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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ABRAMS POINTE Phases 2 and 4

Frederick County, Virginia

Grantors: Richmond American Homes of Virginia, Inc.
Abrams Community Association

Grantees: Richmond American Homes of Virginia, Inc.
Abrams Community Association

PIN: Parent Tract: 55-A-187

Prepared by and Return to:
Sara T. O'Hara, VSB #23036
O'HARA LAW FIRM, PLC
131 E. Broad Street, Suite 208
Falls Church, Virginia 22046

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ABRAMS POINTE
Phases 2 and 4

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of May 18, 2021 by and between **RICHMOND AMERICAN HOMES OF VIRGINIA, INC.**, a Virginia corporation (the "Declarant"), Grantor and Grantee; and **ABRAMS COMMUNITY ASSOCIATION**, a Virginia nonstock corporation (the "Association") Grantor and Grantee.

RECITALS:

A. The Declarant is the owner of **Lots 27 through 49, Lots 122 through 124, Lots 156 through 161, and Lots 180 through 183, ABRAMS POINTE, Phase 2** as the same are duly subdivided, platted and recorded by the Deed of Subdivision (the "**Deed of Subdivision**") recorded contemporaneously herewith among the Land Records (as hereinafter defined).

B. The Association is the owner of **Open Space F, Open Space G, and Open Space H, ABRAMS POINTE, Phase 2** as the same are duly subdivided, platted and recorded by the Deed of Subdivision.

C. The Declarant desires to create on the Property (as hereinafter defined) a residential community which shall have permanent open spaces and other common facilities for the benefit of the community.

D. The Declarant and the Association desire to provide for the preservation of the values of the community and such other areas as may be subjected to this Declaration, and to provide for the maintenance of the open spaces and other facilities, and, to this end, declare and publish their intent to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, it being intended that they shall run with the Property and shall be binding on all persons or entities having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each owner thereof.

E. The Declarant has deemed it desirable for the efficient preservation of the values of said community to create an association to which shall be delegated and assigned the powers of owning, maintaining and administering the common areas and facilities, administering and enforcing the covenants and restrictions made in and pursuant to this Declaration and collecting and disbursing the assessments and charges hereafter created.

F. The Declarant has incorporated ABRAMS COMMUNITY ASSOCIATION as a nonstock corporation under the laws of the Commonwealth of Virginia (the “Commonwealth”), for the purpose of exercising the functions of the Association.

NOW, THEREFORE, the Declarant, for and in consideration of the premises and the covenants and restrictions contained herein, grants, establishes and conveys to each owner of a Lot (as hereinafter defined), with the express concurrence of the Association, mutual, non-exclusive rights, privileges and easements of enjoyment as set forth herein and in common with all other owners of Lots in and to the use of any Common Area (as hereinafter defined) and facilities; and further, the Declarant and the Association declare the Property to be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, easements, charges and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their respective successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. “**Act**” shall mean and refer to the Virginia Property Owners Association Act currently set out in Section 55.1-1800 *et seq.* of the Code of Virginia (1950) as amended, as the same may be amended from time to time.

Section 2. “**Association**” shall mean and refer to Abrams Community Association, a Virginia nonstock corporation, its successors and assigns.

Section 3. “**Association Governing Documents**” shall mean and refer to collectively the Articles of Incorporation, this Declaration, supplementary Declarations, the By-Laws, duly adopted rules and regulations, and duly adopted architectural standards, rules and regulations, all as amended from time to time.

Section 4. “**Board of Directors**” shall mean and refer to the executive and administrative body established by the Articles of Incorporation of the Association as the governing body of the Association.

Section 5. “**Common Area**” shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Members and shall include any private streets shown on an approved plat of the Property and located within the Common Area's boundaries.

Section 6. “**County**” shall mean and refer to Frederick County, Virginia.

Section 7. “**Declarant**” shall mean and refer to Richmond American Homes of Virginia, Inc. and its assigns to whom Richmond American Homes of Virginia, Inc. assigns

any or all of its rights and/or obligations as Declarant pursuant to this Declaration by assignment recorded in the Land Records. Such an assignment shall only operate as to the land which is owned by such assign. If the Declarant consists of more than one (1) person or entity, unless otherwise agreed in writing between the co-Declarants, the rights and obligations of the Declarants shall be several and shall be based upon and apportioned in accordance with the number of Lots that each co-Declarant has made subject to this Declaration.

Section 8. **“Declaration”** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the Property, which Declaration is recorded in the Office of the Clerk of the Circuit Court of Frederick County, Virginia, as the same may be amended, supplemented, restated or otherwise modified from time to time.

Section 9. **“Developer”** shall mean and refer to Richmond American Homes of Virginia, Inc. and its assignees if such assignees receive a written assignment from the Developer.

Section 10. **“Dwelling Unit”** shall mean and refer to any improvement to the Property intended for any type of independent ownership for use and occupancy as a residence by a single household for which a residential use permit has been issued by the County, and shall, unless otherwise specified, include within its meaning (by way of illustration but not limitation) patio or zero lot line homes, townhouses, and detached homes.

Section 11. **“Land Records”** shall mean and refer to the land records of Frederick County, Virginia.

Section 12. **“Lot”** shall mean and refer to a portion of the Property designated as a separate subdivided lot of record or any other parcel of the Property capable of being held in separate ownership, but not including any real property owned by the Association, Common Area, or real estate dedicated for public street purposes.

Section 13. **“Member”** shall mean and refer to every person or entity who holds a membership in the Association, as more particularly set forth in Article II below.

Section 14. **“Mortgagee”** shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the Common Area who has notified the Association of this fact in writing.

Section 15. **“Owner”** shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot, including a contract seller but excluding those holding such interest in a Lot solely by virtue of a contract to purchase a Lot or as security for the performance of an obligation. If more than one (1) person or entity is the record owner of a Lot, the term “Owner” as used herein shall mean and refer to such owners collectively, so that there shall be only one (1) Owner of each Lot.

Section 16. **“Participating Builder”** shall mean and refer to a person or entity (other than the Declarant) who is regularly in the homebuilding business and who purchases land or three (3) or more Lots within the Property for the purpose of constructing improvements for resale, and who is designated as such by the Declarant.

Section 17. **“Property”** shall mean and refer to that certain real property described as **Lots 27 through 49, Lots 122 through 124, Lots 156 through 161, Lots 180 through 183, and Open Space F, Open Space G, and Open Space H, ABRAMS POINTE, Phase 2** as duly subdivided, platted and recorded by the Deed of Subdivision, and such additions thereto which, from time to time, may be annexed under this Declaration in accordance with Article XIII.

ARTICLE II MEMBERSHIP

Section 1. Class A. Every Owner of a Lot which is subject to this Declaration, except the Class B Member, shall be a Class A Member of the Association. Except for the Class B Member, membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration. Ownership of such Lot shall be the sole qualification for Class A membership. No Class A Member shall have more than one (1) membership in the Association for each Lot it owns.

Section 2. Class B. The Class B Member shall be the Declarant, including any successor to or assignee of the Declarant.

ARTICLE III VOTING RIGHTS

Section 1. Classes. The Association shall have two (2) classes of voting membership:

Class A: A Class A Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by the Article entitled “Membership” herein.

Class B: The Class B Member shall have forty (40) votes. A Class B Member shall cease to be a Class B Member upon the happening of any of the following events, whichever occurs first:

- (a) ten (10) years following the date of recordation of this Declaration;
- (b) the completion of construction of all Dwelling Units within the Property by the Declarant and Participating Builders and the release of all improvement bonds posted

with the State of Virginia (the "State"), County or other municipal agency by the Declarant or a Participating Builder in connection with the Property; or

(c) the recordation among the Land Records of a written instrument signed by the Class B Member, specifically terminating such rights.

Section 2. Annexation. Upon annexation of additional properties pursuant to this Declaration, the Class B Member shall have forty (40) votes plus one (1) additional vote for each annexed Lot. In the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived and the number of votes the Class B Member shall have shall be the number of Lots already subject to this Declaration plus the number of annexed Lots plus one. The revived Class B membership shall cease on the happening of any of the following events, whichever occurs first:

(a) ten (10) years following the date of annexation of the property;

(b) the completion of construction of all Dwelling Units within the Property by the Declarant and Participating Builders and the release of all improvement bonds posted with the State, County or other municipal agency by the Declarant or a Participating Builder in connection with the Property; or

(c) the recordation among the Land Records of a written instrument signed by the Class B Member, specifically terminating such rights.

