

Merrifield View Subdivision

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this 30th day of September 1970, by MAYWOOD CONSTRUCTION COMPANY, LTD., a Virginia Corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain properties in the city of Fairfax, Fairfax County, State of Virginia, which is more particularly described as Merrifield View Subdivision, as duly dedicated, platted and recorded in Deed Book 3360, at page 673 among the land records of Fairfax County, Virginia, containing 83 lots and a total of 9.2435 acres of land;

AND WHEREAS, Declarant will convey the said properties subject to certain protective 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, for the purpose of enhancing the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Merrifield View Association, 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 the Association.

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

Section 4. "Lot" shall mean and refer to any plot of land shown within any recorded subdivision map of the properties with the exception of the Common Area.

MADYAC, BERG,
LAW & SHERMAN
ATTORNEYS AT LAW
100 NORTH 16TH STREET
ARLINGTON, VA.

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

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

Section 7. "Declarant" shall mean and refer to MAYWOOD CONSTRUCTION COMPANY, LTD., its successor and assigns, if such successors or assigns should acquire more than one undeveloped lot from 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 (2/3) of the Class A members and two-thirds (2/3) 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 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60) of the votes of 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 at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) 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 3 years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 3324, at page 63, of the records of Fairfax County, Virginia, 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. 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 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 two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) 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 60 days following the preceding meeting.

ARTICLE III

MEMBERSHIP

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

ARTICLE IV

VOTING RIGHTS

The corporation shall have two classes of voting membership:

(a) Class A. Class A members shall be all those owners with the exception of the Builder. Class A members shall be entitled to one vote for each lot in which they hold the interest. 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.

(b) Class B. The Class B member(s) shall be the Declarant or other Builder owner. The Class B member(s) shall be entitled to three (3) votes for each lot in which it holds the interest. Provided that, 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:

- (1) when the total votes outstanding in Class A membership equal to the total votes outstanding in the Class B membership; or
- (2) on January 1, 1973.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' 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:

SHADYAC, BERG,
NOLAN & SHERMAN
ATTORNEYS AT LAW
214 NINTH 16TH STREET
ARLINGTON, VA.

(a) the right of the Association to limit the number of guests of members;

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days on advance; and

(f) the right of the individual member to the exclusive use of parking spaces as set aside for parking.

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Section 2. Delegation of Use. Any members may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, but subject to easements, covenants and conditions contained herein or recorded prior hereto and subject to easements for utilities and other public purposes regardless of when recorded, as may be required in the orderly development of the property, prior to the conveyance of the first lot.

Section 4. Parking Rights: Ownership of each lot shall entitle the owner or owners thereof to the use of 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 therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the lot, shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property, at the time when the assessment fell due.

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

Section 3. Basis of Assessments. Until January 1, 1972 the maximum assessment shall be sixty dollars (\$60.00) per year. After consideration of current maintenance costs and present and future needs of the Association, the Board of Directors shall fix and determine the amount of the annual assessment at any amount not in excess of the maximum assessment. The initial assessment is hereby established and declared to be forty-eight Dollars (\$48.00) per year. From and after January 1, 1972, the maximum annual assessment may be increased at any meeting of members, provided that, any such assessment shall have the assent to two-thirds (2/3) of the votes of all 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 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 capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of the votes of all 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. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and shall be collected on a monthly basis, unless the Board of Directors shall otherwise determine.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the 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%) percent of all the votes 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates; Maintenance of Declarant.

(a) The annual assessments provided for herein shall commence as to any Lot on the first day of the month following conveyance of any Lot; provided, however, that Declarant or other builder owner will commence payment of this assessment at such time as the house is completed, which shall be determined by final FHA inspection. 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, provided that, if there is no change in the annual assessment, no such notice shall be required. 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 certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his 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 mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessments lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceedings in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such

sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming 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 Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia, unless such properties are used for dwelling purposes.

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 proportion to such use.

Section 3. Destruction by Fire or 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 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 Owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes 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 arbitrators shall choose one addition arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration or improvement, including change of colors, therein or thereon, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX

SPECIAL MAINTENANCE

In the event that there is an obvious need for maintenance or repair which is caused through the willful or negligent act of the Owner, his family or guests or invitees, and if such maintenance or repair is not made within thirty (30) days after notice to maintain or repair is sent by the Board of Directors, the Board of Directors may cause such maintenance or repair to be performed. The cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject. The Board of Directors, through its officers or agents, should have the right to enter upon such Lot to perform maintenance or repairs without incurring any liability therefore.

