature]
APPROVAL

THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SERVICE.

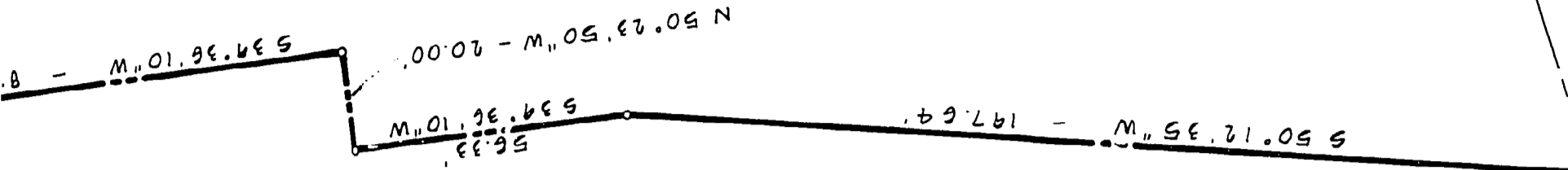
INSERT
SCALE: 1" = 30'



VICINITY MAP
SCALE: 1" = 2,000'



sect. one
Hayfield view

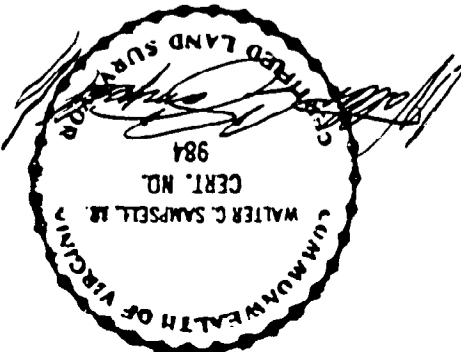


HELMSDALE LANE
Hayfield view

R = 450.00' A = 71.39'
R = 425.00' A = 621.87'

sect. two

25.00'



VICIN

OLD TE
TEL

SECT. ONE, TWO & THREE:

LOTS (155)	21.93797 AC.
PARCELS	21.93797 AC.
DED. STREET (SEC. 1)	0.99596 AC.
DED. STREET (SEC. 2 & 3)	22.38393 AC.
OPEN AREA	22.38393 AC.
TOTAL	47.6
LOTS PER ACRE	69%

SECTION THREE:

LOTS (70)	10.24972 AC.
PARCEL "A"	10.24972 AC.
DEDICATED STREET	10.24972 AC.
OPEN AREA	10.24972 AC.
TOTAL	4.96
LOTS PER ACRE	73%

AREA TABULATION

6.99743 AC.
3.19299 AC.
22.38393 AC.
32.57435 AC.

3.05354 AC.
0.81757 AC.
10.24972 AC.
14.12083 AC.

575.59' 31" W
 438.25'
 BELICANU WOOD, INC.

MATCH SHEET
 LINE 2

PARCEL "A"
 10.24972 AC.
 (SEE NOTE 6)

1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP 41-4 (1) PARCEL 31A AND IS ZONED R-5.
2. THIS SUBDIVISION HAS BEEN APPROVED FOR ALTERNATE DENSITY DEVELOPMENT.
3. (7502) DENOTES HOUSE NUMBERS.
4. PRIVATE STREET - PRIVATELY OWNED AND PRIVATELY MAINTAINED.
5. EASEMENT IS HEREBY GRANTED FOR INGRESS - EGRESS, CONSTRUCTION AND MAINTENANCE OF UTILITIES AND COUNTY AND OTHER EMERGENCY VEHICLES OVER ALL PRIVATE STREETS AND COMMON DRIVEWAYS.
6. PARCEL "A" HEREBY CONVEYED TO THE HOMEOWNERS ASSOCIATION.
7. "Engineering geology and/or soil reports have been reviewed and approved by the Director of Environmental Management for the property described herein and are available for review in the Department of Environmental Management. Site conditions are of such a nature that land slippage or foundation problem possibilities required the submittal of soil reports. A copy of said soil report is available in the Department of Environmental Management."

NOTES

RTE. 635

ROAD

HAYFIELD

MATCH LINE SHEET 3

R = 485.00' A = 209.74'

N 39° 45' 03" W

45.00'

A = 200.15'

(5)

HEREBY DEDICATED TO PUBLIC STREET PURPOSES

N 50° 14' 50" W
356.50'

N 38° 27' 38" W

227.04'

N 50° 39' 38" W
195.25'

N 38° 27' 38" W - 52.98'

31.63'

20.85'

N 00° 00' 00" W

89.09'

2623# (7576)

56

57

1893# (7574)

58

45.00'

6.00'

A = 30.56' R = 250.00' A = 18.01'

20.00'

5 22.00' 22.00'

5 22.00' 00" E
150.00'

21.90' 22.00' 00" E

10' SANITARY SEWER ESMT.
N 12° 55' 08" W
173.97'

10' STM. DRAIN - AGE ESMT.
S 36° 50' 30" E
209.00'

10' SAN. SEWER ESMT.
N 60° 18' 37" E
134.89'

R = 225.00' R = 220.00'

15' F.C.W.A.

10' STORM DRAIN ESMT.

BLANFORD

(SEE NOTES 4 & 5)

BLANFORD

(SEE NOTES 4 & 5)

15' F.C.W.A.

10' STORM DRAIN ESMT.

PARCEL "A"

10.24972 AC.

(SEE NOTE 6)

N 23° 30' 00" E

80.00'

160.00'

30.33'

150.00'

20.00'

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N 50° 39' 38" W

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48

2607# (7533)

20.00'

579.00'

20.00'

20.00'

20.00'

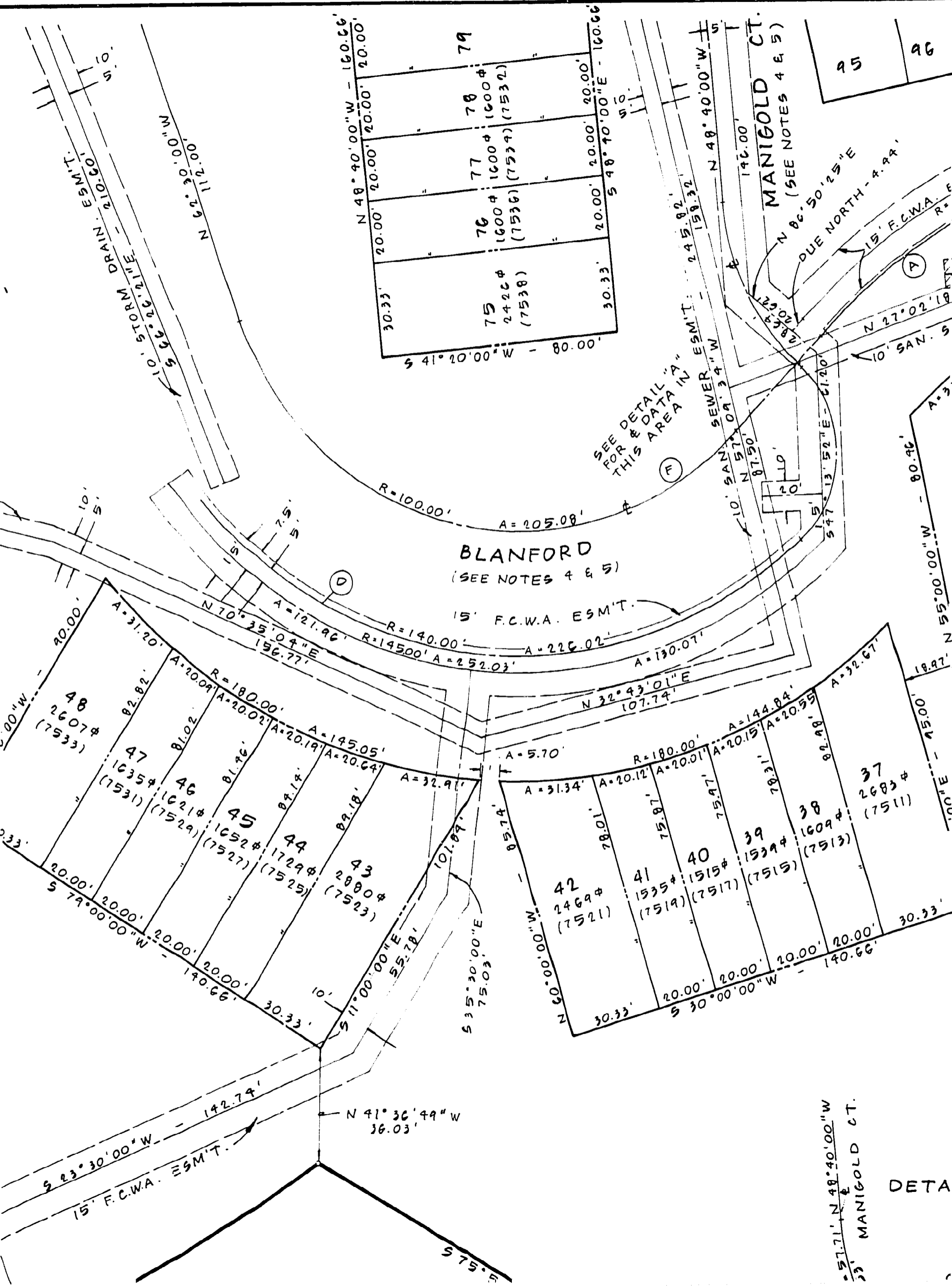
20.00'