Section 3. Multiple ownership interests.

Class A: If more than one (1) person or entity holds an ownership interest in any Lot, the vote for such Lot shall be exercised as the owners of the Lot among themselves determine and may be exercised by any one (1) of the people or entities holding such ownership interest, unless any objection or protest by any other holder of such ownership interest is made prior to the completion of a vote, in which case the vote for such membership shall not be counted, but the Member whose vote is in dispute shall be counted as present at the meeting for quorum purposes if the protest is lodged at such meeting. In no event shall more than one (1) vote be cast with respect to any Lot owned by a Class A Member.

Class B: If there is more than one Class B Member, unless otherwise agreed in writing between the Class B Members, the Class B votes shall be divided between or among them in proportion to the number of Lots existing on the property each Class B Member has subjected to this Declaration.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Member's 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 Lot, subject to:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility located on the Common Area to Members or non-Members;

(b) the right of the Association to limit the number of guests of Members or non-Members on the Common Area;

(c) the right of the Association, subject to Virginia Code Section 55.1-1819, as amended from time to time, to adopt and enforce rules and regulations governing the Common Area, the Lots and such other areas of responsibility assigned to the Association by the Association Governing Documents, including without limitation, the imposition of charges for the violation thereof;

(d) the right of the Association, subject to the limitations and requirements of Virginia Code Section 55.1-1819 as amended from time to time, to (i) suspend a Member's right to use facilities or services, including utility services, provided directly through the Association for nonpayment of Assessments (as defined in Article V), to the extent that access to the Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant, and (ii) assess charges against any Member for any violation of the Association Governing Documents for which the Member or its family members, tenants, guests or other invitees are responsible;

(e) the right of the Association to borrow money for the improvement, maintenance or repair of the Common Area or facilities or to satisfy a superior mortgage or deed of trust at a foreclosure of an assessment lien on a Lot and in aid thereof, with the assent of at least two-thirds (2/3) of the votes of each class of Members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present, to mortgage the Common Area, subject to this Declaration and the easement of enjoyment created hereby, and to acquire property encumbered by a lien or liens of a mortgage or deed of trust; provided that any such mortgage of the Common Area must state that it is subject to this Declaration and the easement of enjoyment created hereby and shall not be in conflict with its designation as "open space";

(f) the right of the Association at any time or upon dissolution or termination of the Association, and consistent with the then-existing zoning ordinances of the County and its designation of the Common Area as "common open space", to dedicate

or transfer all or any part of the Common Area for such purposes and subject to conditions as may be agreed to by the Members. Except in the case of dissolution or termination, any such dedication or transfer shall have the assent of at least two-thirds (2/3) of the Members entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present, written notice of which shall be sent to all Members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. Upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents. The resubdivision or adjustment of the boundary lines of the Common Area, the dedication to the County for public purposes, the dedication or transfer to a governmental entity pursuant to or in lieu of a condemnation, the conveyance of a Lot acquired by foreclosure of an assessment lien or deed in lieu thereof, and the granting of easements by the Association shall not be deemed a dedication or transfer within the meaning of this Article, and shall not require the consent of Members;

(g) the right of the Association to grant, with or without payment to the Association, licenses, rights-of-way and easements through or over any portion of the Common Area;

(h) the right of the Association to lease the Common Area to Members or non-Members;

(i) the right of the Declarant or the Association to resubdivide and/or adjust the boundary lines of the Common Area as either deems necessary for the orderly development of the subdivision;

(j) all rights reserved by the Declarant in the Article herein entitled "Easements";

(k) the right of the Declarant and Participating Builders to erect, maintain and operate real estate sales and construction offices, displays, signs and other facilities for sales, marketing and construction purposes, with the proviso that the Declarant may require a Participating Builder to return the Common Area or improvement thereon used for such purposes to a condition that conforms to the Association Governing Documents;

(l) the right of the Declarant or the Association to dedicate the Common Area or portions thereof to the County or Commonwealth for public street purposes; and

(m) the right of the Association to assign parking spaces, which need not be assigned to all Lots, and need not be the same number of spaces for each Lot.

Notwithstanding a Member's right of enjoyment of the Common Area, no Member, its tenants or guests shall use, control or appropriate any portion of the Common Area in a way contrary to the rights of use of other Members or the Association, including but not

limited to mowing, weeding, mulching or treating the Common Area with lawn or garden applications, or placing any personal property, pathways, firewood, firepits, birdhouses, landscaping, compost, spoil dirt or rocks, yard debris, etc. on the Common Area. Violations may result in fines, required restoration, or other restitution.

Section 2. Delegation of Use. Any Member may delegate its right of enjoyment to the Common Area and facilities to the members of its immediate household, its tenants or contract purchasers who reside on the Member's Lot. However, by accepting a deed to such Lot, every Owner covenants that should the Owner rent its Lot, (a) the rental agreement shall contain specific conditions which require the tenant to abide by all Association Governing Documents, and (b) the Owner will provide its tenant with a complete set of all Association Governing Documents. [See Article VI, Section 35 for further lease requirements.]

ARTICLE V ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Subject to the limitations in Section 12 which expressly exempts the Declarant and any Participating Builder from payment of Assessments (as hereinafter defined) which are unoccupied as a residence, the Declarant covenants, for each Lot owned, 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 instrument of conveyance, is deemed to covenant and agree to pay to the Association: (a) General Assessments (as hereinafter defined) or charges, (b) Service Assessments (as hereinafter defined), (c) Special Assessments (as hereinafter defined) for capital improvements or other specified items, and (d) Working Capital Assessment (as hereinafter defined). Such assessments are to be established and collected as hereinafter provided. The Association's General, Service, Special and Working Capital Assessments (individually, an "**Assessment**" and collectively, "**Assessments**"), together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each Assessment is made. Each Assessment, together with interest, late fees, associated costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment fell due and shall not be the personal obligation of a successor in interest unless expressly assumed by such successor. The Board shall determine the amount of the General Assessment before the beginning of each fiscal year in connection with the preparation of the Association's annual budget as provided in the By-Laws and may do so at more frequent intervals should circumstances so require. The General Assessment, when assessed for each year, shall become a lien on the Lot in the amount of the entire General Assessment but shall be payable in accordance with a resolution of the Board of Directors, in equal installments collected on a monthly, bi-monthly, quarterly, semi-annual or annual basis.

Section 2. Purpose of Assessment. The Assessments shall be used to promote the recreation, health, safety and welfare of the residents and Owners of the Property, for the improvement and maintenance of the Common Area, including but not limited to the construction of improvements and maintenance of services and facilities devoted to these purposes or related to the use and enjoyment of the Common Area or other property which the Association has the obligation to maintain, procurement of insurance, payment of taxes and other fees and for such other purposes as the Board of Directors may determine to be appropriate.

Section 3. General Assessment.

(a) The Association must levy in each of its fiscal years a general assessment (the "**General Assessment**"), against each Lot. The amount of such General Assessment shall be established by the Board of Directors at least forty-five (45) days in advance of the commencement of each fiscal year and written notice of such General Assessment shall be sent to every Owner at least thirty (30) days in advance of the commencement of each fiscal year. If property is subjected to this Declaration other than on January 1st, the first annual General Assessment shall be adjusted according to the number of months remaining in the calendar year.

(b) The amount of the General Assessment shall be determined by the Board of Directors according to its estimate of the cost of providing services or rights of use which are common to all of the Lots or which the Board of Directors determines shall be shared equally by all the Lots.

Section 4. Service Assessment. The Association may, but is not required to, levy in each of its fiscal years or portion thereof, a separate service assessment (the "**Service Assessment**") against specified Lots within the Property. The amount of the Service Assessment shall be determined by the Board of Directors according to its estimated cost of providing services, reserves, or rights of use to the benefited Lots, which services or rights are not enjoyed by all of the Members and are primarily for the benefit of the Members owning the benefited Lots, or according to costs required to bring a Lot into compliance with the Association Governing Documents, or to restore the Common Area disturbed by an Owner in violation of these covenants.