ARTICLE X

USE RESTRICTIONS

Section 1. No property 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.

ARTICLE XI

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the recorded plat of the project or as may be or may have been required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easements may contain rights of ingress and egress.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any 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 way 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 (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five (65%) percent of the Lot Owners. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Deeds of Trust. The use herein of the word "mortgage" shall be deemed to mean "deed or deeds of trust" where such security instruments are used in lieu of or instead of a mortgage or mortgages.

Section 6. Non-applicability to other Property. The covenants, conditions and restrictions set forth herein shall apply only to the property described as Merrifield View Subdivision as is duly dedicated, platted and recorded in Deed Book 3360, Page 673, among the land records of Fairfax County, Virginia, containing 63 lots and a total of 9.2435 acres, and shall create no rights, benefits, burdens or obligations with respect to any other property owned by Declarant, its successors or assigns.

Section 7. Real Estate Taxes. Each and every Owner shall be responsible and chargeable for any real estate taxes or any other governmental assessment or charges made against the Lot or Lots owned by him.

SHADYAC, BERG,
MOLAN & SHERMAN
ATTORNEYS AT LAW
4 NORTH 16TH STREET
ARLINGTON, VA.

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia OCT 16 1970 at 2:27 PM
This instrument was received and, with the
certificate annexed, admitted to record with plat attached

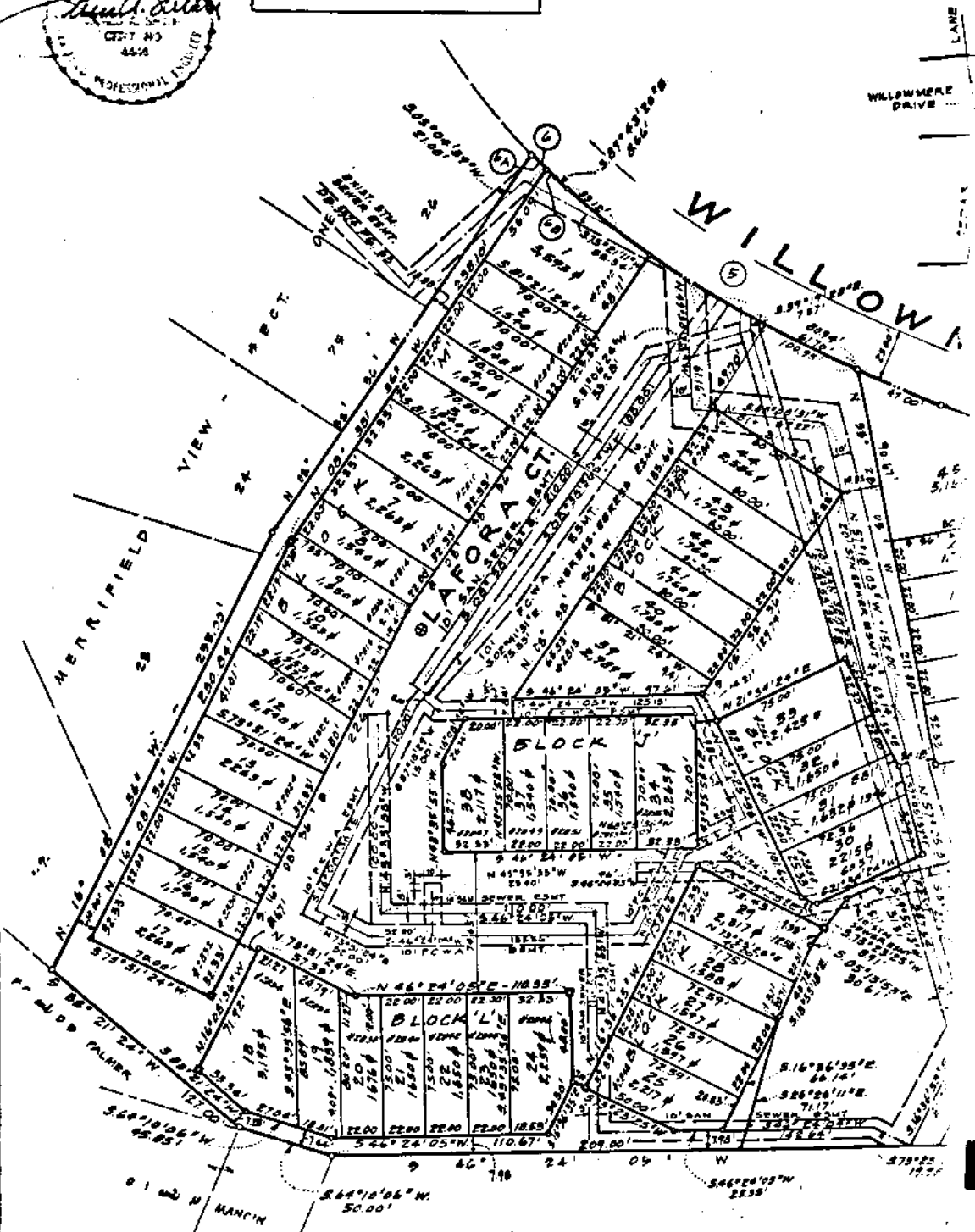
Tests:

 Clerk

CERTIFIED CORRECT.



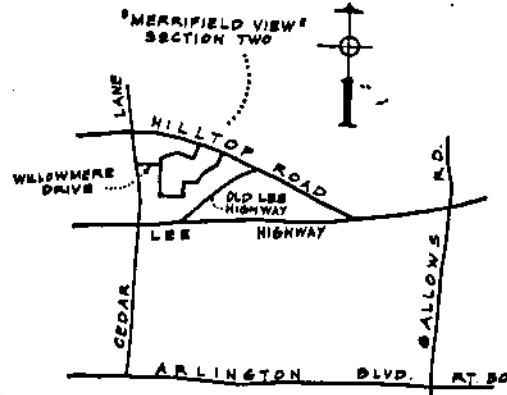
THE PROPERTY DELINEATED ON THIS PLAN IS LOCATED ON ASSESSMENT MAP NO. 49, L. AND IS ZONED R7C-10 AS OF THE DATE OF ITS APPROVAL.



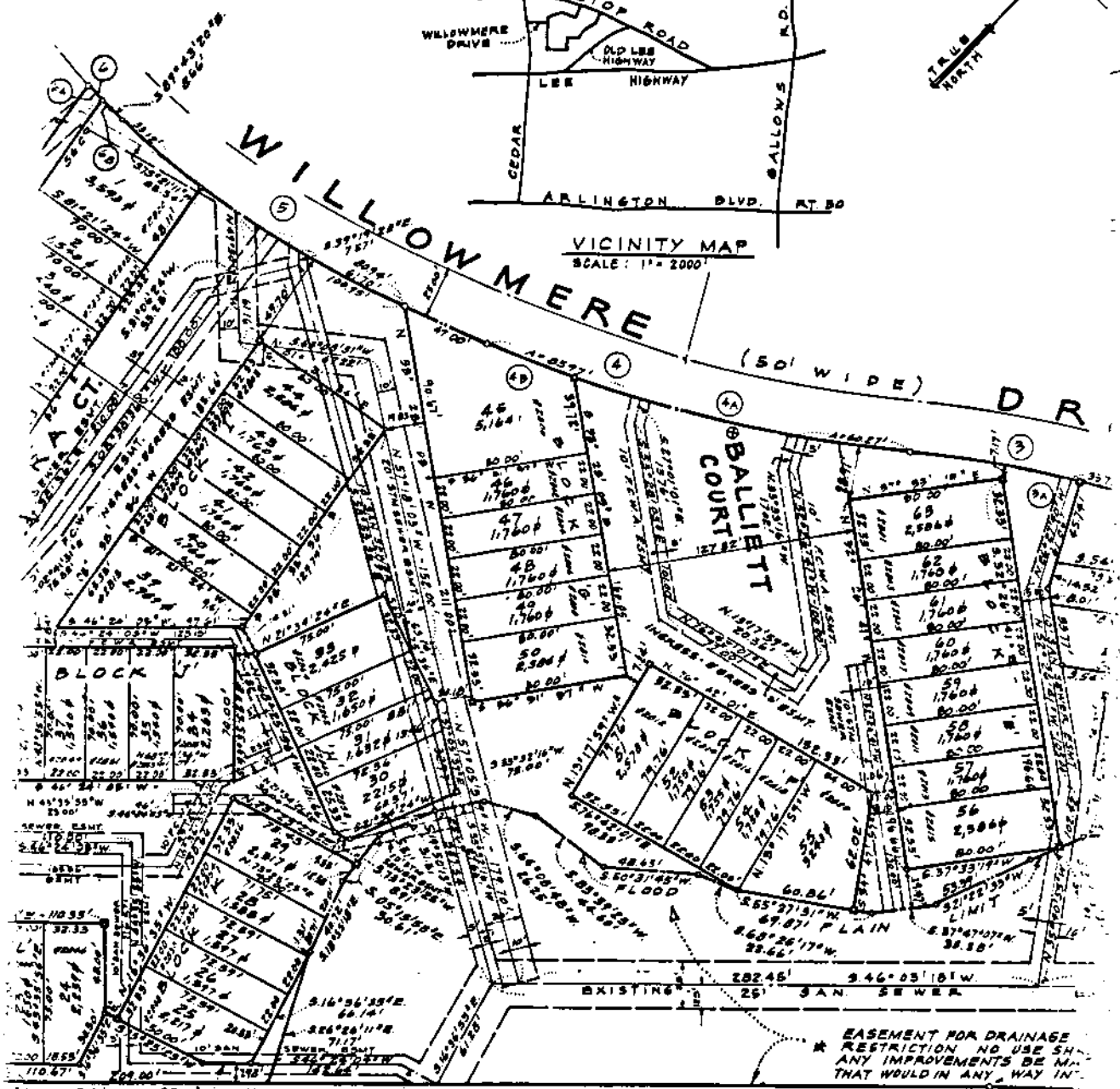
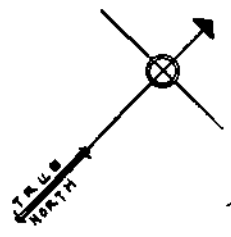
AREA TABULATION:

TOTAL AREA	SECTION
TOTAL AREA	SECTION
TOTAL AREA	LOTS
TOTAL AREA	PARCELS
TOTAL NO. OF LOTS	
TOTAL LOTS PER ACRE	
OF LOT COVERAGE	
NOTE: PARCELS 'A' INCLUDE OTHER THAN LOTS	

2 FT
SCALE



VICINITY MAP
SCALE: 1" = 2000'



LILIAN GALBURY

J.H. ...

AREA TABULATION		
TOTAL AREA SECTION TWO	402,647 $\frac{1}{2}$	9.2455 AC.
TOTAL AREA LOTS	166,961 $\frac{1}{2}$	3.8529 AC.
TOTAL AREA PARCEL 'A'	235,686 $\frac{1}{2}$	5.4106 AC.
TOTAL NO. OF LOTS		85
TOTAL LOTS PER ACRE		8.95
% OF LOT COVERAGE		

