

**RECORDATION COVER SHEET**

TYPE OF INSTRUMENT:

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

DATE OF INSTRUMENT:

JANUARY 11, 2011

NAME OF GRANTORS:

- 1) THE RESIDENCES AT GREENFIELD CROSSING, L.L.C.
- 2) DENNIS M. GRIFFITH, TRUSTEE
- 3) F. KEVIN REYNOLDS, TRUSTEE

NAME OF GRANTEE:

GREENFIELD CROSSING HOMEOWNERS ASSOCIATION, INC.

COUNTY WHERE PROPERTY  
LOCATED:

LOUDOUN

ELECTION DISTRICT WHERE  
PROPERTY LOCATED:

DULLES

BRIEF DESCRIPTION  
OF PROPERTY:

GREENFIELD CROSSING SUBDIVISION

INSTRUMENT NUMBER  
WHERE PROPERTY ACQUIRED:

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COUNTY FILE NO.:

SBRD 2006-0007

PREPARED BY AND RETURN TO:

CULBERT & SCHMITT, PLLC  
30-C Catoctin Circle, S.E.  
Leesburg, Virginia 20175  
(24696.002) TED

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## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I: DEFINITIONS .....	7
Section 1. Annual Assessments .....	7
Section 2. Architectural Character .....	7
Section 3. ARB .....	7
Section 4. Assessment .....	7
Section 5. Association .....	7
Section 6. Board of Directors .....	8
Section 7. Builder .....	8
Section 8. CD Beneficiary Lot(s) .....	8
Section 9. CD Encumbered Lot(s) .....	8
Section 10. Common Area .....	8
Section 11. Common Driveways .....	8
Section 12. Common Facilities .....	8
Section 13. County .....	8
Section 14. Declarant .....	8
Section 15. Declaration .....	9
Section 16. Dwelling Unit .....	9
Section 17. Lot .....	9
Section 18. Member .....	9
Section 19. Mortgagee .....	9
Section 20. Owner .....	9
Section 21. Property .....	9
Section 22. Public Entity .....	9
Section 23. Structure .....	10
Section 24. Supplementary Declaration .....	10
ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION, ANNEXATION AND WITHDRAWAL .....	10
Section 1. The Property .....	10
Section 2. Annexation without Approval of Class "A" Membership .....	10
Section 3. Amendment .....	10
Section 4. Annexation .....	11
Section 5. Dedication for Public Use .....	11
Section 6. Withdrawable Real Estate .....	11
ARTICLE III: MEMBERSHIP .....	11
ARTICLE IV: VOTING RIGHTS .....	12
Section 1. Classes .....	12
Section 2. Annexation .....	12
Section 3. Multiple Ownership Interests .....	12

ARTICLE V: PROPERTY RIGHTS .....	13
Section 1. Member's Easements of Enjoyment.....	13
Section 2. Delegation of Use .....	14
ARTICLE VI: POWERS AND DUTIES OF THE ASSOCIATION .....	14
Section 1. Discretionary Powers and Duties.....	14
Section 2. Mandatory Powers and Duties .....	16
ARTICLE VII: ASSESSMENTS .....	17
Section 1. Creation of the Lien and Personal Obligation of Assessments.....	17
Section 2. Purpose of Assessment .....	18
Section 3. Annual Assessments .....	18
Section 4. Special Assessment.....	18
Section 5. Restoration Assessment .....	19
Section 6. Quorum for any Action Authorized Under Special Assessment Provision....	19
Section 7. Working Capital Assessment.....	19
Section 8. Rate of Assessment.....	19
Section 9. Notice of Assessment and Certificate .....	20
Section 10. Remedies of the Association in the Event of Default.....	20
Section 11. Subordination of the Lien to Mortgages .....	20
Section 12. Exempt Property .....	21
Section 13. Reserves for Replacements .....	21
ARTICLE VIII: ARCHITECTURAL REVIEW BOARD .....	21
Section 1. Composition.....	21
Section 2. Method of Selection.....	21
Section 3. Removal and Vacancies.....	22
Section 4. Officers .....	22
Section 5. Duties .....	22
Section 6. Applications for Improvements or Alterations .....	22
Section 7. Failure to Act .....	23
Section 8. Enforcement.....	23
Section 9. Appeal.....	23
ARTICLE IX: RESTRICTIVE COVENANTS.....	23
Section 1. Use .....	23
Section 2. Maintenance.....	23
A. Structure Exteriors .....	23
B. Vegetation .....	24
C. Sight Lines .....	24
D. Removal of Trees .....	24
E. Water Drainage.....	24
Section 3. Nuisance.....	24
A. Animals .....	24

