

CHASE HILL COVENANTS

The following is a list of the covenants which govern the residences in Chase Hill. It should be noted that item fifteen does not apply to all lots. Equally true is the possibility that other lots are burdened in a different manner not stated herein. The following covenants are recorded with your deed at the County Land Records and additional restrictions may be listed.

(1) All lots in the track shall be known and described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(2) No fence or similar enclosure may be built on any lot except a rear yard fence, which shall not exceed forty-eight (48) inches in height and shall not extend beyond the front line of the dwelling erected on said lot, and such rear yard fence shall be of wood, brick or metal construction of at least 50% open design. This restriction shall not be construed to preclude the growth of an ornamental hedge fence which shall be kept neatly trimmed to a height of not more than three feet around the front yard of any of said lots. Any fence built on any of the above described lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. In regard to corner lots, side fences may not extend closer to any public street than the building setback line required by the County of Fairfax, Virginia. The above mentioned maximum height of 48 inches may be increased for those lots on which a swimming pool is constructed and maintained on the rear of the lot to the minimum height of the fence required by the appropriate authorities of Fairfax County, Virginia, to be erected around a swimming pool.

(3) All lots and yards in the above described subdivision shall be maintained in a neat and attractive manner so as not to detract from the appearance of the above-described development.

(4) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(5) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(6) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs, two cats or other household pets may be kept provided they are not

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kept, bred or maintained for commercial purposes.

(7) 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. Trash or garbage receptacles shall not be visible from the front of the house.

(8) Easements for installations and maintenance of utilities, including sanitary and storm sewer lines, are reserved over the side and rear five feet of each lot.

(9) No building shall be erected, placed or allowed on any lot until the construction plans and specifications and a plat showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. The Architectural Control Committee is composed of P. Reed Wills, II and William H. Plank. Said Committee may designate a representative to act for them. In the event of death or resignation of either member of the Committee, the remaining number shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the 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 completed with.

(10) No trucks or trailers shall be stored or parked on any of said lots, nor shall any trucks or trailers be parked on any of the streets in said subdivision by the owners, lessees or other occupants of said lots.

(11) No drying of any wet clothes or airing of any garment or bedding shall be permitted to be done outside of the house located on any lot in the subdivision except within the rear yard area and except on Monday through Friday between the hours of 8:00 A.M. and 3:00 P.M.

(12) Invalidation of any one or more of the covenants set forth herein (or part thereof) by judgment or court order shall in no wise affect any of the other covenants set forth herein which shall remain in full force and effect.

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(13) Any violation of the above covenants shall be deemed to be an continuing one until remedied and shall be enforceable by appropriate court action instituted at any time by any one or more lot owners in this Subdivision.

(14) Wills and Plank, Inc. or their successors, reserves the right to amend, modify or vacate any restriction herein contained whenever the circumstance in their opinion, so deems such amendments, modifications or vacation advisable. Otherwise, such covenants are to run with the land and shall be binding upon all parties claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of one (1) year unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants.

(15) The Owners of Lots 7, 8, 9, 10 and 11, the Owners of Lots 28, 29, 30 and 31; and the Owners of Lots 33, 34, 35, 36 and 37, for whose benefit as grouped together above, an easement for egress, ingress construction and maintenance or utilities and County and other emergency vehicles was created in the certain Deed Of Dedication dated the 20th day of June, 1978, and recorded in Deed Book 4905, page 746, among the land records of Fairfax, County, Virginia, shall; as grouped together above, jointly maintain their respective easements in a good state of repair and to that end and for that purpose may, by a majority of vote of said respective owners benefited by each of said easements thusly created as aforesaid, assess against themselves, as grouped together above; periodic dues which shall be used for the maintenance of said respective easements for egress, ingress, construction and maintenance of utilities. FURTHER, the owner of each of the lots designated above for whose benefit a specific easement was created, as aforesaid, shall each maintain an insurance policy covering liability due to property damage or bodily injury occurring on that portion of the aforesaid respective easements which he owns in fee.

It is UNDERSTOOD AND AGREED that the above Paragraph (15) only affects the owners of the lots specifically mentioned therein.

(16) Parcel "A" as more particularly shown on the aforementioned plat of Section One, HARVEST KING, shall not be denuded, defaced nor disturbed in any manner at any time without the approval of the appropriate County Department.