Section 5. Special Assessment. In addition to the other assessments authorized herein, the Association may levy, in any fiscal year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including the fixtures and personal property related thereto, unanticipated expenses, or for any other specified purpose (the "**Special Assessment**"). The Special Assessment will be levied against all of the Lots benefitted by the Special Assessment as determined by the Board of Directors. A majority of votes cast, in person or by proxy, at a meeting of the Members whose Lots are to be made subject to the Special Assessment convened in accordance with the provisions

of the Association's By-Laws within sixty (60) days of promulgation of the notice of the Special Assessment will rescind or reduce the Special Assessment. A Special Assessment greater than twenty percent (20%) of the General Assessment must have the assent of the Class B Member.

Section 6. Working Capital Assessment. Because of the desirability of creating working capital for the initial operation of the Association and establishing adequate initial reserve funds, the Declarant establishes a working capital assessment (the "**Working Capital Assessment**") in addition to the General, Service and Special Assessments authorized above, to be payable by an initial purchaser. The initial purchaser is a purchaser from the Declarant or a Participating Builder of a Lot for which a residential use permit has been issued. The Working Capital Assessment shall be collected at settlement. The Working Capital Assessment shall be Two Hundred Dollars (\$200.00). The Working Capital Assessment shall be applied to operating expenses, contingencies, or a capital asset replacement fund as the Board sees fit in its sole discretion. Such Working Capital Assessments shall not be considered an advance payment of a General, Service or Special Assessment.

Section 7. Rate of Assessment. The General Assessment shall be fixed at a uniform rate for all Lots, except for Lots owned by the Declarant or a Participating Builder which are unoccupied as a residence, and the Service Assessments and Special Assessments shall be fixed at a uniform rate for all Lots benefited by the particular Assessment, except for Lots owned by the Declarant or a Participating Builder which are unoccupied as a residence. Each Lot owned by the Declarant or a Participating Builder which is unoccupied as a residence shall be exempt from Assessment.

Section 8. Notice of Assessment and Certificate. Written notice of the General Assessment shall be sent to every Member at least thirty (30) days in advance of the commencement of each fiscal year. Written notice of Service Assessments and Special Assessments shall be sent to every Member assessed therefor within thirty (30) days of adoption of such Service or Special Assessment by the Board of Directors, or the Members if applicable. The due dates for payment of the Assessments shall be established by the Board of Directors. The Association shall, within ten (10) days of receipt of a request, furnish a certificate in writing signed by an officer or authorized agent 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 9. Failure to Assess. Failure of the Board of Directors to fix Assessment amounts or rates or to post, deliver or mail each Owner an Assessment notice shall not be deemed to be a waiver, modification, or release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new

Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections based on the difference between the old and new Assessments.

Section 10. Remedies of the Association in the Event of Default. Subject to the limitations and requirements of Virginia Code Sections 55.1-1819 and 55.1-1833, as amended from time to time, if any Assessment pursuant to this Declaration is not paid within thirty (30) days after its due date, the Assessment shall bear interest from the date of delinquency at the judgment rate provided for in the Code of Virginia. In addition, in its discretion, the Association may:

- (a) impose a penalty or late charge as previously established by rule;
- (b) bring an action at law against the Owner personally obligated to pay the same and/or perfect and enforce the lien against the Lot in accordance with Virginia Code Section 55.1-1833, as amended from time to time, and interest, associated costs and reasonable attorneys' fees shall be added to the amount of such Assessment. A suit to recover a money judgment for nonpayment of any Assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without perfecting, foreclosing or waiving the lien provided for herein to secure the same;
- (c) suspend a Member's voting rights, remove a member from office if an Assessment is more than sixty (60) days past due (including on the Board of Directors or any committee), and suspend a member's right to use facilities or services, including utility services, provided directly through the Association to the extent that access to the Lot through the Common Area is not precluded and provided such suspension does not endanger the health, safety, or property of any owner, tenant or occupant. No Assessment shall be refunded in the event of suspension. As provided in the By-Laws, no Member whose Lot's Assessment is more than thirty (30) days past due shall be eligible to be elected or appointed as a director; and
- (d) accelerate the due date of the unpaid Assessment so that the entire balance shall become due, payable and collectible.

No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or facilities, abandonment of its Lot, or the failure of the Association or the Board of Directors to perform their duties.

Section 11. Subordination of the Lien to Mortgages. In accordance with Virginia Code Section 55.1-1833, as amended from time to time, a perfected lien of the Assessments shall be subordinate to sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said Assessment lien. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a deed of trust or mortgage, or any conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payment thereof which became due prior to such sale

or transfer. No such sale or transfer shall relieve such Lot from liability for or the lien of any Assessment which thereafter become due or from the lien thereof, nor relieve the defaulting Owner from personal liability for the Assessments accrued prior to such sale or transfer.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments created herein: (a) all property dedicated to and accepted by a public authority, and (b) Lots owned by the Declarant or a Participating Builder which are unoccupied as a residence, and (c) the Common Area, however, no land or improvements devoted to residential use shall be exempt from said Assessments.

Section 13. Reserves for Replacements. The Association shall establish and maintain a reserve fund for the maintenance, repair and replacement for those parts of the Common Area and improvements located thereon which may be replaced or require maintenance on a periodic basis by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board of Directors, which reserve fund shall be sufficient, in the sole opinion of the Board of Directors, to accommodate such future maintenance, repair and replacement and which shall be a component of the General Assessment or Service Assessment. Such reserves shall be payable in regular installments rather than by Special Assessment. Such fund shall be conclusively deemed to be an expense shared equally by all Lots as provided for in Article V, Section 3(b) or benefited Lots as provided for in Article V, Section 4 and may be deposited with any banking institution, the accounts of which are insured by any state or by any agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacement of the Common Area may be expended only for the purpose of effecting the replacement of the Common Area, major repairs to and replacement of any improvements within the Common Area, including but not limited to buildings, recreation facilities, sidewalks, parking areas, streetscape elements, private streets or roadways developed as a part of the Property, streetscape elements, and equipment replacement. Reserve funds assessed in accordance with Article V, Section 4 shall be used only for the benefited Lots. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of the Member's Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 14. Loans from Declarant. The Declarant shall have the option, but not the obligation, to loan money and/or to provide in-kind services to the Association for the purpose of defraying and/or funding cash operating deficits to the Association and for such purposes as the Declarant may deem necessary or desirable in the Declarant's sole and absolute discretion. Any such loans shall be on such terms and at such rates as are commercially reasonable to enable the Association to comply with its obligations under this Declaration. Such loan or loans may be in lieu of, or in addition to, loans obtained by the

Association from other parties. Any such loan shall be represented and secured by one or more promissory notes of the Association and shall be listed and disclosed as "Loans from Declarant" on all annual budgets and year-end financial statement of the Association and shall be obligations of the Association that are repayable from Assessments and/or any other source of income/revenues received by the Association. The Declarant shall have the express right, but not the obligation, to forgive, extend the term of or reduce in whole or in part, any amounts due and payable by the Association under the Loans from Declarant.

ARTICLE VI
RESTRICTIVE COVENANTS

Section 1. Use. The Property will be used for single-family residential purposes only.

Section 2. Modifications. No structure or addition to a structure shall be temporarily or permanently erected, placed, altered or externally improved on any Lot until the plans and specifications, including design, elevation, material, shape, height, color and texture, and a site plan showing the location of all improvements with all drainage and grading modifications, shall be filed with and approved in writing by the Architectural Review Board (hereinafter defined), and, if required, by appropriate County authorities and, where required, appropriate construction permits are obtained. **"Structure"** shall include, but not be limited to, any temporary or permanent building or portion thereof, storage shed, shed, storage container, pen, kennel, run, wall, deck, garden or yard decoration, decorative lawn ornament, landscaping, play equipment (including basketball backboards and basketball hoops), sign, greenhouse, skylight, storm doors, solar panel, mailbox, fence, decorative fencing, patio, pool, pavement, driveway or appurtenances to any of the aforementioned. If the structure is to be temporary, the amount of time desired shall be included in the application. This requirement shall apply to the erection, placement, alteration or improvement of any Structure whether or not another restriction within this Declaration contains more specific requirements for a given situation and should not be limited by the presence of another more specific restriction or covenant.

Section 3. Childcare. Childcare may be provided within a Dwelling Unit if allowed by the County. Any childcare provided must comply with all County ordinances and regulations. The Board has the authority to adopt further rules and regulations regarding this Section as it may from time to time consider necessary or appropriate.