	<u>Page</u>
B. Utilities.....	24
C. Lighting.....	24
D. Laundry.....	25
E. Trash.....	25
F. Vehicles.....	25
G. Commercial Vehicles.....	25
H. Recreational Vehicles.....	25
I. Towing.....	25
J. Construction Debris.....	25
K. Garages.....	25
Section 4. Modification.....	25
A. Paint.....	26
Section 5. Structures.....	26
A. Water Drainage.....	26
B. Fences.....	26
C. Antennae/Satellite Dishes.....	26
D. Signage.....	26
Section 6. Leases.....	27
Section 7. Declarant's Activities.....	27
Section 8. Rules and Regulations.....	27
ARTICLE X: EASEMENTS.....	27
Section 1. Blanket Easements.....	27
Section 2. Exercise of Easement Rights.....	27
Section 3. Encroachments.....	27
Section 4. Development.....	28
Section 5. Utilities.....	28
Section 6. Release of Public Improvement Bonds.....	28
Section 7. Declarant-Retained Easement Rights.....	28
Section 8. Maintenance of Storm Drainage Easements.....	28
Section 9. Private Driveways.....	29
Section 10. Public Entity Easements.....	29
ARTICLE XI: COMMON DRIVEWAYS.....	29
Section 1. Restrictions.....	29
Section 2. Maintenance, Damage or Destruction.....	29
Section 3. Maintenance Escrow.....	30
ARTICLE XII: PARKING.....	30
ARTICLE XIII: PARTY WALLS.....	30
Section 1. General Rules of Law to Apply.....	30
Section 2. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty.....	31
Section 3. Repairs for Damage Caused by One Owner.....	31

	<u>Page</u>
Section 4. Other Changes.....	31
Section 5. Right to Contribution Runs with the Land.....	31
Section 6. Dispute .....	31
ARTICLE XIV: AIRPORT IMPACT OVERLAY DISTRICT DISCLOSURE.....	31
ARTICLE XV: RIGHTS OF MORTGAGEES .....	31
Section 1. Notice .....	31
Section 2. Unpaid Assessments .....	32
Section 3. Books and Records .....	32
Section 4. Notice by Request.....	32
Section 5. Mortgagee Approval .....	32
Section 6. Rights .....	32
ARTICLE XVI: ENFORCEMENT .....	35
Section 1. Right to Enforce .....	35
Section 2. Relief.....	35
Section 3. Payment of Enforcement Expenses.....	36
ARTICLE XVII: GENERAL PROVISIONS .....	36
Section 1. Severability; Conflict .....	36
Section 2. Interpretation.....	36
Section 3. Duration; Amendment .....	36
Section 4. Special Amendment.....	36
Section 5. Waiver .....	37
Section 6. Notices .....	37
Section 7. Management Contracts .....	37
Section 8. County Approval.....	37
Section 9. Dissolution .....	37
EXHIBIT A - Subject Property .....	43
EXHIBIT B - Additional Property .....	44

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

of

### GREENFIELD CROSSING HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "**Declaration**") is made as of JANUARY 11, 2011, by and among **THE RESIDENCES AT GREENFIELD CROSSING, L.L.C.**, a Virginia limited liability company, its successors and assigns (hereinafter referred to as "**Declarant**"); **DENNIS M. GRIFFITH, TRUSTEE** and **F. KEVIN REYNOLDS, TRUSTEE**, either of whom may act (hereinafter referred to as the "**Trustees**"); **CARDINAL BANK**, a Virginia banking corporation, Beneficiary (hereinafter referred to as the "**Beneficiary**"); and **GREENFIELD CROSSING HOMEOWNERS ASSOCIATION, INC.**, a Virginia non-stock corporation formed pursuant to the Virginia Property Owners Association Act, its successors and assigns (hereinafter referred to as the "**Association**").