20.00'

20.00'

20.00'

20.00'



BLANFORD
(SEE NOTES 4 & 5)

MANIGOLD CT.
(SEE NOTES 4 & 5)

48
2607 #
(7533)

47
1635 #
(7531)

46
1621 #
(7529)

45
1652 #
(7527)

44
1729 #
(7525)

43
2880 #
(7523)

42
2469 #
(7521)

41
1535 #
(7519)

40
1515 #
(7517)

39
1529 #
(7515)

38
1609 #
(7513)

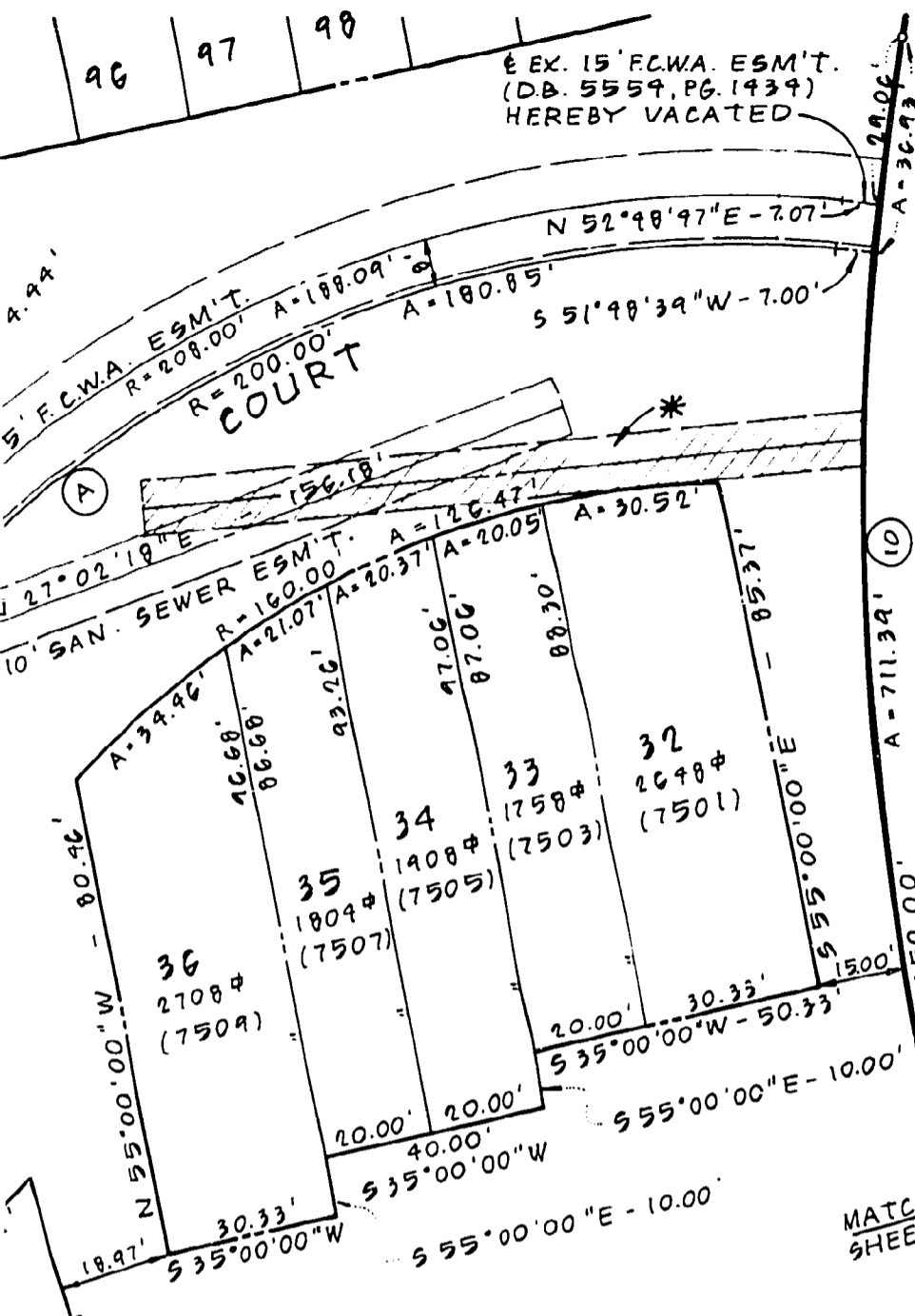
37
2683 #
(7511)

15' F.C.W.A. ESM'T.
S 23° 30' 00" W
142.79'

N 41° 36' 49" W
36.03'

57.71' N 48° 40' 00" W
MANIGOLD CT.

DETA



MATCH LINE SHEET 3

TRUE MERIDIAN

* EX. 10' SAN. SEW. ESM'T. (DB. 5554, PG. 1434) HEREBY VACATED

MATCH LINE SHEET 1

THIS APPROVAL IS NOT A COMMITMENT OF THE PUBLIC SANITARY CENTER.

5-4-83	<i>[Signature]</i>
5/4/83	<i>[Signature]</i>

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
Division of Design Review
Fairfax, Virginia

All street locations and/or easements conform to the requirements of this code and the necessary agreement or bonds have been received.

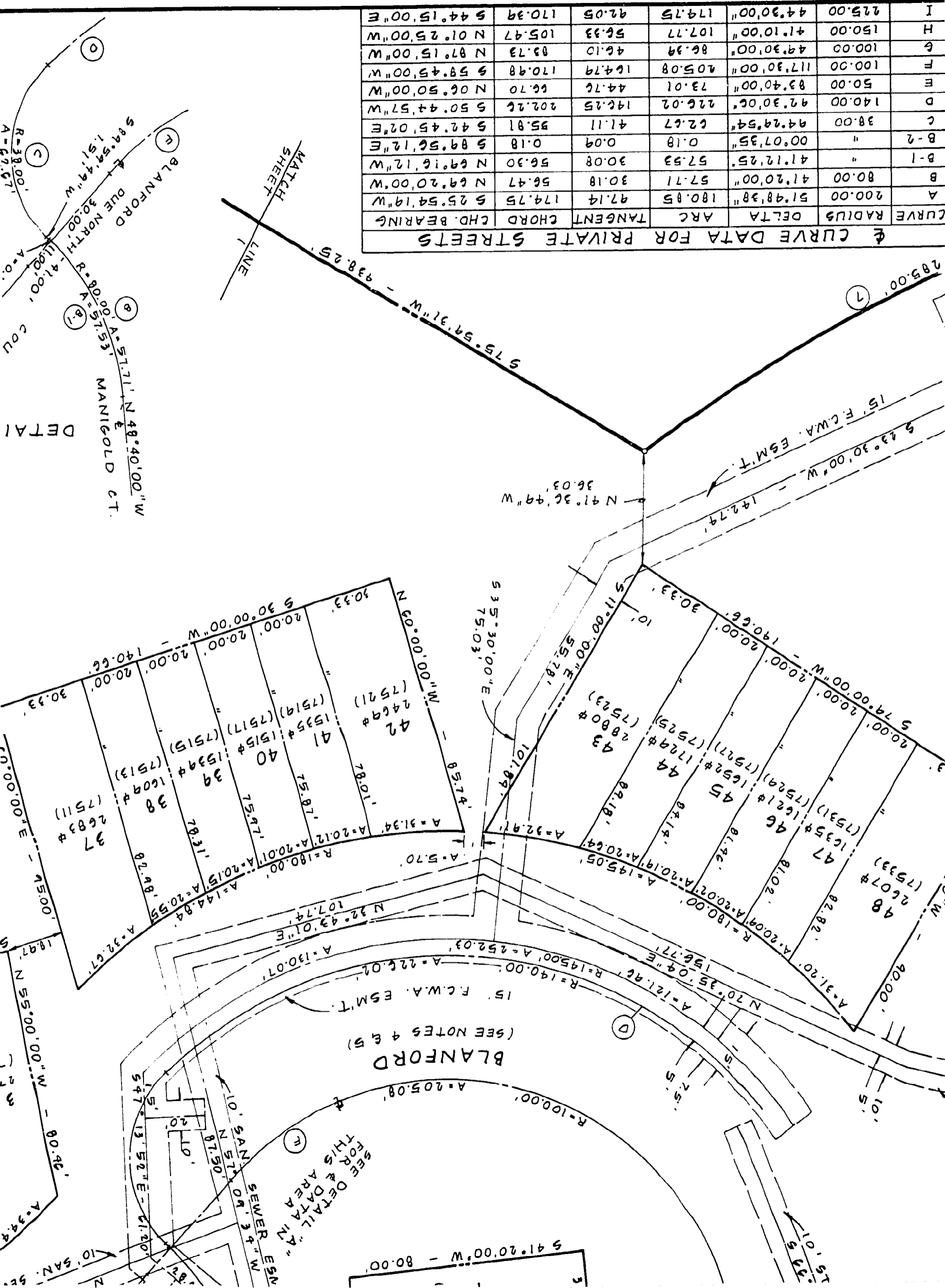
By *[Signature]* Date 3/28/83
5/4/83

DETAIL "A"

