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STATE OF VIRGINIA  
DEPARTMENT OF REVENUE  
COMMISSIONER  
OFFICE OF THE CLERK  
SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made this 18<sup>th</sup> day of June, 1986, by SULLY STATION ASSOCIATES, hereinafter called Developer.

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein become subject to the Sully Station Declaration of Covenants and Restrictions and also become subject to the provisions hereinafter set forth:

NOW THEREFORE, Developer hereby declares that all of the Properties described herein, together with such additions as may hereafter be made thereto as provided in Article II, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Sully Station Declaration of Covenants and Restrictions, dated March 13, 1986, and recorded in Deed Book 6334; at page 850, among the land records of Fairfax County, Virginia, and subject to the covenants, restrictions, easements, charges, and liens set forth hereinafter.

ARTICLE I

CLUSTER DESIGNATION

Lots Eighty-six (86) through One Hundred Ninety-eight (198), inclusive, and Parcels U, V, and W, all in Section Five (5).

Sully Station, as duly dedicated, platted, subdivided, and recorded

\* This is being rerecorded to correct the annual Cluster Assessment amount on page 3.

(130 RP' 40 C.P.)

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in Deed Book 214, at page 21, of the aforesaid land records, are hereby designated as a Cluster of Sully Station Community Association, and shall be known as Glen Meadow Cluster.

ARTICLE II

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots Eighty-six (86) through One Hundred Ninety-eight (198), inclusive, and Parcels U, V, and W, Section Five (5), Sully Station.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Plan, or land which is contiguous thereto, may be added to this Cluster by the Developer, or a Builder, without the consent of the Owners, within five (5) years of the date of this instrument, by the filing of record a Supplementary Declaration with respect to such land which designates it as part of this Cluster and by filing with the Association the plat and plans for such addition. For this purpose, contiguous shall mean adjacent to or both sides of an area dedicated to public use.

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ARTICLE III

CLUSTER ASSESSMENTS

Section 1. Purpose. Cluster Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the members within the Cluster. Such services may include: maintenance and operation of any Cluster Common Area as described and

designated in the Governing Documents, including maintenance of streets or roads constructed on the Cluster Common Area, providing services to the units, such as trash removal, and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Cluster Assessment including those streets constructed on the Cluster Common Area.

Section 2. Basis of Assessment. The basis for the Cluster Assessment shall be the same as for the General Assessment, as set forth in the Declaration.

Section 3. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Cluster, the maximum annual Cluster Assessment shall be <sup>Three Hundred</sup> ~~THREE HUNDRED~~ <sup>300.00</sup> Dollars (~~300.00~~).

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Cluster Assessments in the Cluster:

- (a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the period beginning at the end of the fiscal year in which the maximum was last increased and ending five (5) months prior to the start of the next fiscal year, in the Consumer Price Index for Urban Wage Earners and Clerical Workers Washington Area Standard, or equivalent, as published by the U.S. Labor Department; such increase shall become effective the first day of the next year.

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(b) The maximum may be increased above the amount which can be set by the Board with the affirmative vote of two-thirds (2/3) of the votes cast by Owners who own Lots in the Cluster at a meeting at which a Special Quorum was present.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Cluster, and collected and disbursed by the Association. As provided in the Declaration, by a vote of a majority of the Trustees, the Board shall fix the annual Cluster Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Cluster.

Section 6. Recreational Facilities. The Cluster Assessment for the Glen Meadow Cluster shall include the annual charge for Recreation Facilities operated by the Association.

#### ARTICLE IV

##### PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Cluster Common area for the benefit of all Owners, which rules and regulations may include assignment of parking spaces.

#### ARTICLE V

##### PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any new structures and the grounds related thereto must be substantially completed in accordance with the plans and specifications

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approved by the Architectural Review Board within twenty-four (24) months after construction of the same shall have commenced, except that said Board 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.

Section 2. Residential Use. All Lots and Living Units designated for residential use 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.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles provided that non-commercial repair of vehicles is permitted within enclosed structures. Use and storage of all 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:

(a) 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

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shall be driven on pathways or Common Areas, except such vehicles as are authorized by the Association 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.

