

**NEWINGTON COMMUNITY ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to NEWINGTON COMMUNITY 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 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.

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

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.

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

Section 7. "Declarant" shall mean and refer to The Yeonas Company, 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 (2/3) 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. 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 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 60 days following the preceding meeting. In the event that two thirds (2/3) of the Class A membership or two thirds 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 five (5) years of the date of incorporation of this Association, the Declarant should develop additional land within the area described in Deed Book 3542 at page 430 and Deed Book 3549 at page 723, among the land records of Fairfax County, Virginia, such additional land may be annexed to said properties without the assent of the Class A members.

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 of 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

The Association shall have three classes of voting memberships:

Class A: Class A members shall be all those owners as defined in ARTICLE III with the exception of Class B members and Class C members. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership in ARTICLE III. When more than one person holds such interest or interests in any lot, all such persons shall be members and 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 anyone lot.

Class B: Class B members shall be the Yeonas Company, a Virginia corporation, and any successor to all or substantially all of the described property in Springfield District, Fairfax County, Virginia. The Class B members shall be entitled to five votes for each lot in which it holds the interest required for membership under ARTICLE III, provided that the Class B membership shall cease and determine on the happening of either of the following events, whichever occurs first:

(a) when the total votes outstanding in the Class A and C membership equals or exceeds the total votes outstanding in the Class B membership or

(b) on January 1, 1975.

Class C: Class C members shall be all those fee owners of lots within Sections 2-T and I-F, Newington Station, Fairfax County, Virginia, being a portion of the land contained in the original charter. This Class shall vote as Class A members.

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 mortgages 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 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 two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) 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 30 days nor more than 60 days In advance;
- (f) the right of the individual lot owners to use at least one automobile parking space in the common area; 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.

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 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 land and 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. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

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 and in particular 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 situated 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 Thirteen and No/100 (\$13.00) per lot, per month, for Class A members owning single family dwellings and Fifteen and No/100 Dollars (\$15.00) per unit, per month for Class A members shall pay the same basic assessment as Class A members owning townhouse units and four-plex units. Class C members shall pay an additional assessment for improvements which are peculiar to and solely within Sections 2-T and I-F, or any subsection therein.

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 (2/3) 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 30 days nor more than 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 each type of dwelling within a given section and may be collected on a monthly basis.

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 percent (60%) of all 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.

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 certificates 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 assessment shall bear interest from the date of delinquency at the rate of six percent 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 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 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 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;
- c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling used shall be exempt from said assessments.
- d) all lots owned by Declarant.

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.

Sections 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 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 provision 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 the arbitrators.

ARTICLE VIII - PROTECTIVE COVENANTS AND RESTRICTIONS

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, structure, alteration, addition or improvements of any character other than interior alterations not affecting the external appearance of a building or structure shall be constructed upon any portion of the Properties unless and until a plan of such construction shall have been approved by the Architectural Control Committee of said Association as to quality of workmanship and materials, harmony of external design with surrounding structures, location with respect to topography and finished grade elevation, the effect of the construction on the outlook from surrounding property and all other factors which will in their opinion affect the desirability or suitability of the construction. No construction shall be commenced and no lot shall be graded except in accord with such approved plan or a modification thereof similarly approved.

2. The Architectural Control Committee is composed of the President, the Vice President and the Secretary of the Association. A majority of the Committee may designate a representative to act for it. In the event of the death, resignation, refusal or inability to act of a member of the Committee, the Board of Directors of the Association shall name a successor to fill the unexpired term. 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 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, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree of a diameter of more than four inches measured two feet above ground level, lying without the approved building driveway and parking areas, 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 Newington Station Subdivision, 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 has been conveyed to the Association. Easements for individual lots for utilities may be established only by the recorded plan of the subdivision, or a granted thereafter by the individual lot owners.
7. No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of The Properties unless shown on the attached plat or unless approved by the Architectural Control Committee.
8. 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. on week days.
9. 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.
10. No livestock including horses, cattle and hogs, not 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 anyone time. Pets shall be restrained and controlled as required by ordinance now or hereafter promulgated by Fairfax County Virginia.