APPROVED
COUNTY OF FAIRFAX
DIVISION OF DESIGN REVIEW
SANITARY SECTION
By *[Signature]*
Date 3-4-83

CURVE RADIUS	DELTA	ARC	TANGENT	CHORD	CHD. BEARING
A	200.00	51.98'38"	180.85	97.14	S 25.54'19"W
B	80.00	41.20'00"	57.71	30.18	N 69.20'00"W
B-1	"	41.12'25"	57.53	30.08	N 69.16'12"W
B-2	"	00.07'35"	0.18	0.09	S 89.56'12"E
C	38.00	94.29'54"	12.67	55.81	S 42.45'02"E
D	140.00	92.30'06"	226.02	146.25	S 50.44'57"W
E	50.00	83.40'00"	73.01	44.76	N 06.50'00"W
F	100.00	117.30'00"	1205.08	164.79	S 58.45'00"W
G	100.00	49.30'00"	86.39	46.10	N 87.15'00"W
H	150.00	41.10'00"	107.77	56.33	N 01.25'00"W
I	225.00	44.30'00"	179.75	92.05	S 44.15'00"E

TABLE DATA FOR PRIVATE STREETS



BLANFORD
(SEE NOTES 4 & 5)

SEE DETAIL "A"
FOR THIS AREA IN

SEWER ESN
10' SAN STN OR 34" W

DETAIL

MATCH
SHEET

LINE

MANIGOLD CT.
A=51.71' N 48.40'00"W
A=57.53' E 57.53' W

BLANFORD
S 89.54'49"W
1.51'1.49" W

R=38.00'
A=67.67'

11.00'00" W
41.00'00" W
30.00'00" W

10' SAN STN OR 34" W

10' SAN STN OR 34" W

10' SAN STN OR 34" W

10' SAN STN OR 34" W

10' SAN STN OR 34" W

10' SAN STN OR 34" W

10' SAN STN OR 34" W

10' SAN STN OR 34" W

10' SAN STN OR 34" W

10' SAN STN OR 34" W

10' SAN STN OR 34" W

HAYFIELD ROAD

ROAD

⑥

RTE. ⑥

R = 485.00' A = 209.74'

N 50° 34' 38" W

N 50° 14' 50" W
356.50'

⑤

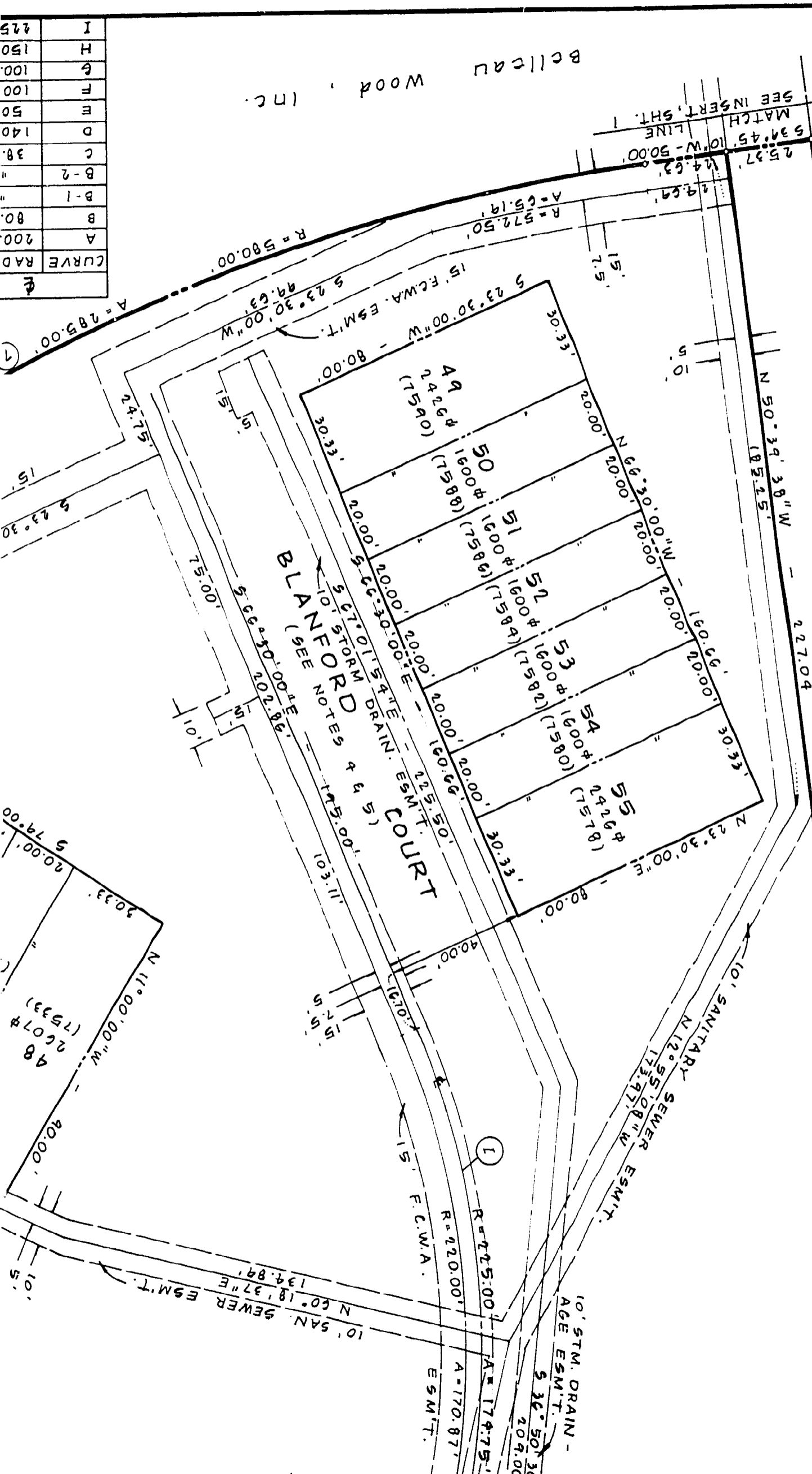
R = 440.00' A = 200.15'

HEREBY DEDICATED TO PUBLIC STREET PURPOSES

2537' MATCH LINE
534.45' 10' W - 50.00'
SEE INSERT, SHT. 1

Bellican Wood, Inc.

I	425
H	150
G	100
F	100
E	50
D	140
C	38
B-2	"
B-1	"
B	80
A	200
CURVE RAD	200
⑦	



THIS APPROVAL IS NOT A
COMMITMENT TO PROVIDE
PUBLIC SANITARY SEWER.