#### RECITALS:

A. The Declarant is, or at the time of recordation of this Declaration will be, the owner of certain real property located in Loudoun County, Virginia, known as **Lots 1 through 107, inclusive, Greenfield Crossing** (the "**Declarant Property**"), as the same are duly subdivided, platted and recorded by instrument (the "**Deed of Subdivision**") recorded immediately prior hereto among the land records of Loudoun County, Virginia (the "**Land Records**").

B. The Association is, or at the time of recordation of this Declaration will be, the owner of certain real property located in Loudoun County, Virginia, known as **Open Space Parcels A, B and C, inclusive, Greenfield Crossing**, as the same are duly subdivided, platted and recorded by the Deed of Subdivision (the "**Association Property**") (together, the Declarant Property and the Association Property are the "**Property**").

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 the Association as a non-stock corporation under the laws of the Commonwealth of Virginia for the purpose of exercising the functions of the Association.

G. The Declarant Property is subject to the lien of a certain Credit Line Deed of Trust and Security Agreement, dated December 20, 2010, recorded among the Land Records as Instrument Number 20101221-0082644 (the "**Deed of Trust**"), wherein the Declarant Property was conveyed unto the Trustees, in trust, to secure a certain indebtedness, as more specifically set forth therein.

NOW, THEREFORE, the Declarant, for and in consideration of the premises and the covenants contained herein, grants, establishes and conveys to each owner of a Lot, with the express concurrence of the Association, mutual, non-exclusive rights, privileges and easements of enjoyment on equal terms and in common with all other owners of Lots in and to the use of any Common Area 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. "**Annual Assessments**" shall mean the Annual General Assessments (as hereafter defined in the Article and Section hereof entitled, "*ASSESSMENTS. Annual Assessments*") and, if applicable, the Annual Services Assessments (as hereafter defined in the aforementioned "*Assessments*" Article).

Section 2. "**Architectural Character**" shall mean the scale, style, design, material, quality of construction and material, color and/or texture of a Structure (as hereinafter defined in the Article and Section hereof entitled, "*DEFINITIONS. Structure*").

Section 3. "**ARB**" shall mean the Architectural Review Board of the Association.

Section 4. "**Assessment**" shall mean any fee, charge, expense, or other costs assessed against an Owner or lot by the Association pursuant to this Declaration.

Section 5. "**Association**" shall mean and refer to Greenfield Crossing Homeowners Association, Inc., a Virginia non-stock corporation formed pursuant to the Virginia Property Owners Association Act, its successors and assigns.

Section 6. **"Board of Directors" or "Board"** shall mean and refer to the executive and administrative entity established by the Articles of Incorporation of the Association as the governing body of the Association.

Section 7. **"Builder"** shall mean and refer to any person or entity (other than the Declarant) who acquires more than four (4) Lots for the purpose of constructing a Dwelling Unit for sale.

Section 8. **"CD Beneficiary Lot(s)"** shall mean and refer to any Lot that uses a privately-maintained ingress/egress easement created and established by instrument recorded among the Land Records for access to the Dwelling Unit constructed on any such Lot. Any Lot which is encumbered by any such easement, but does not use the easement for access to the Dwelling Unit constructed on such Lot, is not deemed a CD Beneficiary Lot.

Section 9. **"CD Encumbered Lot(s)"** shall mean and refer to any Lot subject to and encumbered by a privately-maintained ingress/egress easement created and established by instrument recorded among the Land Records, but which does not use such easement for access to the Dwelling Unit constructed on such Lot. CD Encumbered Lots are not subject to the maintenance provisions of the Article hereof entitled, *"COMMON DRIVEWAYS"*, unless the Owner of such Lot, or its respective households, guests, tenants or agents, make regular use of the easement.