Section 4. Laundry. No exterior clothes lines or hanging device shall be permitted on any Lot, except for an umbrella-type with a diameter not to exceed seven (7) feet, or a retractable clothesline not extending over twenty-eight (28) feet; provided, however, that the same may only be used in the rear of any Dwelling Unit constructed on said Lot, and further provided that the clothes line is stored within a utility building or the equivalent or retracted when the clothes line is not in use.

Section 5. Sight Lines. No fence, wall, tree, hedge, shrub or other landscape feature shall be installed, planted or maintained in such a manner as to obstruct sight lines for vehicular traffic on public or private streets. There shall be no planting, fence, shrubbery or other obstruction placed or maintained on any corner Lot which rises more than three (3) feet above ground level within twenty-five (25) feet of the intersection of any street lines.

Section 6. Yard Maintenance. An Owner shall, at all times, maintain its property (real and personalty) and all appurtenances thereto in good repair and in a state of neat appearance. All grassy areas of a yard shall be kept mowed and shall not be permitted to grow beyond a reasonable height as may be established from time to time by the Architectural Review Board. Each Owner is responsible for turf maintenance in the street right-of-way abutting its Lot. Except as required for proper sight lines, no live tree of a diameter of more than four (4) inches measured two (2) feet above ground level shall be removed from any Lot without the approval of the Architectural Review Board. Any County-required approvals must also be obtained before the removal of a tree.

Section 7. Below Ground Lines. Except for hoses reasonably necessary in connection with landscape maintenance, no pipes, cables or transmission lines may be installed upon a Lot above the surface of the ground except for those located in easements existing prior to the recordation of this Declaration or as approved by the Architectural Review Board.

Section 8. Snow Removal. An Owner must remove any snow and ice from the sidewalks abutting its Lot within the time period set by the County, or the Architectural Review Board or the Board of Directors in its absence.

Section 9. Noxious Activity. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done or placed thereon which is or may become an annoyance or nuisance to the neighborhood, other Members or residents. It is specifically intended that this restriction apply to any activity carried on upon the Property, even if such activity is covered in more detail in another restriction.

Section 10. Signs. The only signs permitted on the Property shall be customary home and address signs, security system signs, and real estate sale signs which have received the prior written approval of the Architectural Review Board or as otherwise authorized by the Architectural Review Board ("**Permitted Signs**"). All Permitted Signs advertising the property for sale shall be removed within three (3) days from the date of the conveyance of the Lot. No sign may exceed five (5) square feet in area. No "For Rent" signs are permitted.

Section 11. Animals. No domesticated or wild animal shall be kept, maintained, boarded or raised, regardless of number, on any Lot or within any Dwelling Unit or on any part of the Property, except that this shall not prohibit the keeping of a reasonable number

of dogs, cats, caged birds or other small domestic animals as pets provided (i) they are not kept, bred or maintained for commercial or charitable purposes; (ii) such domestic pets are not a source of annoyance or nuisance to the neighborhood, other Members or residents; and (iii) such pets are maintained in strict conformance with all laws and ordinances. Pets must be attended at all times outdoors and shall be registered, licensed and inoculated as may be required by law. Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed or supervised within an Association-designated Off-Leash Area. The Architectural Review Board shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate. Law enforcement and animal control personnel shall have the right to enter the Property to enforce animal control laws and ordinances.

Section 12. Trash. Trash, garbage or other waste (refuse) must be kept in sanitary refuse containers with lids. Except those receptacles designed for refuse accumulation located in the Common Area, refuse containers shall not be stored outside and shall not be permitted to remain in public view except on days of trash collection and the preceding evening or as otherwise authorized by the Architectural Review Board. The Board of Directors may formulate and adopt reasonable rules and regulations relating to the size, shape, color and type of refuse container(s) permitted and the manner of storage (which may include but not be limited to specified storage locations and visual screening) of refuse containers on any Lot. No accumulation or storage of litter, new or used building materials, or refuse of any kind shall be permitted on any Lot, including on or under decks.

Section 13. Antennae, Satellite Dishes. To the extent not inconsistent with federal law, exterior television and other antennae, including satellite dishes, are prohibited, unless approved in writing by the Architectural Review Board. The Architectural Review Board shall adopt rules for the installation of such antennae, which rules shall require that antennae and satellite dishes be placed as inconspicuously as possible and screened from view; provided, however, that all such rules relating to antennae and satellite dishes shall not unreasonably delay installation, interfere with reception or increase the cost of installation. It is the intent of this provision that the Architectural Review Board shall be able to strictly regulate exterior antennae and satellite dishes to the fullest extent of the law and should any regulations adopted herein or by the Architectural Review Board conflict with federal law, such rules as do not conflict with federal law shall remain in full force and effect.

Section 14. Exterior Lighting. No exterior lighting on a Lot shall be directed outside the boundaries of the Lot. No flood lights or security lighting is permitted on the front or sides of Dwelling Units except that acceptable post lamps may be used to illuminate front lead walks.

Section 15. Seasonal Lighting, Decorations and Sounds. The Board of Directors may adopt rules and regulations limiting the location, days, length of time and time of day of display of seasonal lighting, decorations and sounds, the quantity and types of seasonal

lighting and decorations, the wattage of seasonal lighting, and the loudness of seasonal sounds.

Section 16. Solar Energy Collection Devices. No solar energy collection device shall be placed on a Lot without the prior approval of the Architectural Review Board or the Board of Directors, which can place reasonable restrictions on the size, place and manner of placement of any solar energy collection device. No solar energy collection device shall be placed on the Common Area without the approval of the Board of Directors.

Section 17. Flags and Flagpoles. The Owner or resident of any Lot shall not be prohibited from displaying the flag of the United States, provided however, that the Association may, pursuant to the Act, restrict the time, size, place, duration and manner of placement or display of any flag(s) on any Lot, parcel and/or Common Area. Notwithstanding the foregoing, free standing flagpoles shall not be permitted on any single family attached (townhouse) residential Lot.

Section 18. Paint, Stain and Siding. No person shall paint, stain or re-side the exterior of any structure or portion thereof with a color or material different than the original color and material of said structure or portion thereof without the proposed color and material having been first approved in writing by the Architectural Review Board.

Section 19. Exteriors of Structures. The exteriors of all structures, including, without limitation, walls, doors, windows and roofs, shall be kept in good maintenance and repair. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction. In the event of fire, windstorm or other damage, the exterior of a structure shall not be permitted to remain in a damaged condition for longer than three (3) months, unless expressly excepted by the Architectural Review Board in writing. In the event a Dwelling Unit is destroyed, within sixty (60) days from said destruction, the Owner shall clear away the remaining portion of the Dwelling Unit and maintain the Lot in a neat and orderly condition.

Section 20. Window Coverings. No sheets, bedspreads, blankets, reflective window film, cardboard, boards or the like shall be used as window coverings. Window dressings such as curtains, drapes, shades, blinds, shutters, and the like are acceptable. Window coverings shall be maintained in good condition.

Section 21. Fences. No fence or enclosure shall be erected or built on any Lot until first approved in writing by the Architectural Review Board as to location, height, material, color and design. No fence, enclosure or hedge shall be constructed or planted in the front of or along the side of any Dwelling Unit. On corner Lots, no fence, enclosure, or hedge shall be constructed or planted in the front or along the side of a Dwelling Unit or within ten (10) feet of a public street. Rear yard fencing, enclosures, and hedges may not exceed six (6) feet in height. All fencing must be constructed of wood, composite lumber (e.g., TREX), masonry, iron, or PVC material. No chain link fencing is allowed. The Board of Directors

has the authority to adopt further rules and regulations concerning the location, height, material, color and design of fences. Any fence or wall built on any Lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 22. Vehicles. No inoperable, junk, unregistered, unlicensed or uninspected vehicle shall be kept on the Property or on public streets within the development, other than in a garage. No portion of the Property shall be used for the repair of a vehicle. The Association shall not be required to provide a storage or maintenance area for these vehicles. No vehicle, ATV, snow machine, motorbike or powered toy or scooter shall be operated on any Common Area open space, sidewalk or trail. The use of any motorized vehicle in the Common Area shall be an unauthorized trespass on such property and this covenant is notice to all that such trespass is forbidden. The use of such motorized vehicle as prohibited in this Section shall subject the trespasser to criminal prosecution.