FINAL PLAT	
RECOMMENDED FOR APPROVAL	
DATE	APPROVED BY
5-4-83	<i>Blondich</i>
CITY ENGINEER	

ROAD - RTE. 635

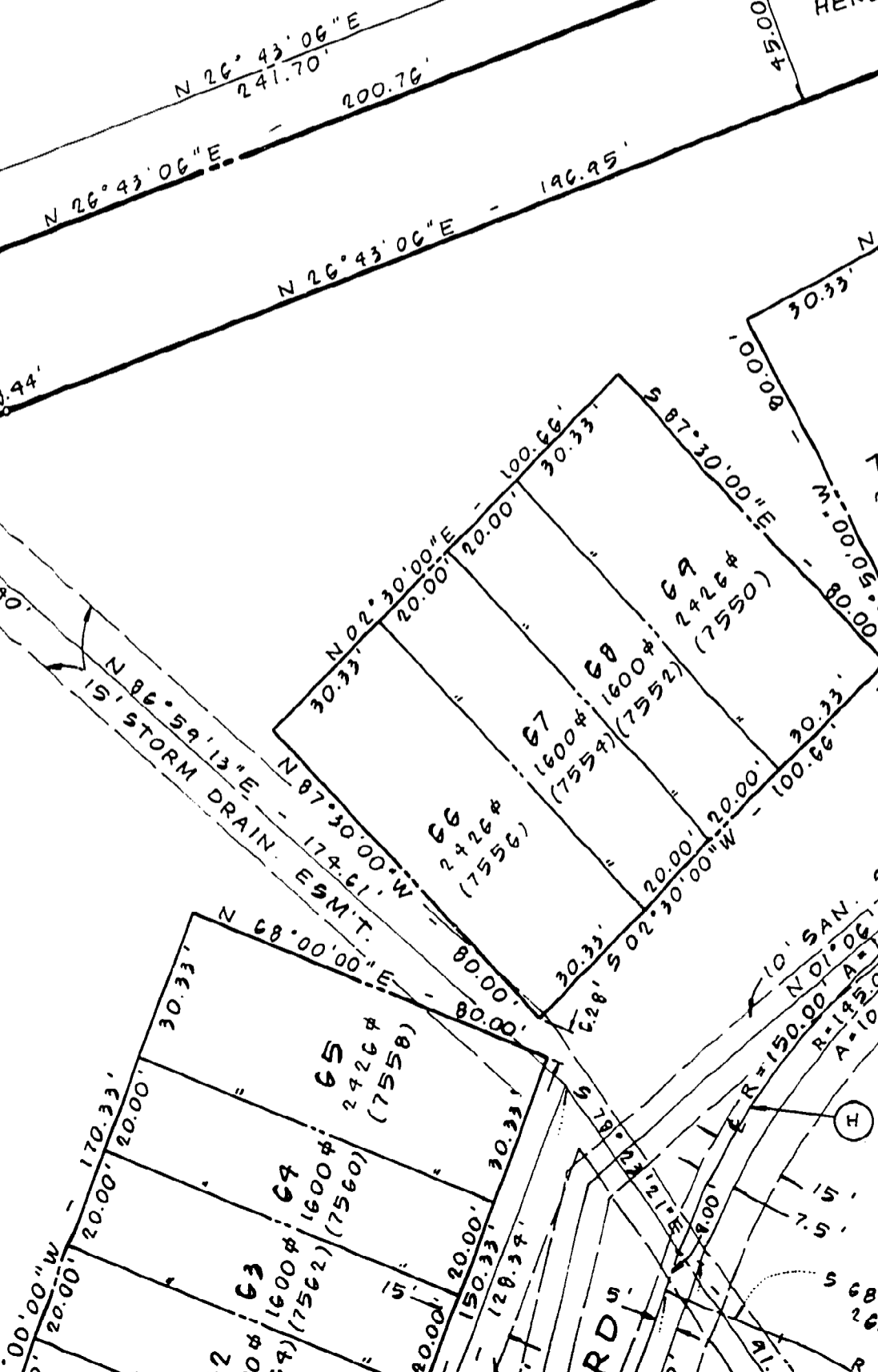
N 38° 27' 38" W - 322.21'
N 39° 45' 03" W - 306.18'

BY DEDICATED TO PUBLIC
ET PURPOSES

38° 27' 38" W - 277.96'

45.00'

R=25.00' A=28.94'



OL

HEREBY

N 19

70

53

SE

11

15

7.5

R

TRUE MERIDIAN

OLD TELEGRAPH ROAD - RTE. 634

N 32° 32' 42" E - 191.13'

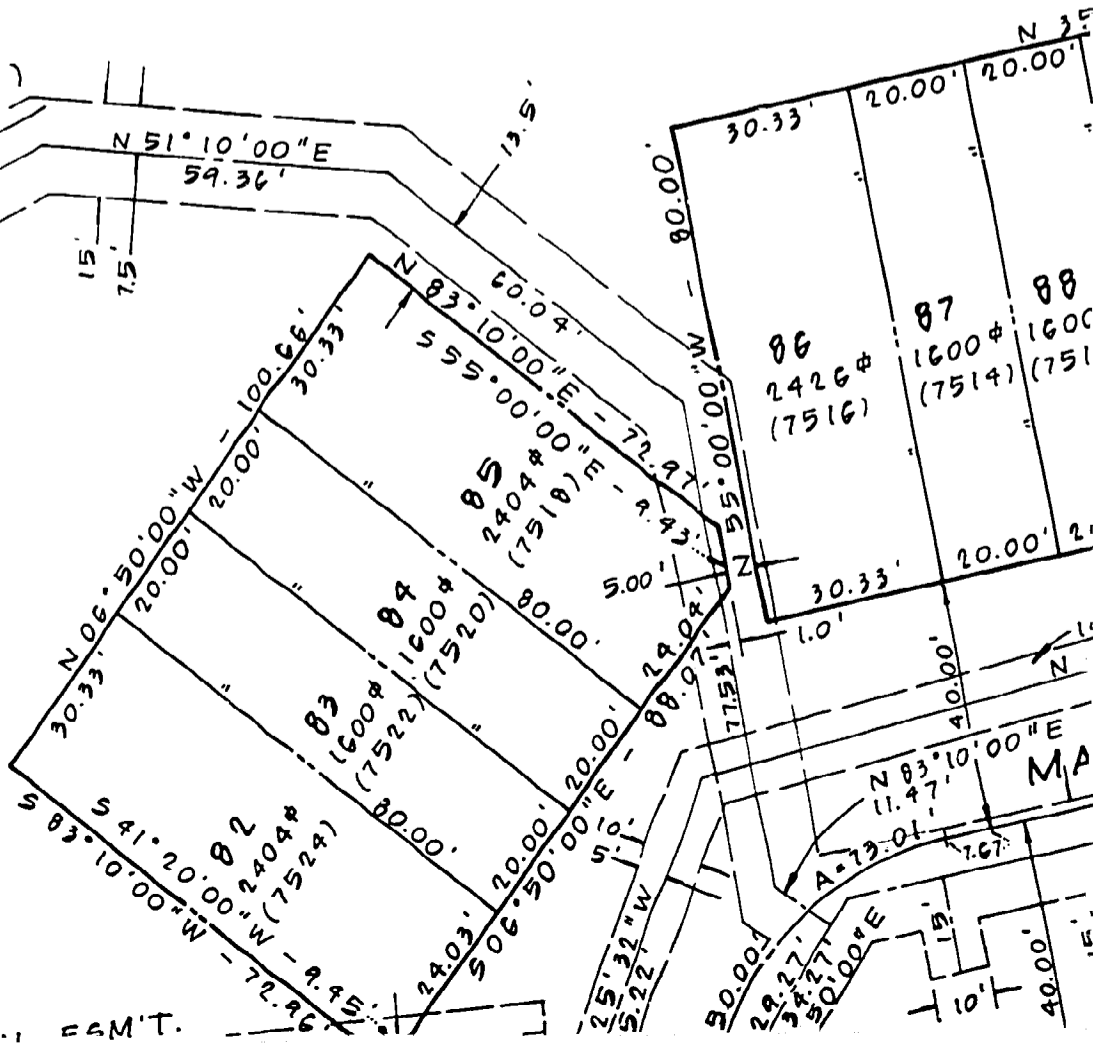
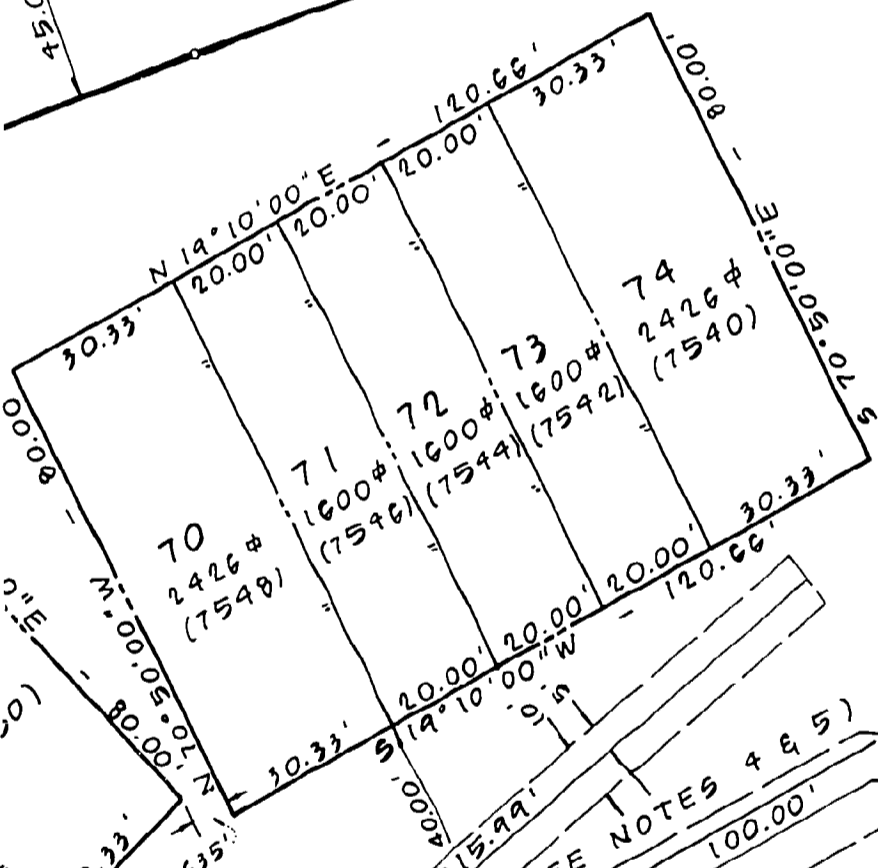
R = 600.00' A = 312.01'