Section 10. **"Common Area"** shall mean and refer to all real property (including the improvements thereto or facilities located thereon) owned by the Association for the common use and enjoyment of the Members, and shall include any private streets shown on a recorded plat of the Property and located within the Common Area's boundaries, the trails and open space areas illustrated on the Concept Plan as defined and further described in the Greenfield Crossing Proffer Statement (ZMAP 2003-0002), dated March 29, 2004 (the **"Proffers"**), and shall further include any easements granted to the Association and/or for the benefit of the residents of the community, at large.

Section 11. **"Common Driveways"** shall mean and refer to any paved areas within a privately-maintained ingress/egress easement created and established on the Property by instrument recorded among the Land Records.

Section 12. **"Common Facilities"** shall mean and refer to all improvements, structures and facilities owned and/or operated by the Association (if any) for the common benefit of the Owners, including without limitation, stormwater management ponds, trails, paths, tennis courts, swimming pools, recreational and meeting facilities, as well as any other facilities which the Association owns and/or operates.

Section 13. **"County"** shall mean and refer to Loudoun County, Virginia, and/or, the proper governmental authorities of Loudoun County, Virginia, as the context may require.

Section 14. **"Declarant"** shall mean and refer to The Residences at Greenfield Crossing, L.L.C., and its successors or assigns (i) to which The Residences at Greenfield Crossing, L.L.C., assigns any or all of its rights as Declarant pursuant to this Declaration by assignment recorded in the Land Records, or (ii) who is a purchaser at foreclosure of the Property or a grantee in a deed in lieu



of foreclosure from the Declarant. Such an assignment shall only operate as to the land which is owned by such successor or assign. If the Declarant consists of more than one (1) person or entity, the rights and obligations of the Declarants shall be several and shall be based upon and apportioned in accordance with the number of Lots owned by each Declarant.

Section 15. **"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 Loudoun County, Virginia.

Section 16. **"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 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 17. **"Lot"** shall mean and refer to any plot of land created by and shown on a lawfully recorded subdivision plat of the Property upon which a Dwelling Unit could be constructed in accordance with applicable zoning ordinances, with the exception of the Common Area and streets dedicated to public use.

Section 18. **"Member"** shall mean and refer to every person or entity who holds a membership in the Association, as more particularly set forth in the Article hereof entitled, *"MEMBERSHIP"*.

Section 19. **"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 by Registered Mail or by Certified Mail-Return Receipt Requested.

Section 20. **"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 21. **"Property"** shall mean and refer to that certain real property described in the Article and Section hereof entitled, *"PROPERTY SUBJECT TO THIS DECLARATION, ANNEXATION AND WITHDRAWAL. The Property"*, and further described on **Exhibit A** which is attached hereto and incorporated herein by this reference, and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association. The Property may be expanded to include all or a portion of the property described on **Exhibit B**.

Section 22. **"Public Entity"** shall mean and refer to any governmental entity or agency, including, without limitation, the Board of Supervisors of Loudoun County, Virginia, the School Board of Loudoun County, Virginia, the Virginia Department of Transportation, any legislatively created Water and/or Sewer Authority, the Northern Virginia Regional Park Authority, and similar governmental entities. The phrase "Public Entity" shall not include charitable, volunteer, or civic

organizations, including, without limitation, churches, volunteer fire departments and rescue squads, and organizations such as the YMCA.

Section 23. "Structure" shall include, but not be limited to, any building or portion thereof, wall, deck, play equipment, greenhouse, skylight, solar panel, weathervane, fence, pool, pavement, driveway or appurtenances to any of the aforementioned.

Section 24. "Supplementary Declaration" shall mean and refer to a supplement to this Declaration which adds additional real property to the real property encumbered by this Declaration. Such Supplementary Declaration may (but is not required to) impose, expressly or by reference, additional restrictions and obligations on the land subjected to that Supplementary Declaration.