Section 23. Commercial Vehicles. No commercial or industrial vehicle, such as but not limited to moving vans, trucks, tractors, trailers, vans, wreckers, tow trucks, hearses and buses, shall be regularly or habitually parked or parked overnight on the Property other than in a garage, except upon the prior written approval of the Architectural Review Board. Commercial vehicles shall be deemed to include cars and vans in styles normally used for non-commercial purposes but containing visible commercial materials. The Association shall not be required to provide a storage area for these vehicles.

Section 24. Recreational Vehicles. No recreational vehicles or equipment, such as but not limited to boats, boating equipment, boat trailers, travel trailers or trailers of any kind, mobile homes, motor homes, camping vehicles or camping equipment shall be parked on the Property, other than within a garage, without the prior, written approval of the Architectural Review Board, as to location, size, screening and other relevant criteria. The Association shall not be required to provide a storage area for these vehicles.

Section 25. Towing. The Board of Directors shall have the right to tow any vehicle, boat or trailer (and related equipment) parked or kept in violation of the covenants and restrictions contained within this Article, at the vehicle owner's sole expense and upon notice in accordance with applicable provisions of the Association's rules and regulations. In addition, except as specifically provided in this Section, the Board of Directors shall have the right to tow any vehicle, boat or trailer (and related equipment) that is parked or kept in violation of the Association's rules and regulations, at the vehicle owner's sole expense, with or without notice in accordance with such rules and regulations.

Section 26. Dwelling Units. One-story houses shall have at least 1,750 square feet of living space. Two-story houses shall have at least 950 square feet of living space on the first floor above ground and a total living space of at least 1,950 square feet. All other house configurations, such as, but not limited to, Cape Cod, Saltbox, Multi-level, and Tri-level shall have at least 1,950 square feet of usable, finished living space. Living

space shall be computed using outside foundation measures and shall be exclusive of carports, garages, and basements. Roof pitch shall be at least 6/12. The foundation on the front elevations of all houses shall have a brick veneer or finished masonry other than poured molded concrete or parget block from the house plate to the ground surface. No brick veneer or finished masonry is required on the side or rear elevation of any homes.

Section 27. Setbacks. All Lots are required to observe any setback lines, and/or side lines and/or rear yard lines as shown on the plat recorded with the Deed of Subdivision (defined in Recital A hereof), in addition to those applicable requirements of the County Ordinance.

Section 28. Driveways. Every Owner will provide its Lot with off-street parking space of at least 450 square feet, which may include all area in any driveway located on the Lot itself, to be used by the residents of the Dwelling Unit located on said Lot. It is the intent of this restriction that parking space for at least two (2) vehicles be provided on each Lot. All driveways are to be constructed of concrete.

Section 29. Garages. No detached garage or carport is permitted on any Lot. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the Architectural Review Board.

Section 30. Accessory Buildings. Any utility, accessory, or other out-building on a Lot must be of the same material and construction as the Dwelling Unit and must follow the same color scheme as the Dwelling Unit on such Lot.

Section 31. Above-Ground Pools. Above-ground pools are not allowed.

Section 32. Hunting. No hunting, trapping of any kind, or discharge of a firearm or other weapon is allowed on any Lot or Common Area.

Section 33. Open Burning. Open burning is not permitted on any Lot, except that outdoor fireplaces, grills and chimneys may be used only if equipped with fire screens to prevent the discharge of embers and ashes.

Section 34. Common Area. No Member, its tenants or guests shall use, control or appropriate any portion of the Common Area in a way contrary to the rights of use of other Members or the Association, including but not limited to mowing, weeding, mulching or treating the Common Area with lawn or garden solutions, or placing personal property, pathways, firewood, firepits, birdhouses, landscaping, compost, spoil dirt or rocks, yard debris, etc. on the Common Area. Violations may result in fines, required restoration, or other restitution.

Section 35. Leases. Any rental agreement for a Dwelling Unit or portion thereof must be for an initial period of at least six (6) months, must be in writing and must be subject to the Association Governing Documents. Every such rental agreement must include a provision stating that any failure by the tenant, its household members or guests, to comply with the terms of the Association Governing Documents shall be a default under the rental agreement, and the Owner shall be responsible for enforcing this provision. The Owner shall provide the Association with a copy of the rental agreement, including the names and contact information of the tenants and authorized occupants, any authorized agent of the Owner, and vehicle information for such tenants and authorized occupants. The Owner may redact the financial information from the rental agreement if it chooses. The Owner shall provide the Association with the tenant's acknowledgement and consent to the Association Governing Documents.

Section 36. Declarant's Activities. The provisions of this Article shall not apply to the development of the Property or the construction of improvements on the Property by the Declarant, its assigns or by a Participating Builder. The Declarant and its assigns may, during their construction and/or sales period, erect, maintain and operate real estate sales and construction offices, model homes, displays, signs and special lighting on any part of the Property and on or in any building or structure now or hereafter erected thereon, and the Declarant may require a Participating Builder to return any Lot or improvement used for such purposes to a condition that conforms to this Declaration and adopted architectural standards, rules and regulations.

Section 37. Rules and Regulations. The Board of Directors has the authority to enforce these covenants and restrictions and the Association Governing Documents and to adopt such further rules and regulations regarding this Article as it may from time to time consider necessary or appropriate.

Section 38. Enforcement. Notwithstanding any other provision herein to the contrary, in the event any Owner, its family members, tenants or guests should violate any of the provisions in this Article VI, the Association or its agent, during normal business hours, shall have the right (after providing the applicable Owner all required notice and other due process rights pursuant to the Act) to do any and all work reasonably necessary in the opinion of the Association, to correct the violation and/or to keep a Lot, whether unimproved, improved or vacant, in neat and good order, such cost and expense to be paid by the Owner to the Association upon demand and if not paid within thirty (30) days thereof, then to become a lien upon the Lot affected. The Association or its agent, shall further have the right (upon like notice and conditions) to cause to have trimmed or pruned, at the expense of the Owner, any hedge, tree or any other planting that, in the opinion of the Association, by reasons of its location on the Lot, or the height to or the manner in which it is permitted to grow, is detrimental to the adjoining Lots or contrary to the rules and regulations of the Association. The lien provided under this Section shall have the same priority and shall be enforced in the same manner as a Service Assessment lien.

ARTICLE VII
ARCHITECTURAL REVIEW BOARD

Section 1. Committees and Composition. As long as the Declarant or a Participating Builder owns a Lot within the Property, the Architectural Review Board shall consist of two (2) committees: the New Construction Committee and the Modifications Committee (the "**Committees**"). When neither the Declarant nor a Participating Builder owns a Lot within the Property, the New Construction Committee shall be terminated. If either or both of the Architectural Review Board Committees does not exist, the Board of Directors shall act in its stead. Each Committee of the Architectural Review Board shall be comprised of three (3) or more members. Members shall serve staggered three (3) year terms as determined by the Board of Directors.

Section 2. Method of Selection. The Developer shall appoint the persons to serve on the New Construction Committee. The Board of Directors shall appoint the persons to serve on the Modifications Committee. After the termination of the Class B membership, no member of the Modifications Committee may be a director. The Developer may assign its rights under this Article to a Declarant or non-Declarant by a written assignment.

Section 3. Removal and Vacancies. Members of the Modifications Committee of the Architectural Review Board may be removed by the Board of Directors at any time with or without cause. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

Section 4. Officers. At the first meeting of the Modifications Committee of the Architectural Review Board following each annual meeting of Members, the Modifications Committee shall elect from among themselves a chairperson, a vice-chairperson and a secretary who shall perform the usual duties of their respective offices. The Developer shall appoint the chairperson and secretary of the new Construction Committee.