N 48° 02' 52" E - 130.26'

HEREBY DEDICATED TO PUBLIC STREET PURPOSES

R = 555.00' A = 288.61'

PARCEL "A"
10.24972 AC.
(SEE NOTE C)

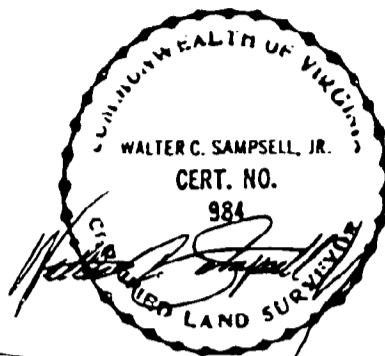


SECTION THREE HAYFIELD VIEW

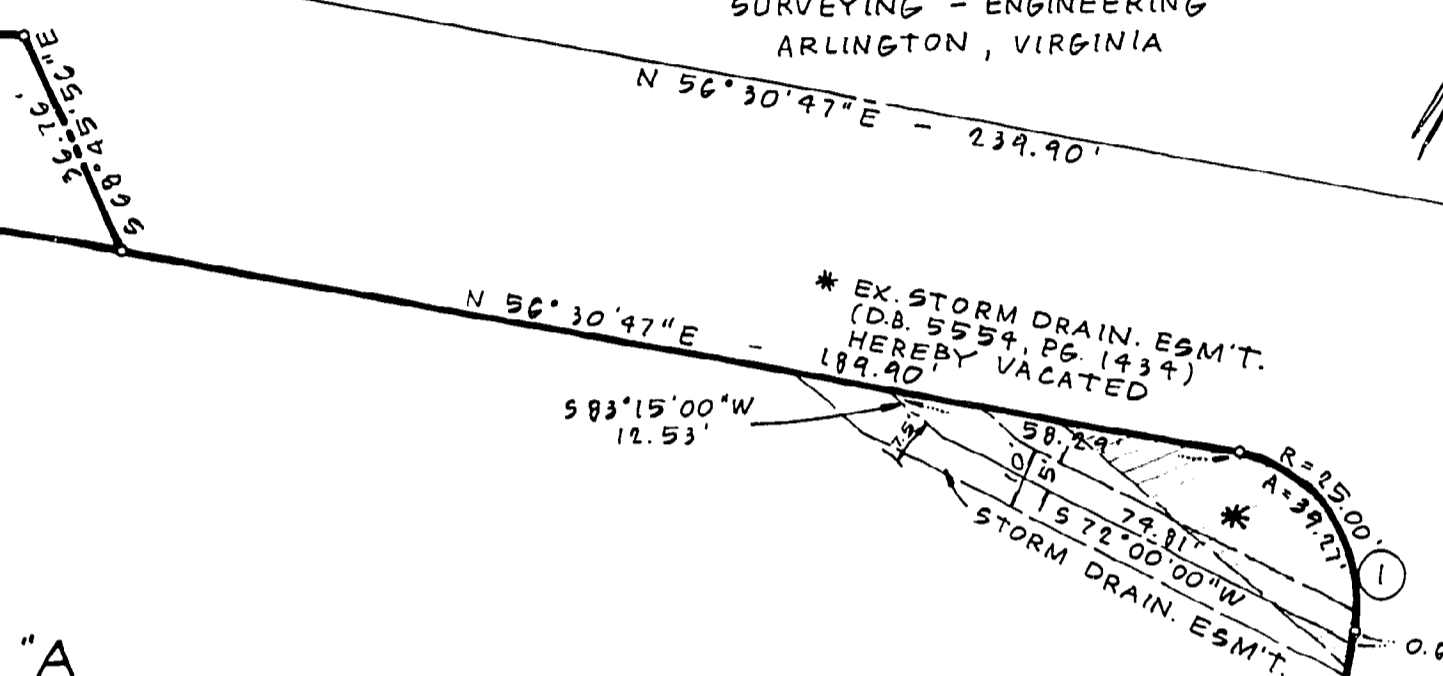
LEE DISTRICT
FAIRFAX COUNTY, VIRGINIA

SCALE: 1" = 30' FEBRUARY 22, 1983

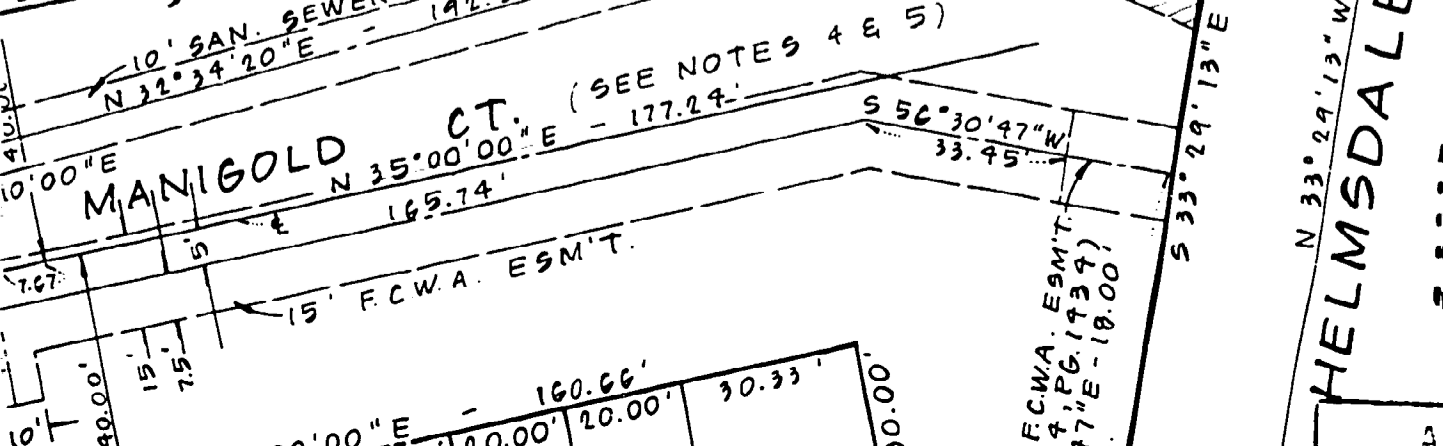
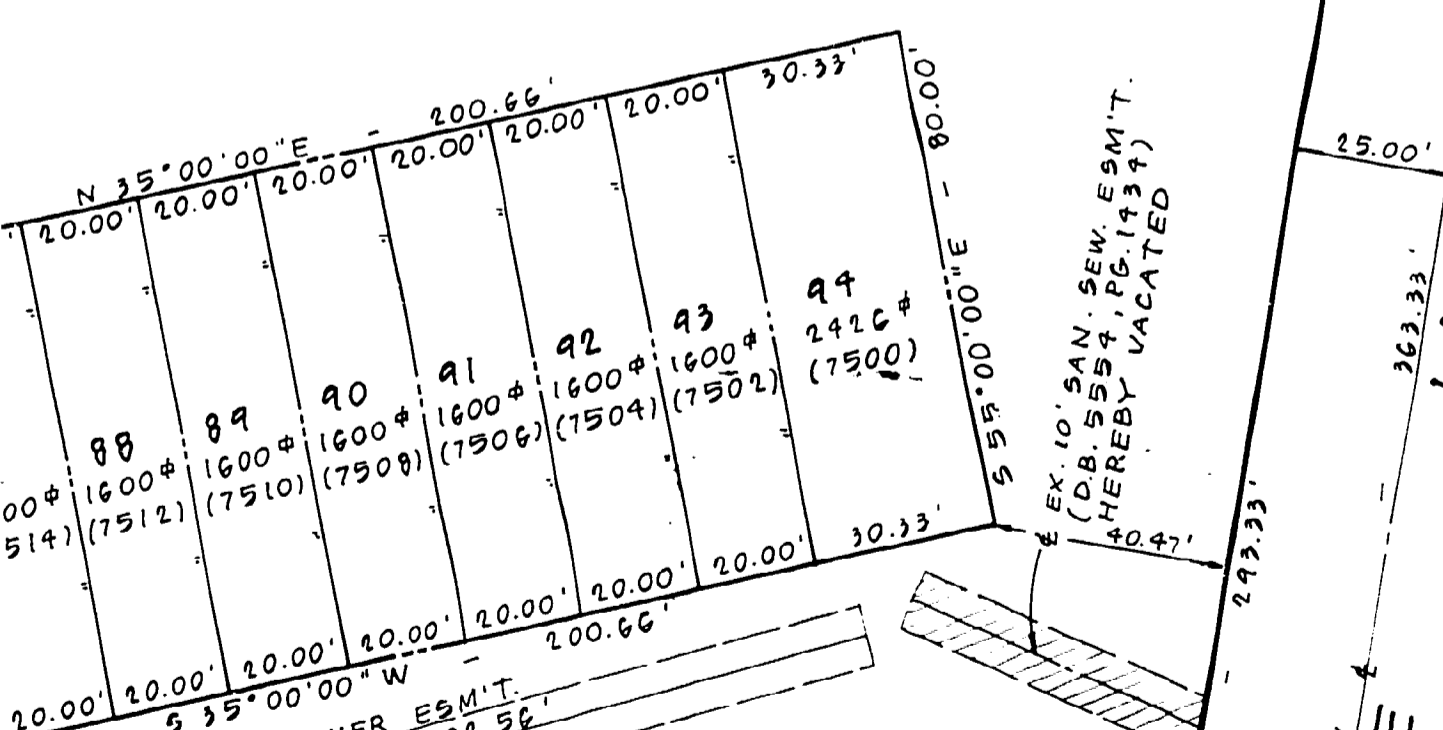
COOK & MILLER, LTD.
SURVEYING - ENGINEERING
ARLINGTON, VIRGINIA