## **ARTICLE II** **PROPERTY SUBJECT TO THIS DECLARATION,** **ANNEXATION AND WITHDRAWAL**

Section 1. The Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is that certain real property described as **Lots 1 through 107, inclusive and Parcels A, B and C, Greenfield Crossing**, as duly subdivided, platted and recorded by the Deed of Subdivision recorded herewith, and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association. The Property is also further described in **Exhibit A** attached hereto.

Section 2. Annexation Without Approval of Class "A" Membership. The Declarant hereby reserves the unilateral right and privilege (but under no circumstances, the obligation), from time to time, during the twelve (12) year period commencing with the date of recordation of this Declaration, to expand the Property by submitting all or any portion of such other real property (the "**Additional Property**") as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, to the provisions of this Declaration and the jurisdiction of the Association, whether or not such land is owned by the Declarant, without the consent of any Owner (except the owner of the Additional Property being submitted) or any Mortgagee (except the holder of a deed of trust on the Additional Property being submitted) by filing in the Land Records, a Supplementary Declaration annexing such real property; provided, however, that such Additional Property is within a one (1) mile radius of the Property, or immediately adjacent or contiguous to such other properties which may, from time to time, be subject to this Declaration. As used herein, the term "adjacent" shall include, without limitation, real property which may be separated only by a public or private street. Such Supplementary Declaration shall not require the vote of Members and shall be effective upon the filing for record of the Supplementary Declaration unless otherwise provided therein. Such Supplementary Declaration shall provide an adequate legal description of the land being submitted to the Declaration, any land being conveyed to the Association as Common Area, and any new Lots. Upon recording of the Supplementary Declaration, the provisions of the Declaration shall apply to the land thereby added as if such land were originally part of the Property.

Section 3. Amendment. This Article shall not be amended without the written consent of Declarant, so long as the Declarant owns, is contract purchaser of, or is developing any property described in **Exhibit A** or **Exhibit B**.

Section 4. Annexation. Upon the expiration of the period as stated in the Article and Section hereof entitled, *"PROPERTY SUBJECT TO THIS DECLARATION, ANNEXATION AND WITHDRAWAL. Annexation Without Approval of Class "A" Membership"*, the Association may annex additional areas and provide for maintenance, preservation and architectural control of Lots and Common Area within such areas, and so may add to its membership under the provisions of the Article hereof entitled *"MEMBERSHIP"*, with the written consent of at least sixty-seven percent (67%) of each class of Members, by filing in the Land Records a Supplementary Declaration. Upon recordation of the Supplementary Declaration, the provisions of the Declaration shall apply to the land thereby added as if such land were originally part of the Property.

Section 5. Dedication for Public Use. During any period of construction and development, the Declarant has the unilateral right without the consent of any Owner or Mortgagee to execute and record an amendment to the Declaration withdrawing any portion of the Common Area or the Property owned by the Declarant or a Builder, if such land is dedicated or to be dedicated to public use.

Section 6. Withdrawable Real Estate.

A. The Declarant shall have the unilateral right, without the consent of the Class A Members or any Mortgagee, to execute and record an amendment to this Declaration withdrawing any portion of the Property on which Dwelling Units have not been constructed; provided, however, that not more than five (5) years have lapsed since the date such Property was subjected to this Declaration. The Declarant may also, during said five (5) year period, withdraw any property or Lots owned by third-parties, with the unanimous consent of the owners of the property or Lot to be withdrawn. Upon the expiration of said five (5) year period, other properties or Lots may be withdrawn only upon the written consent of at least sixty-seven percent (67%) of all Owners and Mortgagees.

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. Notwithstanding the foregoing, if such portion of the Property is subsequently re-conveyed to an entity which is not a Public Entity, then this Declaration shall once again apply to the portion of the Property no longer owned by a Public Entity.

**ARTICLE III**  
**MEMBERSHIP**

Every Owner of a Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. No Owner shall have more than one (1) membership in the Association for each Lot it owns.