Section 5. Duties. The Committees of the Architectural Review Board shall regulate the external design and appearance of the Property and the external design, appearance and location of the improvements thereon in such a manner so as to preserve and enhance property values and to maintain harmonious relationships among structures and the natural vegetation and topography. During the period the Architectural Review Board is comprised of the two (2) committees described above, the New Construction Committee shall regulate all initial construction, development or improvements on the Property, and associated violations and non-compliance. The Modifications Committee shall regulate all modifications and changes to existing improvements on the Property and associated violations and non-compliance. In furtherance thereof, the Committees of the Architectural Review Board shall:

(a) review and approve or disapprove written applications of Owners for proposed alterations or additions to Lots;

(b) periodically inspect or cause to be inspected, the Property for compliance with adopted, written architectural standards, rules and regulations and approved plans for alteration;

(c) enforce violations of the restrictive covenants and any rules and regulations, decisions of the Architectural Review Board, and non-compliance with procedures of the Architectural Review Board;

(d) adopt and publish architectural standards, rules and regulations as contemplated in Article VI subject to the confirmation of the Board of Directors;

(e) adopt procedures for the exercise of its duties subject to the confirmation of the Board of Directors; and

(f) maintain or cause to be maintained complete and accurate records of all actions taken by the Architectural Review Board.

Approval by the Architectural Review Board of a correctly filed application shall not be deemed to be an approval by applicable governmental authorities nor a waiver of the applicant's obligation to obtain any required governmental approvals or to comply with applicable local ordinances.

Section 6. Failure to Act. In the event the Architectural Review Board fails to approve or disapprove a properly completed and correctly filed application within forty-five (45) days of the verified receipt of the complete application by the Architectural Review Board, approval by the Architectural Review Board shall be deemed granted, except for those applications for additions or alterations prohibited by this Declaration, in which case no disapproval is necessary to uphold the prohibition. Failure of the Architectural Review Board or the Board of Directors to enforce the Association Governing Documents or to notify an Owner of noncompliance with the Association Governing Documents or approved plans for any period of time shall not constitute a waiver by the Architectural Review Board or the Board of Directors of the enforcement of this Declaration at any later date.

Section 7. Enforcement. Any exterior addition, change or alteration made without application to, and approval of, the Architectural Review Board shall be deemed to be in violation of the Association Governing Documents and may be required by the Board of Directors (or by the Declarant during such time as there is a Class B Member) to be restored to its original condition at the offending Owner's sole cost and expense.

Section 8. Appeal. Any aggrieved party may appeal a decision of the Architectural Review Board to the Board of Directors by giving written notice of such appeal to the Board of Directors within twenty (20) days of the decision.

ARTICLE VIII
EASEMENTS

Section 1. Blanket Easements. The Declarant grants and the Association reserves a blanket easement to the Association, its directors, officers, agents and employees, to any manager employed by or on behalf of the Association, and to all police, fire, ambulance personnel and all similar persons, to enter upon the Property in the exercise of the functions provided for by this Declaration, Articles of Incorporation, By-Laws and rules of the Association, and in the event of emergencies and in the performance of governmental functions.

Section 2. Development. The Declarant and Participating Builders and their agents and employees shall have a right of ingress and egress over the Common Area as required for construction on and development of the Property. The Declarant shall have an easement over the Lots and Common Area to perform inspections required by the County and to perform or complete any work required by the County.

Section 3. Exercise of Easement Rights. When not an emergency situation or a governmental function, the rights accompanying the easements provided for in Sections 1 and 2 of this Article shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to, and with the permission of, any Owner or tenant directly affected.

Section 4. Encroachments. If any improvement on the Property now or hereafter encroaches on any other portion of the Property by reason of (a) the original construction thereof by the Declarant or its assigns, which shall include, but not be limited to, any driveway which encroaches over a Lot's boundary line and draining of rainwater from roofs, (b) deviations within normal construction tolerances in the maintenance, repair, replacement or reconstruction of any improvement, or (c) the settling or shifting of any land or improvement, an easement is hereby granted to the extent of any such encroachment for both the encroachment and its maintenance for the period of time the encroachment exists. The owner of the encroaching improvement shall also have an easement for the limited purpose of maintenance of the encroaching improvement. This easement does not relieve any Owner or any other person from liability for such Owner's or other person's negligence or willful misconduct or excuse the violation of County ordinances.

Section 5. Utilities. There is reserved to the Declarant a right to grant non-exclusive easements over any Lot or Common Area for the purposes of installing, repairing and/or maintaining utility lines of any sort, including but not limited to storm drains and drainage swales, sanitary sewers, gas lines, electric lines and cables, water lines, telephone lines, telecommunication lines and cables, and the like, and for any purpose necessary for the Declarant or a Participating Builder or their assigns to obtain the release of any bonds posted with a municipality, governmental agency or regulatory agency, and non-exclusive

easements over the Common Area to any municipal agency or private entity for any other purpose consistent with the "open space" designation thereof.

Section 6. Release of Public Improvement Bonds. There is reserved to the Declarant a right to (a) grant and reserve easements and licenses across any portion of the Property, (b) vacate or terminate easements, rights-of-way and licenses across any portion of the Property, (c) impose additional restrictions or covenants on any portion of the Property, (d) create and establish "areas" such as buffer areas, conservation areas, soil reinforcement areas, etc. on any portion of the Property, and (e) enter into agreements or other instruments on behalf of the Association relating to the maintenance or operation of any part of the Property, including agreements concerning the maintenance of stormwater management facilities or best management practices within the Property, in each case under (a) through (e) as may be required by any governmental agency, authority or utility in connection with the release of improvement bonds, the satisfaction of conditions or requirements of plats, plans, permits, proffers, licenses, waivers, subdivision documents or the like, or the acceptance of public streets for state maintenance.

Section 7. Declarant-Retained Easement Rights. There is reserved to the Declarant a right to grant easements over any portion of the Property for the purposes of drainage, re-grading, maintenance, landscaping, mowing, erecting street intersection signs, directional signs, temporary promotional signs, entrance features, lights and wall features, public or private utilities, and any other purpose the Declarant deems necessary or desirable for the development of the Property, and for the purpose of executing any of the powers, rights, or duties granted to or imposed on the Association herein.

Section 8. Street Tree and Streetscape Maintenance Easement. There is reserved to the Declarant and granted to the Association an easement to enter upon any Lot to mulch, prune, treat, remove and replace required street trees and other streetscape.

ARTICLE IX

PARKING

The Board of Directors may promulgate such rules and regulations as it deems appropriate to regulate the use of any parking areas that may be constructed or authorized on the Common Area, which rules and regulations may include assignment of parking spaces for visitors and/or to Lots, which need not be assigned to all Lots and need not be the same number of spaces to each Lot, and the towing of any vehicles parked in violation of such assignment, in fire lanes and in designated "No Parking" spaces, with no notice of towing required and at the vehicle owner's sole expense. No vehicle may be parked in a manner which obstructs any sidewalk, path, driveway, alley, garage, Lot or Common Area.

ARTICLE X
PARTY WALLS AND FENCES

Section 1. General Rules of Law to Apply. Each wall and fence which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between 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 and Destruction by Fire or Other Casualty. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, its agents, family, household or guests (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good a condition as formerly, in proportion to their respective uses of the party wall.

Section 3. Repairs for Damage Caused by One Owner. If any such party wall is damaged or destroyed through the act of one adjoining Owner, its agents, family, household or guest, whether or not such act is negligent or otherwise culpable, so as to deprive another adjoining Owner of the full use and enjoyment of the wall, then the former shall forthwith proceed to rebuild and repair the same to as good a condition as formerly, without cost to the adjoining Owner.

Section 4. Other Changes. In addition to meeting the other requirements of these covenants and restrictions and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild its Dwelling Unit in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining Owner, whose consent shall not be unreasonably withheld. If the adjoining Owner has not responded in writing to the requesting Owner within twenty-one (21) days of its receipt of the request, such consent of the adjoining Owner shall be deemed received.

Section 5. Fences and other Barriers. The provisions of this Article pertaining to party walls shall also govern any fence, other barrier or shared improvement originally installed by the Declarant or Participating Builder (except for fences or barriers installed in connection with construction activities) and to any replacement thereof authorized by the Board of Directors or the Architectural Review Board; otherwise the maintenance of any fence, other barrier or improvement shall be the responsibility of the Owner installing such fence, barrier or improvement unless different arrangements are agreed to by the adjoining Owner. An Owner is not permitted to install a double run of fencing along or close to an adjacent property's existing fence.

Section 6. Right to Contribution Runs with the 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.