634



"A"



DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
Division of Design Review
Fairfax, Virginia

All street locations and/or easement conform to the requirements of office and the necessary agreements or bonds have been received

3/28/83

APPROVED

MATCH LINE
SHEET 2

APPROVED

[Signature]

DATE: 3-1-83

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
Division of Design Review
Fataris, Tyrone

All street locations and/or easements conform to the requirements of the code and the necessary certificates of approval have been received.

3/28/83

HELMSDALE LANE

N 33° 29' 13" W

263.33'

25.00'

293.33'

EX. 15' FCWA. ESM.T.
(D.B. 5554, PG. 1939)
N 56° 30' 47" E - 18.00'
117.00'

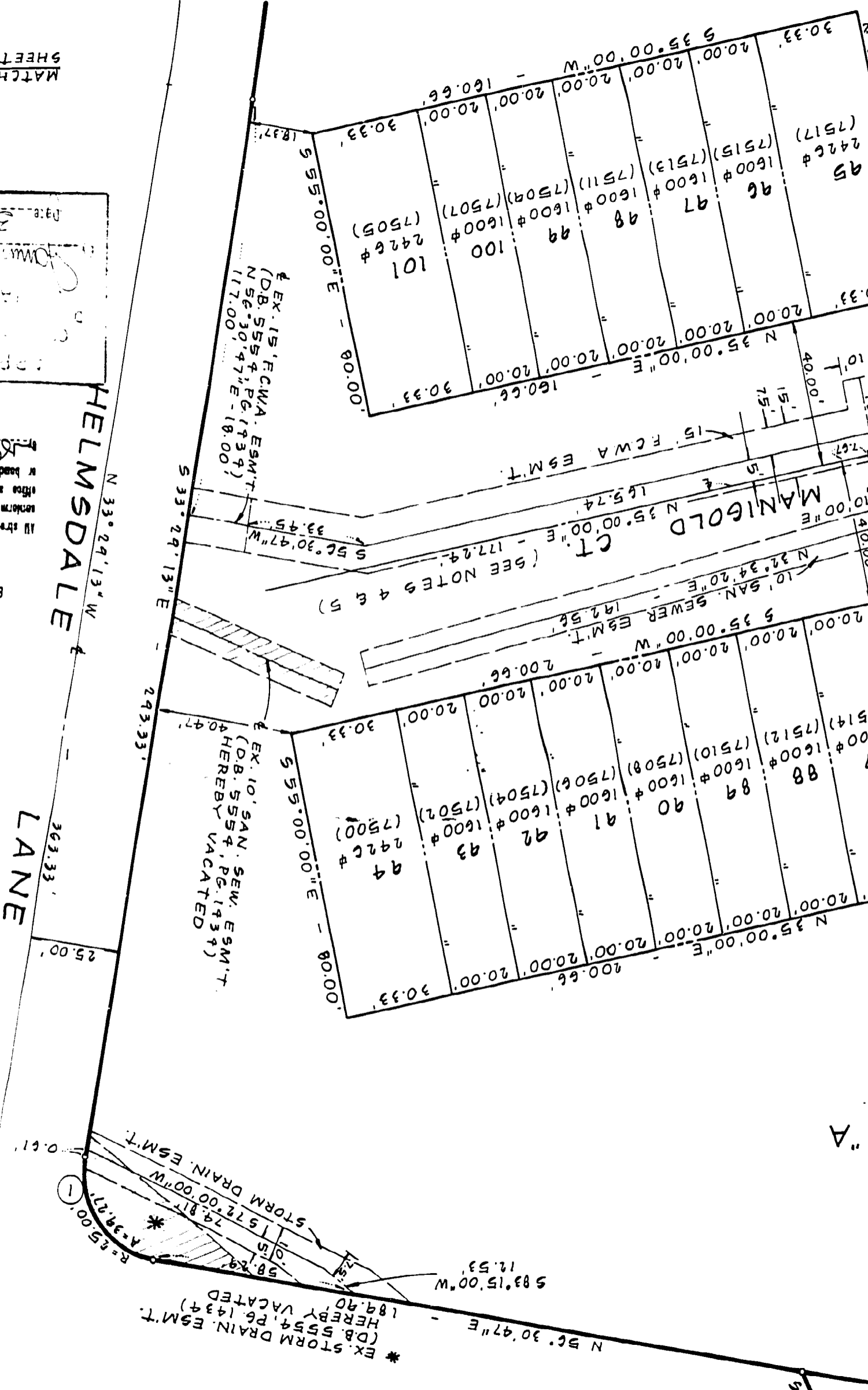
EX. 10' SAN. SEW. ESM.T.
(D.B. 5554, PG. 1939)
HEREBY VACATED
40.47'

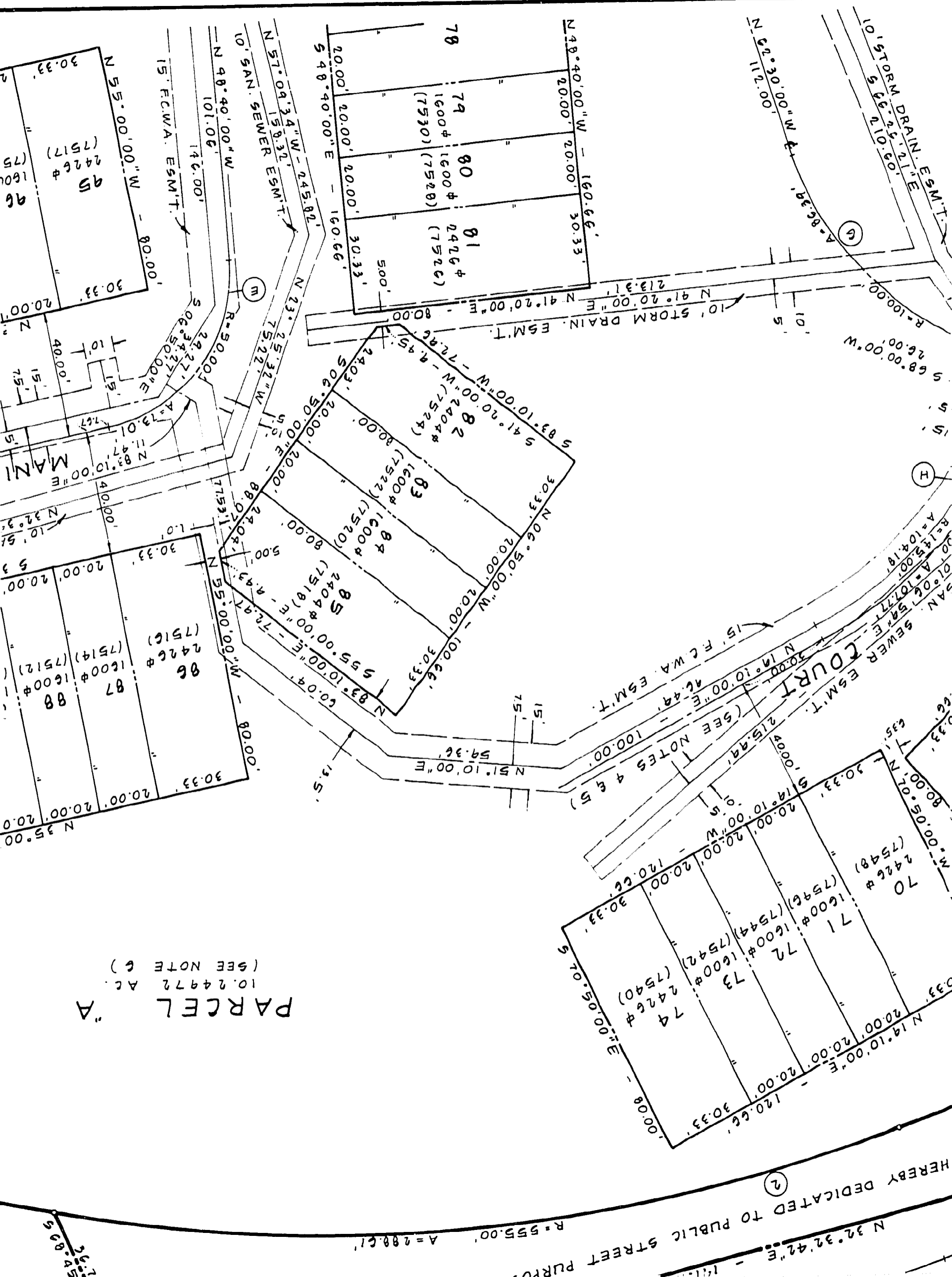
EX. STORM DRAIN. ESM.T.
(D.B. 5554, PG. 1934)
HEREBY VACATED
189.90'