**ARTICLE IV**  
**VOTING RIGHTS**

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

A. **Class A:** Class A Members shall be all Members with the exception of the Class B Member. 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 hereof entitled "*Membership*".

B. **Class B:** The Class B Member(s) shall be the Declarant and Builders. A Class B Member shall be entitled to four (4) votes for each Lot in which it holds the interest required for membership by the Article hereof entitled "*Membership*". Class B membership shall cease, and a Class A membership with one (1) vote for each Lot in which it holds an interest shall issue on the happening of any of the following events, whichever occurs first:

1. upon the filing with the Secretary of a written resignation of membership by the Class B Members; or

2. seven (7) years from the date of recordation of this Declaration, unless such period is revived or extended, as set forth in the Article and Section hereof entitled, "*VOTING RIGHTS. Annexation*".

**Section 2. Annexation.** Upon annexation of additional properties pursuant to this Declaration, and in the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived with respect to all Lots owned by the Declarant or a Builder, which Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first:

A. upon the filing with the Secretary of a written resignation of membership by the Class B Members; or

B. five (5) years from the date of recordation of the document annexing such property.

**Section 3. Multiple Ownership Interests.** 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.

**ARTICLE V**  
**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;

B. the right of the Association to limit the number of guests of Members on the Common Area;

C. the right of the Association to adopt and enforce rules and regulations governing the use of the Common Area and Common Facilities, including, without limitation, the imposition of charges for the violation thereof;

D. the right of the Association to suspend the voting rights, the right to run for office within the Association, and rights of a Member to the use of any recreational facilities or nonessential services offered by the Association, to the extent that access to the Member's Lot through the Common Area is not precluded, for any period during which any assessment against such Member's Lot remains unpaid or for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

E. the right of the Association to borrow money for the improvement, maintenance or repair of the Common Area or Common Facilities 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 of the Association, and consistent with the then-existing zoning ordinances of the County and its designation of the Common Area as "open space", to dedicate or transfer all or any part of the Common Area to an organization conceived and organized to own and maintain common open space, or, if such organization will not accept such a transfer, then to the Board of Supervisors of the County or other appropriate governmental agency, or, if such a transfer is declined, then to another entity in accordance with the laws governing the same, for such purposes and subject to conditions as may be agreed to by the Members. Except in the case of dissolution, any such dedication or transfer shall have the assent of at least two-thirds (2/3) of each class of 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 and the granting of easements by the Association shall not be deemed a transfer within the meaning of this Article;

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. The foregoing shall not be construed, however, to permit acquisition of or damage to any improvements, structures or installations located upon the Common Area without the payment of damages, including severance or resulting damages, if any, to the Association absent the Association's consent;

H. the right of the Association to lease the Common Area; and

I. the right of the Declarant, a Builder, or the Association to resubdivide and/or adjust the boundary lines of the Common Area as any deem necessary for the orderly development of the subdivision.

Section 2. Delegation of Use. Any Member may delegate its right of enjoyment to the Common Area and Common 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 desire to rent its Lot, the rental agreement shall contain specific conditions which require the tenant to abide by all Association covenants, rules and regulations, and any Owner desiring to rent a Lot further covenants that the tenant will be provided a complete set of all Association covenants, rules and regulations. Furthermore, any lease or sublease shall, whether or not expressly set forth therein, be deemed to contain the foregoing covenant.

## **ARTICLE VI** **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 this Declaration 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 shall have a duty to enforce the covenants 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 proceedings 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 proceedings 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 Common Facilities which may exist or be erected from time to time on the Common Area;

C. to build and operate Common Facilities upon the Common Area;

D. to use the Common Area and Common 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 resow the grass and to care for, spray, trim, protect, plant and replant trees, shrubs and other landscaping on the Common Area 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 Association to keep the Common Area in neat appearance and in good order;

F. 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 hereof entitled "*Easements*";

G. 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;

H. to create subsidiary corporations in accordance with Virginia law;

I. 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;

J. 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, and to prescribe the duties of employees and scope of services of independent contractors;