(b) 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 Architectural Review Board or in areas approved by the Association for such parking. No such area for approved parking is currently contemplated.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, 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.

Section 5. Clothes Drying Equipment. No clothes lines or other exterior clothes drying apparatus shall be permitted on any Lot, unless approved in writing by the Architectural Review Board. It is initially contemplated that no clothes line or other exterior clothes drying apparatus will be permitted.

Section 6. Antennae. Exterior television or other antennae are prohibited, unless approved in writing by the Architectural Review Board. It is initially contemplated that no exterior antennae will be permitted.

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Section 7. Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned in violation of Fairfax County law.

Section 9. 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 Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted.

Section 11. 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 Architectural Review Board as to location, material, and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Cluster.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

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Section 14. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor 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 of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 15. Rules. From time to time the Board of Trustees shall adopt rules, including, but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a majority vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such 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.

Section 16. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer or any Builder is engaged in developing or improving any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, erection,

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and maintenance of directional and promotional signs, and conducting of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

ARTICLE VI

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. Rights of Owners. The owners of contiguous Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

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

(a) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of

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such Owner to rebuild and repair the party wall or fence without cost to the other adjoining Lot Owner or Owners.

(b) other than by the act of an Owner, his agents, guests, or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. 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 5. 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 arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Easement. The Owner of each Lot within the Cluster is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for all building and roof overhangs, projections, fireplace walls, gutters, downspouts, and other portions of the first Owner's buildings which extend or project into, onto, or over such adjacent Lots.

When any building or appurtenance extends to or over the lot line of an adjoining Lot, the Owner of said building shall have

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the right to enter upon a reasonable portion of such adjoining Lot at reasonable times for the purpose of performing repairs or maintenance of his building. Except as otherwise provided in the Declaration or this Supplementary Declaration, such right of entry shall place no obligation on the entering party to maintain land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

ARTICLE VII

INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payment for such Owner, and the cost of such payments shall thereupon become a Special Assessment on the Owner's Assessable Unit.

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From time to time the Association may require Owners to provide evidence of compliance with this Article.

ARTICLE VIII

CLUSTER COMMON AREA

The following property is hereby designated as Cluster Common Area, as defined in Article I, Section 21, of the Declaration, for the benefit of Glen Meadow Cluster: Parcels U and V, Section Five (5), Sully Station.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in Glen Meadow Cluster and the Association. A termination must be approved by Fairfax County and be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class B Members, if any, the Association, and by the Owners of not less than seventy-five percent (75%) of the Lots in Glen Meadow Cluster; provided, however, that no Builder shall amend or remove this Declaration without the consent of the Association and an Owner

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of a Lot in the Cluster (other than the Association or the Builder). Any amendment must be recorded to become effective.

As long as the Class B membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Property in Glen Meadow Cluster.

Section 3. Enforcement. The Association, any Member within Glen Meadow Cluster or First Mortgagee, 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 Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. 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 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Sully Station Declaration of Covenants and Restrictions.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the Code of Fairfax County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

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IN WITNESS WHEREOF, SULLY STATION ASSOCIATES has caused this Supplementary Declaration of Covenants and Restrictions to be executed by its duly authorized general partner.

SULLY STATION ASSOCIATES  
By: Kettler and Scott, Inc.  
General Partner

By: [Signature]  
President

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the state and county aforesaid, whose commission expires on the 2<sup>nd</sup> day of APRIL, 1990, do hereby certify that ROBERT C. KETTLER, whose name as President of Kettler and Scott, Inc., as General Partner of SULLY STATION ASSOCIATES, is signed to the foregoing Supplementary Declaration of Covenants and Restrictions bearing date on the 18<sup>th</sup> day of June, 1986 personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 18<sup>th</sup> day of June, 1986.

[Signature]  
Notary Public

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RECORDED W/CERTIFICATE ANNEXED  
1986 OCT 27 9:17  
FAIRFAX COUNTY, VA.  
TESTE: [Signature]  
CLERK