CT (SEE NOTES 4 & 5)
N 35° 00' 00" E - 177.29'
S 56° 30' 47" W - 33.45'

10' SAN. SEWER ESM.T.
N 32° 34' 20" E - 192.56'

MANIGOLD





PARCEL A
 10.24972 AC.
 (SEE NOTE 6)

HEREBY DEDICATED TO PUBLIC STREET PURPOSE
 (2)
 N 32° 32' 42" E 120.66'

HAYFIELD

ROAD

RTE.

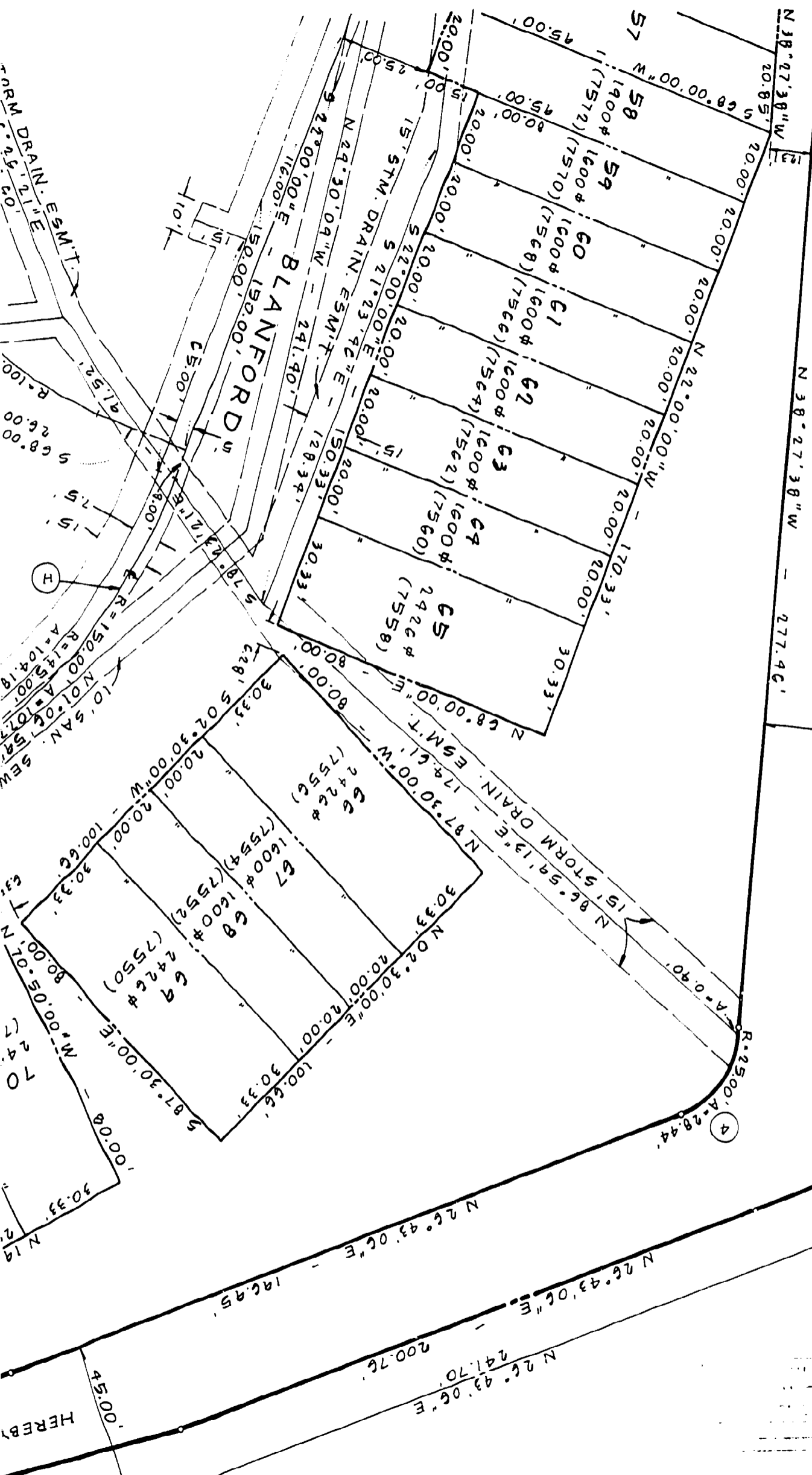
635

MATCH LINE SHEET 2

HEREBY DEDICATED TO PUBLIC STREET PURPOSES

N 38° 27' 38" W - 322.21'
N 37° 45' 03" W - 386.18'

N 38° 27' 38" W - 277.46'
N 38° 27' 38" W - 20.85'



BLANFORD

110.1

10.0 SAN. SEW.

FORM DRAIN. E. S.M.T. E

HEREBY

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 30th day of November, 1982, by and between BELLEAU WOOD, INC., a Delaware corporation, hereinafter referred to as "Declarant", and HAYFIELD VIEW HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation, hereinafter known as "Association".

WHEREAS, Declarant and Association are the sole owners of certain real property located in Fairfax County, Virginia, known as Section Three, Hayfield View, as the same is duly dedicated, platted and recorded with these presents; and

WHEREAS, it is the desire of the Declarant to convey said property subject to certain covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and be binding on all parties having any right, title and interest in the described properties having any rights, title and interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to HAYFIELD VIEW HOMEOWNERS 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 hereafter be brought within the jurisdiction of certain real property hereinbefore described, 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 members of the Association, comprised of Parcel "A", Section Three Hayfield View, as shown on plat thereof.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area, and areas dedicated as public use.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Ref to 11-B-A+L.

STATE TAX _____
COUNTY TAX _____
TRANSFER FEE _____
CLERK'S FEE 18 _____
GRANTOR TAX _____
CONS. _____

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Declarant" shall mean and refer to BELLEAU WOOD, INC., a Delaware corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II - ANNEXATION OF ADDITIONAL PROPERTIES

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

Section 2. If within ten (10) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in the Articles of Incorporation of HAYFIELD VIEW HOMEOWNERS ASSOCIATION, INC., such additional lands may be annexed to said Properties without the assent of the Class A members; provided, however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section if such agencies shall be involved, and otherwise in accordance with the preliminary plat heretofore submitted to Fairfax County, Virginia. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development if such agencies shall be involved. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of three-fourth (3/4ths) of the Class A members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be sent to all members not less than ten (10) days or more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast seventy-five (75%) per cent of all of the votes of the Class A 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 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.

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 or record to assessment by the Association, including contract sellers shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separate 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

Section 1. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III 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 from membership by Article III. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1989.

Section 2. Upon annexation by the Declarant of additional properties pursuant to Article II, Section 2, and in the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived with respect to those lots so annexed, provided that, the Class B membership in these annexed lots shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) 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 property; or
- (b) Nine (9) years from the date of recordation of the Deed of Dedication for such annexed property.