K. to enter on any Lot to perform emergency repairs or to do other work reasonably necessary for the proper maintenance or protection of the Property;

L. to enter (or have the Association's agents or employees enter) on any Lot 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 lien upon the Lot equal in priority to the lien provided for in the Article and Section hereof entitled "*ASSESSMENTS. Creation of the Lien and Personal Obligation of Assessments*"; provided, however, that the Board shall only

exercise this right after giving the Owner written notice of its intent at least fourteen (14) days prior to such entry;

M. 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, other ordinances applicable to the Property;

N. to adopt, publish and enforce rules and regulations governing the use of the Common Area and Common Facilities and with respect to such other areas of responsibility assigned to it by this Declaration, except where expressly reserved herein to the Members. Such rules and regulations may grant to the Board the power to suspend a Member's voting rights and the Member's right to use Common Facilities or non-essential services for non-payment of assessments and to assess charges against Members for violations of the provisions of the Declaration or rules and regulations, as provided for in the Virginia Property Owners Association Act;

O. to declare the office of a member of the Board vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and

P. to grant and convey or dedicate portions of the Common Area for public use, including without limitation, for public street purposes.

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 occupiers of Lots, and to cause the Common Area and Common Facilities to be maintained in accordance with the Proffers and the standards adopted by the Board;

B. to transfer part of the Common Area to or at the direction of the Declarant, for the purpose of adjusting boundary lines or otherwise in connection with the orderly subdivision or development of the Property, but only to the extent such resubdivision or adjustment does not contravene the requirements of zoning and other ordinances applicable to the Property;

C. after the termination of the Class B membership, 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 cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in place. The fidelity bond coverage shall, at a minimum, be equal to the sum of three (3) months' Annual Assessment of all Lots in the Property plus the Association's reserve funds, if any;

D. to obtain and maintain without interruption a comprehensive coverage of public liability and hazard insurance covering the Common Area and 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 One Million Dollars (\$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) Common Areas and/or Common Facilities which may exist or be erected from time to time on the Common Area, including but not limited to street lights (including the payment of utility costs therefor), 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, and (iv) street lights 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 local governmental authorities requires the Association to maintain (including the payment of utility costs therefor);

F. to pay all proper bills, taxes, charges and fees on a timely basis;

G. to maintain its corporate status; and

H. to enter into contracts on behalf of all Owners and Lots for the removal of snow and the routine pick-up and disposal of trash and disposal of trash and debris

## **ARTICLE VII** **ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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) Annual General Assessments (as hereinafter defined) or charges, (b) Annual Service Assessments (as hereinafter defined), (c) Special Assessments (as hereinafter defined) for capital improvements or other specified items, and (d) Restoration Assessments (as hereinafter defined). Such assessments are to be established and collected as hereinafter provided. The Association's Annual, Special and Restoration 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 such assessment, together with interest, late fees, 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 Annual, Special and Restoration Assessments, when assessed for each year, shall become a lien on the Lot in the amount of the entire Annual, Special or Restoration Assessment, but shall be payable upon resolution of the Board, in equal installments collected on a monthly, bi-monthly, quarterly, semi-annual or annual basis.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents and Owners of the Property; for the administration of the Association; for the enforcement of the provisions of the Declaration, or any other Association document, including but not limited to management, legal and accounting services; for the improvement and maintenance of the Common Area, including but not limited to the payment of taxes, construction of improvements and maintenance of services and facilities devoted to these purposes or related to the use and enjoyment of the Common Area (including, but not limited to, storm water management and storm drainage facilities and easements) or other property which the Association has the obligation to maintain; and, for such other purposes as the Board may determine to be appropriate.

Section 3. Annual Assessments.

A. The Association must levy in each of its fiscal years an annual general assessment (the "**Annual General Assessment**") against each Lot. The amount of such Annual General Assessment shall be established by the Board and written notice of such shall be sent to every Owner at least thirty (30) days in advance of the commencement of each Annual General Assessment period. The Annual General Assessment shall become applicable as to all Lots within a Section of the Property (as such Section is shown on a recorded subdivision plat) on the first day of the month following the first conveyance of a Lot within that Section to an Owner who is not the Declarant or a Builder. The first Annual General Assessment shall be adjusted according to the number of months remaining in the calendar year.