11. 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 planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or 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 like 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.
12. 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.
13. 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. All trash and garbage shall be placed in covered trash cans in the trash area provided. Newington Community 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.
14. 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.
15. 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; provided, however, that boats, campers and trailers may be parked in the parking lot areas immediately adjacent to the swimming pool, but in no other area. After ten (10) days written notice to the owner of any vehicle parked in violation of this covenant, Newington Community Association may remove such vehicle at the expense of the owner thereof.
16. 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. Newington Community Association may impound all such articles and make a charge for their return.
17. No boats, trailers, tent, or any structure 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.
18. 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.
19. The officers of the Newington Community Association shall have the right to grant and create easements across any of The Common Properties and Facilities.
20. The above restrictive covenants shall apply solely to residential dwelling lots, with the exception of those covenants applicable to The Common Properties and Facilities.

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 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 anyone 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 ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be properly recorded, and approved by the Board of Supervisors of Fairfax County, Virginia.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 25th day of January 1972.

THE YEONAS COMPANY

By _____

Jimmie G. Yeonas, Vice President

William C. Ray, Asst. Secretary

This Deed of Dedication, made this 25th day of January 1972, and executed by THE YEONAS COMPANY, a Virginia corporation, the party hereto.

SINGLE FAMILY HOME'S COVENANTS

1. All lots in the tract shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed two and one half stories in height, and a private garage or carport for not more than three 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 structure or alterations to any structure, shall be permitted on any lot in this Subdivision until the plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
3. All fences or enclosures shall be of wood or brick construction, or other special materials, the material and design of which must be approved by the Architectural Control Committee hereinafter named; said fences and enclosures may be constructed only in side or rear yards and shall not extend into the area between the street and the front building restriction line. This restriction is not intended to apply to retaining walls, or to community construction. 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 or 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. All exterior painting must have prior approval of the Architectural Control Committee for a period of four years from the recordation of the covenants.
4. 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.
5. The Architectural Control Committee is composed of the President, the Vice President and the Secretary of the Association. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
6. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives fail 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. Thereafter, approval shall not be required.
7. 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. Pets shall be restrained and controlled as required by ordinance now or hereafter promulgated by Fairfax County, Virginia.

8. No exterior clothes line may be installed except the umbrella type not exceeding 7 feet in diameter. Washing may be dried only between 9 a.m. and 5 p.m. on week days.
9. No structure shall be located on any lot nearer to the front lot line or nearer to the side street lines than the minimum building set back lines required by the zoning ordinances of Fairfax County, Virginia. For the purpose of this covenant, eaves, steps and open porches and uncovered porches shall not be considered as a part of a building or main structure; provided, however, that this shall not be construed to permit any portion of a lot to encroach upon another lot. The right to waive violation of a building restriction line or building set back line shall be exclusively retained by the Architectural Control Committee and duly recorded. The Committee may approve the location of said building which may be in violation of said building restriction line and/or building set back lines; provided, of course, that the violation has been reviewed and waived by the appropriate County Zoning Authorities.
10. The Yeonas Company reserves the right to install required utilities within the front, side or rear yard building restriction areas for a period of five years from the date of the sale of each lot. In each installation, after construction, The Yeonas Company will immediately restore the area to its former condition.
11. No structure of a temporary character, trailer, tent,
 1. shack, garage, barn or other out building shall be used on any lot at any time as residence either temporarily or permanently.
12. No boats, trailers, tent, or any structure of a temporary character, or portable vehicle other than automobiles shall stay parked forward of any dwelling for a period exceeding seven (7) calendar days.
13. 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.
14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container.
15. Any violation of the above covenants shall be deemed to be a continuing one until remedied, and shall be enforceable by appropriate court action instituted at any time by anyone or more lot owners in the subdivision.
16. Invalidation of anyone or more of the covenants herein (or a part thereof) by judgment or court order shall in no wise affect any of the other covenants above set forth which shall remain in full force and effect.

17. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (1~) years, unless an instrument signed by ninety percent (9~%) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
18. Notwithstanding any other provision of this document, none of these covenants will apply to any portion of the land which may in the future be designated for recreation or general community use.
19. 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.

April 1989