ARTICLE V - PROPERTY RIGHTS

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

- (a) the right of the Association to limit the number of guests of members;
 - (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;
 - (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, with the assent of 2/3 of each class of membership, 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 lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
 - (e) The right of the Association 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 more than two-thirds (2/3rds) of the votes of the Class A membership and more than two-thirds (2/3rds) of the votes of the Class B membership, if any, 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 thirty (30) days nor more than sixty (60) days in advance;
 - (f) the right of the individual owners to the exclusive use of parking spaces as provided in this Article;
- and
- (g) the party hereto does hereby grant to the County of Fairfax, its agents, contractors and employees, an easement on,

over and across the streets and areas shown and designated on said attached plat as Common Area, for the purpose of performing any and all municipal functions, governmental or proprietary, which the County may find necessary or desirable to perform including but not limited to police and fire protection and trash removal, together with all other rights necessary for full enjoyment and use of the aforesaid easement. The terms and provisions of this easement shall extend to and be binding upon the successors and assigns of the party hereto.

Section 2. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas.

ARTICLE VI - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not is shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessment 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 assessment together with such interest thereon and cost 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 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 successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. 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 particularly for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use of enjoyment of the Common Area, and of the homes situate upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be at the rate of \$ 25.00 per month, per lot for Class A members and Twenty-five (25%) per cent of the Class A members' assessment per month for Class B members.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment

may be increased above five (5%) per cent by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) 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 (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots not owned by the Declarant. Any Lot or Lots owned by the Declarant shall be assessed at twenty-five (25) per cent of the rate of Lots not owned by the Declarant so long as the Declarant has Class B membership status. The Declarant shall fund all budget deficits and maintain the common area at no costs to the Association until termination of the Class B membership. Upon termination of the Class B membership, all lots owned by the Declarant shall be assessed 100% of the annual assessment of the Association.

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

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

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

Section 8. Effect of Non-payment 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 late charge shall be \$5.00. 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 assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust. 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 thereof, shall extinguish the lien of such assessments to payment thereof which became due prior to such assessment as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter become due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority
- (b) the Common Areas;
- (c) All property owned by 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 - PARTY WALLS

Section 1. General Rules of Law To Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots 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 liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair 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 proportions to such use.

Section 3. Destruction by Fire and 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, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act caused the 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. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

ARTICLE VIII - PROTECTIVE COVENANTS AND RESTRICTION

In order to conserve the natural beauty of the subdivided property, to insure its best use and most appropriate development, and to prevent the erection of poorly designed or constructed improvements, the entire area hereinabove described shall be subject to the following protective covenants and restrictions hereinafter referred to as The General Covenants:

(1) No building, accessory building, or structure (including play structures), shed, awning, porch or porch covering, garage, trailer, tent, driveway, fence, hedges, screens, barns, driveways, wall or other structures shall be allowed, constructed, or altered upon any lot or house thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors and materials and harmony of same to the project as a whole. The Architectural Control Committee shall have the right, in its discretion, to prohibit the allowance, construction, or alteration of any of the above upon any lot except for the main dwelling unit. No structure built upon any of the said lots shall have the exterior painted without the proposed color thereof having been approved by the said Architectural Control Committee. In the event the Architectural Control Committee, or its Designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(2) The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three (3) or more members. The members of the committee shall not be entitled to any compensation in connection with the performance of their functions as such, unless otherwise agreed upon between the Board of Directors of said Association and the members of said Committee.

(3) No lot shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office during the construction and sales period.

(4) No fence or wall shall be constructed on any lot except by the developer prior to the conveyance of said lot, without the permission in writing by the Architectural Control Committee. No tree of a diameter of more

than 4" measured 2' above ground level, lying outside of the building driveway and parking area, shall be removed without the approval of the architectural control committee.

(5) No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot or other parcel of the Properties.

(6) Easements for the installation and maintenance of underground utilities, supply and transmission lines, and drainage facilities are reserved to the Declarant through all areas shown on the plat attached to the Deed of Dedication of Section Three, HAYFIELD VIEW, whether within the boundaries of residential lots or in common properties until such time as the common area is conveyed to the Association. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation, maintenance or repair of an underground utility, supply or transmission line, or drainage facility shall be promptly repaired or replaced at the expense of the Association or authority which directed the entry. And, further, the Association shall have the right to establish easements over the common area as needed for utility purposes after such time as the common area has been conveyed to the Association. Easements for individual lots for utilities may be established only by the recorded plan of the subdivision, or as granted thereafter by the individual lot owners.

(7) No exterior clothesline, or clothes hanging device, except that of an umbrella-type nature with a diameter not exceeding 7 feet, shall be allowed upon any lot. Washing may be dried only between 9 A.M. and 5 P.M. Monday thru Saturday.

(8) No sign of any kind larger than one foot square shall be displayed to the public view on any lot, except temporary signs of more than four square feet advertising the said lot for sale or rent and except for temporary signs erected by the Declarant in connection with the construction, lease, or sale of buildings and lots or other parcels of the Properties.

(9) 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 ordinance now or hereafter promulgated by Fairfax County, Virginia.

(10) The Association shall have the right (if after 20 days notice to the owner of the lot or lots involved, setting forth the action intended to be taken, such action has not been taken by the Owner) to trim or prune, at the expense of the Owner, any hedge or other plating that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall further have the right, upon notice and conditions, to care for any vacant or unimproved lot, and to remove grass, weeds, and rubbish therefrom and do any and all things necessary or desirable in the opinion of the Architectural Control Committee to keep such lot in neat and good order, all at the cost and expense of the Owner.

(11) No antenna for the transmission or reception of radio or television signals shall be erected or permitted on any building or lot or other parcel of the Properties except upon approval of the Architectural Control Committee.

(12) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No material or refuse or any container for the same shall be placed or stored in the front

of any house, or on the patio or stoop at any time. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this paragraph and to enter onto any lot for this purpose.

(13) No commercial truck, commercial bus, or other commercial vehicle of any kind shall be permitted to be kept or parked overnight upon any portion of the Properties.

(14) No portion of the Properties shall be used for the repair of automobiles, nor shall any vehicle other than a private automobile be parked in any of the parking spaces maintained by the Association. After ten (10) days written notice to the owner of any vehicle parked in violation of this covenant, the Association may remove such vehicle at the expense of the owner thereof.

(15) No baby carriages, velocipedes, bicycles or other articles of personal property shall be deposited, allowed or permitted to remain on any lot except in the enclosed rear area. The Association may impound all such articles and make a charge for their return.

(16) No boats, trailers, tents, or other structures of a temporary character, or portable vehicle other than automobiles shall stay parked forward of any dwelling for a period exceeding four (4) calendar days.

(17) Open space not contained in lots and streets shall not be denuded, defaced or otherwise disturbed in any manner, at any time without the approval of the appropriate County Departments and in concurrence with the County Planning Engineer.

The Declarant hereby grants to members of the Association in good standing, who are owners of townhouses, and their agents and employees an easement upon and across any lot adjacent to a lot owned by said member for the purpose of temporary support of ladders during cleaning, painting, and maintenance operations on said member's lot, and all members are granted an easement over and across all walkways and sidewalks not dedicated to public use.

ARTICLE IX - GENERAL PROVISION

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 covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of twenty (20) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five

per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners. Any amendment must be properly recorded. Any Amendment to Articles I, III, IV, V, VI and IX must also be approved by the appropriate officials of Fairfax County, Virginia.

Section 4. FHA/VA Approval. As long as there is a Class B membership and if any of the Properties described in Article L, Section 2, and Article II, Section 2, have been developed in accordance with the general plan submitted to Federal Housing Administration and the Veterans Administration, or similar Governmental Agency, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties (other than those described in Article II, Section 2) mergers or consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment to this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, HAYFIELD VIEW HOMEOWNERS ASSOCIATION, INC. (being the "Association" herein), has caused this Declaration of Covenants, Conditions and Restrictions to be signed by its _____ President, this 30th day of November, 1982.

IN WITNESS WHEREOF, BELLEAU WOOD, INC. (being the Declarant herein) has caused this Declaration of Covenants, Conditions and Restrictions to be signed by its _____ President, this 30th day of November, 1982.

HAYFIELD VIEW HOMEOWNERS ASSOCIATION

BY: [Signature]
President

BELLEAU WOOD, INC.

BY: [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF VIRGINIA AT LARGE

The foregoing instrument was acknowledged before me this 30th day of November, 1982, by A. S. VanMetre, President of Hayfield View Homeowners Association on behalf of the corporation.

My Commission expires on the 6th day of March, 1984.

[Signature]
Notary Public

STATE OF VIRGINIA AT LARGE

The foregoing instrument was acknowledged before me this 30th day of November, 1982, by G. H. Van Metre and J. Eugene Mills President and Secretary, respectively, of BELLEAU WOOD, INC. on behalf of said corporation.

My Commission expires on the 6th day of March, 1984.

Charlotte G. Marchal
Notary Public

RECORDED W/CERTIFICATE ANNEXED

1983 MAY -5 PM 1:18

FAIRFAX COUNTY, VA.

TESTE: Anna P. Hoffmeyer
CLERK