OWNER
MAYWOOD C.
3012 N. R.
ARLINGTON

EVENTS

SURVEYORS CERTIFICATE

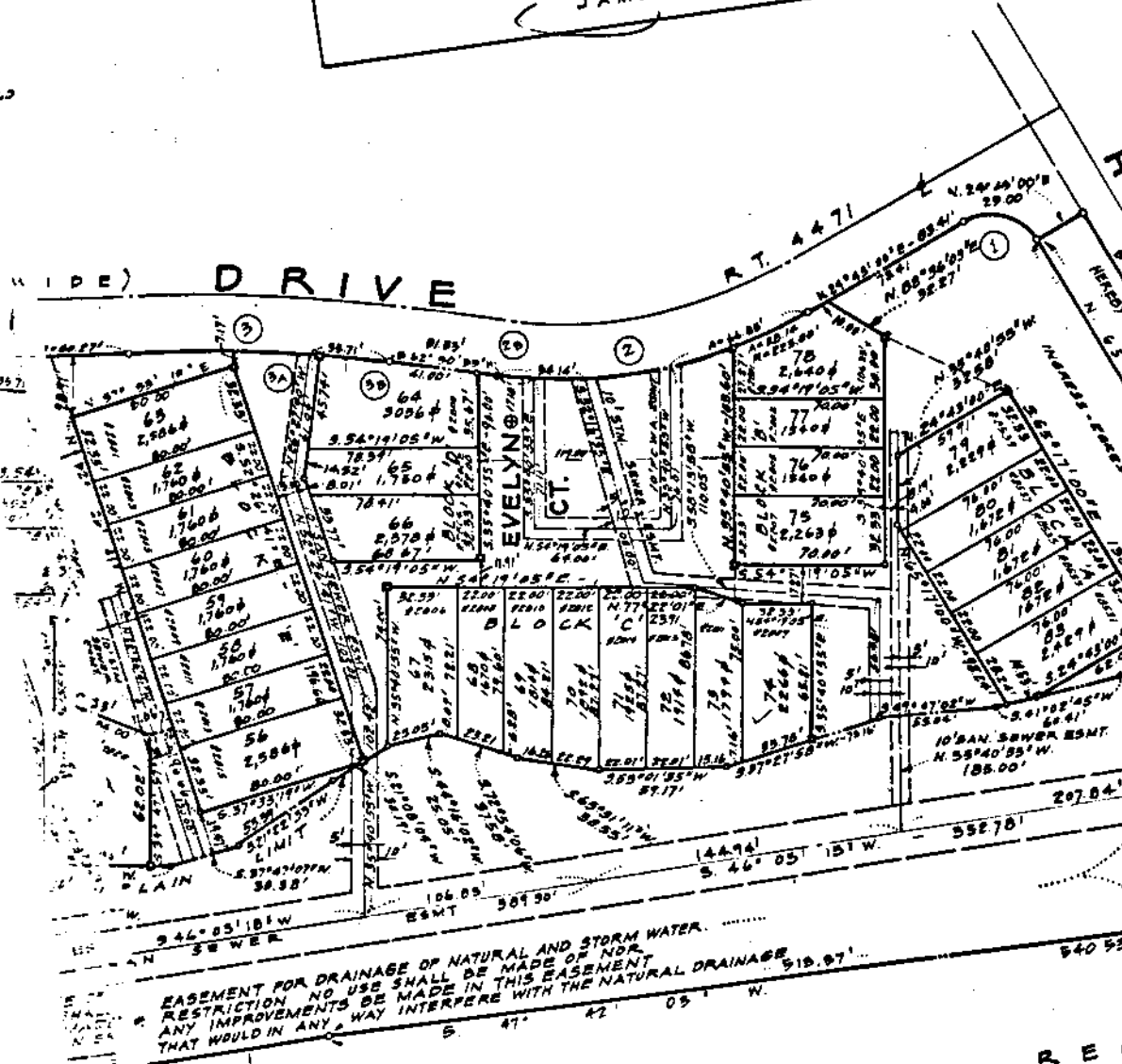
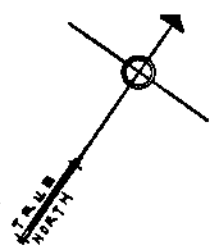
I, JAMES A. SMITH, A DULY AUTHORIZED LAND SURVEYOR IN THE STATE OF VIRGINIA, DO HEREBY CERTIFY THAT THE LAND EMBRACED IN THIS SUBDIVISION OF MERRIFIELD VIEW, SECTION TWO, IS NOW IN THE NAME OF MAYWOOD CONSTRUCTION CO, LTD, A VIRGINIA CORPORATION, AND WAS ACQUIRED FROM HARRY E. JAGODA AND FRANK WINSTEIN BY DEED DATED MAR. 17, 1970 AND RECORDED IN DBRMP. 63 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

I FURTHER CERTIFY THAT ALL LOTS SHOWN ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, THAT THEY PROPERLY AND ACCURATELY SHOWN BY BEARINGS AND DISTANCES, AND THE BEARINGS REFER TO TRUE NORTH IRON PIPES HAVE BEEN SET AT ALL LOT CORNERS AND CONCRETE MONUMENTS SHOWN THUS - G - HAVE BEEN SET IN ACCORDANCE WITH THE SUBDIVISION CONTROL ORDINANCE OF FAIRFAX COUNTY, VIRGINIA.