ARTICLE XI
POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Discretionary Powers and Duties. The Board of Directors, on behalf of the Association, shall have all powers for the conduct of the affairs of the Association which are enabled by law and not specifically reserved to Members or the Declarant, including but not limited to the following powers and duties, which may be exercised in its discretion:

(a) to enforce any covenants or restrictions which are imposed by the terms of the Association Governing Documents or which may be imposed on any part of the Property. Nothing contained herein shall be deemed to prevent the Owner of any Lot from enforcing any building restriction in its own name. The right of enforcement shall not serve to prevent such changes, releases or modifications of the restriction or reservations placed upon any part of the Property by any party having the right to make such changes, releases or modifications in the deeds, contracts, declarations or plats in which such restrictions and reservations are set forth; and the right of enforcement shall not have the effect of preventing the assignment of those rights by the proper parties wherever and whenever such right of assignment exists. Neither the Association nor the Board of Directors shall have a duty to enforce the covenants or restrictions by an action at law or in equity if, in its or their opinion, such an enforcement is not in the Association's best interest. The expenses and costs of any enforcement efforts shall be paid out of the general fund of the Association as herein provided for; provided, however, that the foregoing authorization to use the general fund for such enforcement efforts shall not preclude the Association from collecting such costs from the offending Owner;

(b) to provide such light as the Association may deem advisable on streets and the Common Area, and to maintain any and all improvements, structures or facilities which may exist or be erected from time to time on the Common Area;

(c) to build facilities upon the Common Area;

(d) to use the Common Area and any improvements, structures or facilities erected thereon, subject to the general rules and regulations established and prescribed by the Association and subject to the establishment of charges for their use;

(e) to mow and re-sow the grass and to care for, spray, trim, mulch, prune, treat, protect, plant and replant trees, shrubs and other landscaping on the Common Area, including street trees, and to pick up and remove from the Common Area all loose material, rubbish, filth and accumulation of debris; and to do any other thing necessary or desirable

in the judgment of the Board of Directors to keep the Common Area and streetscapes in neat appearance and in good order;

(f) to care for, spray, trim, mulch, prune, treat, protect, plant and replant required street trees within Lots and to do any other thing necessary or desirable in the judgment of the Board of Directors to keep the streetscapes that fall within a Lot in neat appearance and in good order;

(g) to exercise all rights, responsibilities and control over any easements which the Association may from time to time acquire, including but not limited to those easements specifically reserved to the Association in the Article entitled "Easements" herein;

(h) to convey the Common Area or portion thereof to the County, State or other governmental authority for public purposes;

(i) to create, grant and convey easements and licenses upon, across, over and under all Common Area, including but not limited to easements for the installation, replacement, repair and maintenance of utility lines serving the Property;

(j) to create subsidiary corporations in accordance with Virginia law;

(k) to employ counsel and institute and prosecute such suits as the Association may deem necessary or advisable, and to defend suits brought against the Association;

(l) to retain as an independent contractor or employee a manager of the Association and such other employees or independent contractors as the Board deems necessary or desirable, and to prescribe the duties of employees and scope of services of independent contractors;

(m) to enter (or have the Association's agents or employees enter) on any Lot to perform emergency repairs or to do other work reasonably necessary for the proper maintenance or protection of the Property, and to assess the Owner of the Lot the costs thereof, such assessment to be a Service Assessment and a lien upon the Lot equal in priority to the lien provided for in the Article entitled "Assessments" herein;

(n) to enter (or have the Association's agents or employees enter) on any Lot to inspect the Lot, all improvements thereon, and the exterior of the Dwelling Unit and any other improvements located thereon, and to repair, maintain or restore the Lot, all improvements thereon, and the exterior of the Dwelling Unit and any other improvements located thereon if such is not performed by the Owner of the Lot, and to assess the Owner of the Lot the costs thereof, such assessment to be a Service Assessment and a lien upon the Lot equal in priority to the lien provided for in the Article entitled "Assessments" herein;

provided, however, that the Board of Directors shall only exercise its right to inspect after giving the Owner written notice of its intent to inspect at least seven (7) days prior to entry, and shall only exercise its right to repair, maintain or restore after giving the Owner written notice of its intent at least fourteen (14) days prior to such entry;

(o) to resubdivide and/or adjust the boundary lines of the Common Area but only to the extent such resubdivision or adjustment does not contravene the requirements of zoning and other ordinances applicable to the Property;

(p) to adopt, publish and enforce rules and regulations governing the appearance and use of the Lots, the use of the Common Area and facilities, and with respect to such other areas of responsibility assigned to it by Association Governing Documents, except where expressly reserved herein to the Members. To the extent permitted by the Act, such rules and regulations may grant to the Board of Directors the power to (i) suspend the voting rights for any period during which any Assessment against such Member's Lot is more than sixty (60) days past due, (ii) suspend the right to hold office or remove a Member from office (including on the Board of Directors or any committee) of any Member whose Lot's Assessment is more than sixty (60) days past due, (iii) suspend a Member's right to use facilities or services, including utility services, provided directly through the Association for nonpayment of Assessments, to the extent that access to the Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant, and (iv) assess charges against any Member for any violation of the Association Governing Documents for which the Member or its family members, tenants, guests or other invitees are responsible and assess them as a Service Assessment;

(q) to make such reasonable rules and regulations consistent with the terms of the Association's Governing Documents as it deems advisable with respect to any meeting of Members, proof of membership in the Association, evidence of right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and other matters concerning the conduct of meeting and voting. Without limiting the generality of the foregoing sentence, if the Board of Directors shall so determine and if permitted under applicable law, voting on elections and other matters, including any matters requiring the approval of the Class A Members as provided in this Declaration, may be conducted by mail, ballot or by electronic or computerized means; and

(r) to declare the seat of a member of the Board of Directors vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors.

Section 2. Mandatory Powers and Duties. The Association shall exercise the following powers, rights and duties:

(a) to accept title to the Common Area and to hold and administer the Common Area for the benefit and enjoyment of the Owners and occupants of Lots, and to cause the Common Area and facilities to be maintained in accordance with the standards adopted by the Board of Directors. The obligation to maintain any portion of the Common Area and any facility located thereon shall begin when such improvement, structure or facility is available for use by the Members, and shall not be related to or contingent upon the release of any improvement bonds posted with the County;

(b) to transfer part of the Common Area to the Declarant, a Participating Builder or to another entity at the direction of the Declarant, for the purpose of adjusting boundary lines, dedicating the Common Area for public purposes, or otherwise in connection with the orderly subdivision or development of the Property, but only to the extent such resubdivision, adjustment, dedication or conveyance does not contravene the requirements of zoning and other ordinances applicable to the Property;

(c) to obtain and maintain without interruption liability coverage for any claim against a director or officer for the exercise of its duties and fidelity coverage against dishonest acts on the part of directors, officers, trustees, managers, employees or agents responsible for handling funds collected and held for the benefit of the Association. The fidelity bond shall provide coverage in the amount of the reserve balances of the Association plus one-fourth of the aggregate annual Assessment income of the Association, but in no event less than \$10,000.00, or as otherwise required by law;

(d) to obtain and maintain without interruption a comprehensive coverage of public liability and hazard insurance covering the Common Area and public liability and hazard insurance for easements of which the Association is a beneficiary, if available at reasonable cost. Such insurance policy shall contain a severability of interest clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location and use. Further, the public liability insurance must provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence;

(e) to provide for the maintenance of any and all

(i) improvements, structures or facilities which may exist or be erected from time to time on the Common Area, including but not limited to streets, parking areas, trails, sidewalks (but not leadwalks), street lights (including the payment of utility costs therefor), site lighting not maintained by the County, storm water management facilities, recreational facilities, entrance ways and entrance areas,

(ii) easement areas of which the Association is the beneficiary and for which it has the maintenance responsibility,

(iii) facilities, including but not limited to fences and signs authorized by the Association and erected on any easements granted to the Association,

(iv) street lights, sidewalks and landscaping that may be constructed within the rights-of-way of any public streets within or adjacent to the Property and which the Commonwealth of Virginia or the County requires the Association to maintain (including the payment of utility costs therefor), and

(v) storm drainage and storm water management easements and facilities required by County easement and to the extent that the County does not maintain same.

The obligation to maintain any improvements, structures or facilities as described in this Section shall begin when such improvement, structure or facility is available for use by the Members, and shall not be related to or contingent upon the release of any improvement bonds posted with the County.

(f) to adopt an annual budget and impose, collect and disburse Assessments and charges to defray the expenses of the Association, establish the means and methods of collecting such Assessments and establish the period of the installment payment, if any, of the Assessments in accordance with Article V and the By-Laws;

(g) to pay all proper bills, taxes, charges and fees on a timely basis; and

(h) to maintain its corporate status.