GIVEN UNDER MY HAND THIS 15TH DAY OF JULY 1970

James A. Smith
 JAMES A. SMITH P.E., C.L.S.

N#	RADIUS	DELTA
1	280.00	90°00'
2	225.00	57°45'
3A	225.00	28°00'
3B	225.00	09°45'
4	629.28	11°00'
5	629.28	08°00'
6A	629.28	02°45'
6B	629.28	02°45'
7	700.43	10°30'
8	700.43	14°35'
9A	700.43	03°55'
9B	700.43	20°15'
10	500.75	13°55'
11	500.75	06°00'
12	344.47	02°15'
13	344.47	01°15'
14	344.47	01°15'



EASEMENT FOR DRAINAGE OF NATURAL AND STORM WATER. RESTRICTION NO USE SHALL BE MADE OF NDR. ANY IMPROVEMENTS BE MADE IN THIS EASEMENT THAT WOULD IN ANY WAY INTERFERE WITH THE NATURAL DRAINAGE THAT WOULD IN ANY WAY INTERFERE WITH THE NATURAL DRAINAGE 518.97'

J.H. and J.J. HELDY, JR.

OWNER-DEVELOPER

MAYWOOD CONSTRUCTION CO., LTD.

REC
SE
MERR
PROVIDE
FAIRFAX
SCALE: 1" = 40'
JAMES

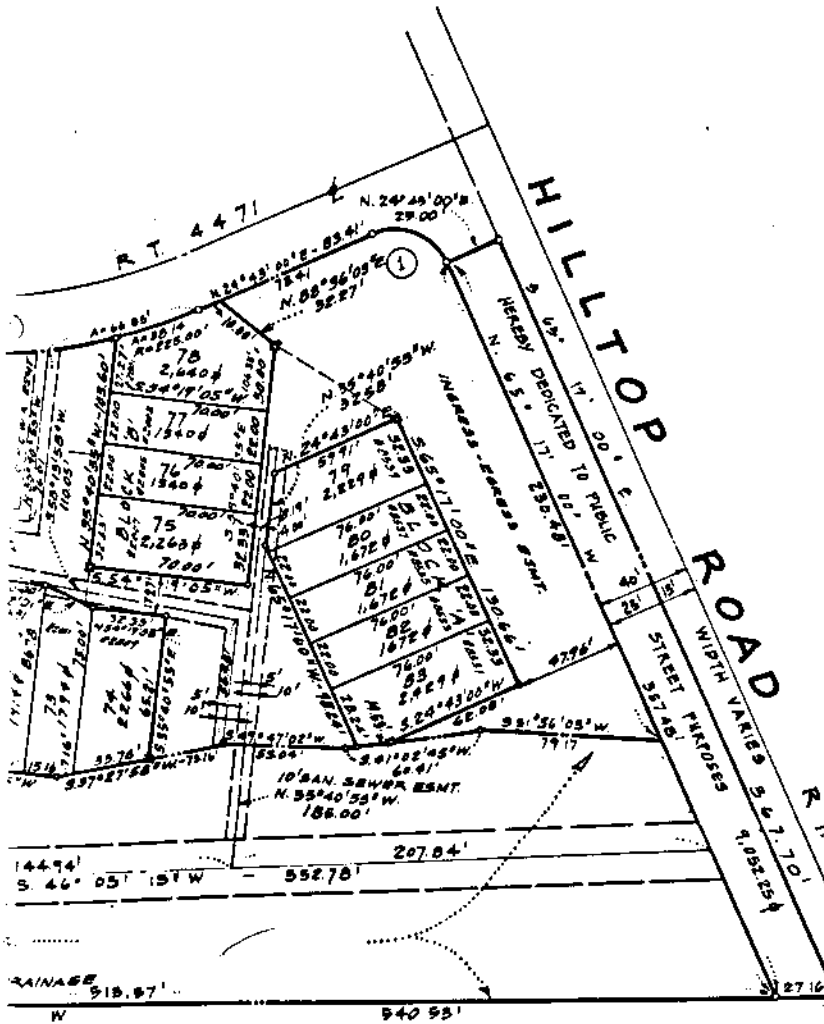
CERTIFICATE

AUTHORIZED LAND SURVEYOR IN
 VEREBY CERTIFY THAT THE LAND EMBRACED
 FIELD VIEW, SECTION TWO, 15
 200 CONSTRUCTION CO. LTD.,
 AND WAS ACQUIRED FROM
 ANK WINSTEIN BY DEED DATED
 20 NOVEMBER 63 AMONG THE LAND RECORDS
 INIA.
 AT ALL LOTS SHOWN ARE WITHIN
 AL TRACT, THAT THEY PROPERLY
 BY BEARINGS AND DISTANCES,
 R TO TRUE NORTH. IRON PIPES
 OT CORNERS AND CONCRETE
 - O - HAVE BEEN SET IN
 DIVISION CONTROL ORDINANCE
 INIA.
 2 THIS 15TH DAY OF JULY 1970

Ames A. Smith
 AMES A. SMITH P.E., C.L.S.

CURVE DATA

NO	RADIUS	DELTA	ARC	TAN	CHORD	END BEARING
1	2800'	90°00'00"	43.98	28.00	39.60	N.69°43'00"E.
2	225.00	37°47'55"	148.44	77.03	145.76	N.43°56'58"E.
2A	225.00	28°04'26"	110.25	56.23	109.15	N.48°20'41"E.
2B	225.00	09°43'29"	38.19	19.14	38.14	N.29°34'46"E.
3	627.28	11°00'00"	120.81	60.59	120.63	N.37°00'55"E.
3A	627.28	08°12'17"	90.11	45.13	90.03	N.55°37'02"E.
3B	627.28	02°47'44"	30.70	15.35	30.70	N.61°07'02"E.
4	700.43	18°30'00"	226.16	114.07	225.10	N.60°45'55"E.
4A	700.43	14°35'02"	178.29	89.63	177.80	N.38°48'28"E.