Section 3. Board Authority to Act. Unless otherwise specifically provided in the Association's documents, all rights, powers, easements, obligations and duties of the Association may be performed by the Board of Directors.

ARTICLE XII RIGHTS OF MORTGAGEES

All Mortgagees shall have the following rights:

Section 1. Notice. A Mortgagee shall be given written notice from the Association of the following:

(a) any condemnation or casualty loss that affects a material portion of the Common Area;

(b) any default in the performance of any obligation under this Declaration or related Association documents by the Owner of a Lot that is the security for the

indebtedness due the Mortgagee which is not cured within one hundred eighty (180) days after the Owner's receipt of notice of the default;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action that would require the consent of a specified percentage of Mortgagees.

Section 2. Books and Records. A Mortgagee shall have the right to examine and copy at its expense the books and records of the Association during normal business hours and upon reasonable notice to the Association in accordance with the applicable provisions of the Act and Association policy.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration or other Association documents unless such right is specifically limited. Failure by the Declarant, Association or any Owner to enforce any right, provision, covenant, restriction or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant, Association or an Owner to enforce such right, provision, covenant, restrictions or condition in the future. All rights, remedies and privileges granted to the Association or any Owner pursuant to any term, provision, covenant, restriction or condition of this Declaration shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration or at law or in equity.

Section 2. Severability; Headings; Conflict. If any term or provision of this Declaration or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Declaration and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and be enforceable to the fullest extent permitted by law. Titles of paragraphs are for convenience only and are not intended to limit or expand the covenants, restrictions, rights or obligations expressed therein. In the case of any conflict between the Articles of Incorporation or the By-Laws and this Declaration, this Declaration shall control.

Section 3. Duration; 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 Declarant, Association or the Owner of any Lot subject to this

Declaration, their respective legal representatives, heirs, successors and assigns, unless such right is specifically limited, for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants and restrictions of this Declaration shall be automatically extended for successive periods of twenty (20) years each. The covenants and restrictions of this Declaration may be amended in whole or in part with the assent of more than two-thirds (2/3) of the votes of the Members. Any amendment must be properly executed and acknowledged by the Association (in the manner required by law for the execution and acknowledgment of deeds) and recorded among the Land Records.

Section 4. Special Amendment. Notwithstanding anything herein to the contrary, the Declarant, without the approval or joinder of the Association or any Owner or Mortgagee, may unilaterally amend this Declaration (a) to make a non-material, clarifying or corrective change, or (b) as it deems necessary to obtain approval of this Declaration or any subdivision documents, plats or plans by any of the federal mortgage agencies, such as the Veterans Administration, Federal Housing Administration, Fannie Mae or Freddie Mac, or by a local governmental agency, as a condition of the approval of this Declaration, the Association, or any subdivision documents, plats or plans or for the release of any improvement or maintenance bonds, or (c) as it deems necessary or desirable for the development of the Property or the administration of the Association, by the execution and recordation of such amendment, and shall give written notice to the Members of any amendments made pursuant to clauses (b) or (c). This right of the Declarant to amend this Declaration as aforesaid shall continue notwithstanding the lapse of the Declarant's Class B membership, and shall survive for a period ending five (5) years following the lapse of the Class B membership.

Section 5. Waiver; Changes to Plan. The Declarant, as the initial most interested party in maintaining the high quality of development which by these covenants, conditions and restrictions ("**Restrictions**") sought to be assured for the Property, hereby expressly reserves unto itself, so long as these Restrictions are in effect, the unqualified right to waive or alter from time to time such of the herein contained Restrictions as it may deem best, as to any one or more of the Lots. The Declarant reserves the right to make any changes to the community it deems desirable, including but not limited to changing the Property's community plan, the styles and types of homes to be constructed, the zoning, and the types of uses throughout the Property.

Section 6. Annexation of Additional Land. So long as there is a Class B Member, the Declarant may annex and submit additional areas to this Declaration and provide for maintenance, preservation and architectural control of Lots and Common Area within such areas, including land to be used for non-residential purposes. After the termination of the Class B membership, the Association may annex additional areas and provide for maintenance, preservation and architectural control of Lots and Common Area within such areas with the written consent of at least two-thirds (2/3) of the Class A Members. Any such annexation may add to the Association's membership.

Section 7. Withdrawable Real Estate.

(a) The Declarant shall have the unilateral right, without the consent of the Class A Members, the Association, any Mortgagee, or any other entity, to execute and record an amendment to this Declaration withdrawing any portion of the Property; provided, however, that not more than five (5) years have lapsed since the date such property was subjected to this Declaration.

(b) Upon the dedication or the conveyance to any public entity or authority of any portion of the Property for public purposes, this Declaration shall no longer be applicable to the land so dedicated or conveyed.

Section 8. County Plans, Applications, Rezonings and Proffer Condition Amendments. So long as there is a Class B Member, to the extent the approval, consent or joinder of any Owner is required under State or local law to make any Site Plan, Subdivision Plan or subdivision submission, or to apply for or obtain any rezoning, proffer amendment, variance, special exception, use permit or other type of land use application filed with the County, then each Owner appoints the Declarant as its attorney-in-fact to sign such application and any other related and required documents on behalf of the Owner, or in the alternative and at the Declarant's option, upon request each Owner agrees to sign the application or other documents required for such action; provided, however, that such joinder shall be without liability or cost to such Owner unless such liability or cost is expressly accepted by such Owner; and provided, further, that this covenant does not apply to any proffer condition amendment which would materially, adversely affect an Owner's ability to use such Owner's Lot for its intended purposes or significantly increases such Owner's development costs.

Section 9. Management Contracts. So long as there is a Class B Member, and subject to approval by a majority vote of all Class B Members, the Declarant shall have the right to enter into professional management contracts on behalf of the Association for the management of the Property for terms not to exceed one (1) year; provided, however, that the Board (or the Declarant while there is a Class B Member) shall have the right to terminate such contracts, with cause upon thirty (30) days' written notice to the other party and without payment of a termination fee, and without cause upon sixty (60) days' written notice to the other party and without payment of a termination fee.

Section 10. Dissolution. The Association may be dissolved with the approval of more than two-thirds (2/3) of all the votes cast at a meeting at which a quorum exists in accordance with Title 13.1, Chapter 10, Article 13 of the Code of Virginia (1950), as amended, as the same may be amended from time to time.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals:

RICHMOND AMERICAN HOMES OF VIRGINIA, INC.
a Virginia corporation

By: [Signature] (SEAL)
Name: Brian W. Harris
Title: VP Land Development & Entitlements

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:


The foregoing instrument was acknowledged and sworn to before me this 18th day
of May, 2021 by Brian Harris as
VP Land Development & Entitlements of Richmond American Homes of Virginia, Inc.

[Signature]
Notary Public

My commission expires: 9/30/23
Notary Registration No.: 7649559



ABRAMS COMMUNITY ASSOCIATION
a Virginia nonstock corporation

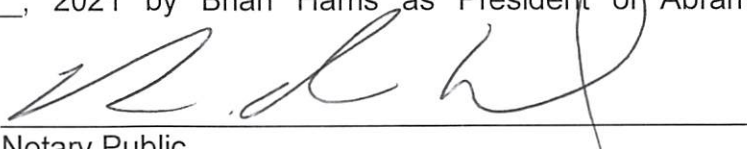
By:  (SEAL)
Name: Brian Harris
Title: President

PG0534

COMMONWEALTH OF VIRGINIA,
COUNTY OF ~~FAIRFAX~~, to-wit:

Loudoun

The foregoing instrument was acknowledged and sworn to before me this 18th day of May, 2021 by Brian Harris as President of Abrams Community Association.


Notary Public

My commission expires: 9/30/2023
Notary Registration No.: 7649559



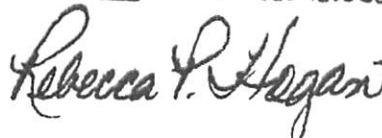
VIRGINIA: FREDERICK COUNTY: SCT.

This instrument of writing was produced to me on

09/28/21 at 2:12pm

and with certificate acknowledgement thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802 of

\$ N/A, and 58.1-801 have been paid, if assessable.

, Clerk