4B	700.43	05°54'50"	47.87	23.93	47.86	N.68°03'22"E.
5	500.73	20°13'36"	177.07	89.47	176.14	N.80°08'43"E.
5A	500.73	13°57'12"	121.95	61.28	121.63	S.76°57'51"W.
5B	500.73	06°18'24"	55.12	27.59	55.09	S.87°07'19"W.
6	344.47	02°48'42"	16.90	8.43	16.90	S.80°19'14"E.
6A	344.47	01°41'30"	10.18	5.09	10.18	S.87°45'56"E.
6B	344.47	01°07'04"	6.72	3.36	6.72	S.89°09'52"E.



FINAL PLAT
 RECOMMENDED FOR APPROVAL
 FAIRFAX COUNTY
 DIRECTOR OF COUNTY DEVELOPMENT
9/24/70 by *Arthur L. Rosen*

APPROVED
 FOR
 BOARD OF SUPERVISORS
 FAIRFAX COUNTY, VIRGINIA
9/24/70 by *J. H. Hurdick*

APPROVAL VOID IF NOT
 OFFERED FOR RECORD WITHIN
 DAYS AFTER DATE THIS PLAT

APPROVED
 COUNTY OF FAIRFAX
 DIVISION OF
 DESIGN REVIEW SANITARY SECTION
 By *Donald L. Popovich*
 Date 9-23-70

DEPARTMENT OF COUNTY DEVELOPMENT
 Division of Design Review
 Fairfax, Virginia

All street locations and/or easements
 conform to the requirements of the
 code and the necessity of the
 or bonds have been filed
9/24/70
Jed

RECORD PLAT
SECTION TWO
MERRIFIELD VIEW

PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1" = 30'
 DATE: JULY 10, 1970

JAMES A. SMITH and ASSOCS.
 CIVIL ENGINEERS - LAND SURVEYORS

We, the undersigned members of the Merrifield View Homeowner's Association, do hereby amend the Declaration of Covenants, Conditions, and Restrictions of the Merrifield View Subdivision, which are dedicated, platted and recorded in Deed Book 3360, at Page 367, among the land records of Fairfax County, Virginia.

Article V, Section 4 is amended to read:

Parking Rights: Ownership of each lot shall entitle the owner or owners thereof to the exclusive use of one (1) parking space, to be assigned by the Board of Directors, 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. Those parking spaces not assigned to the exclusive use of a lot owner shall be for the use of the lot owners at large.

The above amendments to the covenants, conditions and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the property or any part thereof described and recorded in Deed Book 3360 at Page 673, among the land records of Fairfax County, Virginia, and shall inure to the benefit of each owner thereof.

Merrifield View Homeowner Association
2820 Bollard Ct
Vienna Va 22180

- | | |
|--------------------------------|-------------------------------------|
| 1. <u>A. [Signature]</u> | 8. <u>Mr. Howard A. [Signature]</u> |
| 2. <u>H. [Signature]</u> | 9. <u>[Signature]</u> |
| 3. <u>[Signature]</u> | 10. <u>Louise C. Bennell</u> |
| 4. <u>[Signature]</u> | 11. <u>J. E. [Signature]</u> |
| 5. <u>James P. [Signature]</u> | 12. <u>Nina S. [Signature]</u> |
| 6. <u>[Signature]</u> | 13. <u>[Signature]</u> |
| 7. <u>W. [Signature]</u> | 14. <u>Lucia Thompson</u> |

AMENDMENT TO THE COVENANTS OF THE MERRIFIELD VIEW HOMEOW

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AMENDMENT TO THE COVENANTS
MERRIFIELD VIEW HOMEOWNERS ASSOCIATION

CHANGE TO ARTICLE VI, 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 due date, a late charge of \$5.00 shall be added to the unpaid assessment. An additional \$5.00 per month shall be charged for each additional period of thirty (30) days that such assessment is unpaid. When payments are made on accounts with overdue assessments, any such payments received shall be applied first to the oldest amounts in arrears and then to the current assessments and late charges. 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 the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his lot."

Return to: ROBERT S. KESSLER
3801 EVELYN COURT
VIENNA, VIRGINIA 22180

THE UNDERSIGNED AGREE TO THE ABOVE AMENDMENT TO THE COVENANTS (see enclosed lists)

We attest to the authenticity of the following signatures as being those of lot owners in the Merrifield View Homeowners Association. The signatures were procured as follows:

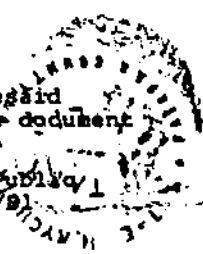
- Evelyn-Hilltop Road signatures obtained by- Bob Kessler
- Balliett Court signatures obtained by- Jim Schultz
- Lafora Court signatures obtained by- Diava Miller
- Bob Garpus

Signed: [Signature] R. Kessler
[Signature] Diava Miller
[Signature] Jim Schultz

State of Virginia
County of Fairfax: to Wit:
On this, the 29th day of April, 1977 in my county aforesaid personally appeared before Robert S Kessler who signed the above document and swore to and acknowledged same.

[Signature]
Esther H. Rychlik, Notary Public
My commission expires 1/28/81

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We, the undersigned members of the Merrifield View Homeowners Association, do hereby amend the Declaration of Covenants, Conditions and Restrictions of the Merrifield View Subdivision, which are dedicated, platted and recorded in Deed Book 3360, at page 367, among the land records of Fairfax County, Virginia.

A new Article XIII

ANIMAL CONTROL

"The Merrifield View Homeowners Association hereby gives the Office of Animal Control the authority to enter the common areas of the Association and enforce the Animal Control Laws of Fairfax County."

The above new article to the Covenants, Conditions, and Restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the property or any part thereof described and recorded in Deed Book 3360 at Page 367, among the land records of Fairfax County, Virginia, and shall inure to the benefit of each owner thereof.

(These Covenants have been amended on: June 10, 1975. Deed Book 4212, Page 259
April 29, 1977 Deed Book 4599 Page 346)

I, Robert S. Kessler, President of Merrifield View Homeowners Association, certify that the attached signatures were signed in my presence by homeowners so qualified to sign and that the regulation governing changes to the Covenants, Condition and Restrictions have been satisfied

Robert S. Kessler (President)

RETURN TO: BOB KESSLER
3801 EVELYN COURT
VIENNA VA 22180

STATE OF VIRGINIA
CITY OF ALEXANDRIA

Seen and subscribed to before me
this 23 Day of Jan 1978
A. H. ...
M. C. Farnham, Notary Public
My Commission Expires 1/1/80