B. The amount of the Annual General Assessment shall be determined by the Board according to its estimate of the cost of providing services or rights of use which are common to all of the Lots.

C. The Association may also, but shall not be required to, levy in each of its fiscal years a separate annual assessment (the "**Annual Service Assessment**") against specific Lots within the Property. The amount of the Annual Service Assessment shall be determined by the Board for specified Lots constituting an Annual Service Assessment group ("**Annual Service Group**") according to its estimated cost of providing services, reserves or rights of use specific to Lots within an Annual Service Group, which services or rights are not enjoyed by all of the Members and are primarily for the benefit of the Members owning a Lot within an Annual Service Group. The amount of an Annual Service Assessment shall be the same for each Lot within an Annual Service Group, but need not be uniform with any other Annual Service Assessment, if any, imposed upon any other Lot within any other Annual Service Group.

Section 4. Special Assessment. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area or Common Facilities, including the fixtures and personal property related thereto, or for any other specified purpose (the "**Special Assessment**"). The Special Assessment shall be levied against all of the Lots within the portions of the Property so benefiting, pro rata according the degree of benefit received by each Lot ("**Special Assessment Group**"). The amount of the Special Assessment shall be the same for each Lot within

a Special Assessment Group, but need not be uniform with the Special Assessment imposed on Lots within other portions of the Property. To be effective, any such assessment shall have the assent of more than two-thirds (2/3) of the votes of each class of Members within the affected portions of the Property, 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, written notice of which setting forth the purpose of the meeting shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 5. Restoration Assessment. The Association may levy and impose a restoration assessment upon any Lot for any charges incurred by the Association related to action taken to bring a Lot into compliance with the provisions of this Declaration, or any other Association document, due to the failure of an Owner to maintain a Lot in accordance therewith, or the enforcement of any applicable laws of any governmental authority ("**Restoration Assessment**"). Written notice specifying (i) the amount of the Restoration Assessment due, and (ii) the number and amounts of the installments by which such Restoration Assessment is to be paid, shall be given to the Owner of each Lot subject thereto. Restoration Assessments are further subject to the provisions of the Article and Section hereof entitled, "*ASSESSMENTS. Remedies of the Association in the Event of Default*".

Section 6. Quorum for any Action Authorized Under Special Assessment Provision. At the first calling of a meeting under the Article and Section hereof entitled, "*ASSESSMENTS. Special Assessment*", the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of Members shall constitute a quorum. If the required quorum does not exist at any such meeting, another meeting may be called subject to the notice requirements set forth in said "*Special Assessment*" Section herein, and to applicable law, and the required quorum at any such subsequent meeting shall be one-half (2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Working Capital Assessment. In addition to the Annual and Special Assessments authorized above, the Association shall establish and maintain a working capital fund.

A. At each settlement on the initial sale by a Declarant or a Builder of a Lot for which a residential use permit has been issued, the purchaser of such Lot shall pay to the Association a one-time working capital assessment of Five Hundred Dollars (\$500.00). Such working capital assessment shall not be considered an advance payment of an Annual Assessment.

B. The Declarant shall make a one time contribution to the working capital fund prior to the conveyance of the first Lot to an Owner who is not a Builder, which contribution shall provide sufficient initial funding so that the Association, together with annual contributions by Members, will have the financial ability to maintain Common Facilities in a proper manner for the use and enjoyment of the residents of the Property.

Section 8. Rate of Assessment. The Annual General Assessment shall be fixed at a uniform rate for all Lots, except for unoccupied Lots owned by the Declarant or a Builder, and the Annual Service Assessments and Special Assessments shall be fixed at a uniform rate for all Lots within each assessment group (but may be a different amount for Lots within different groups), except for

unoccupied Lots owned by the Declarant or a Builder. Any unoccupied Lots owned by the Declarant or a Builder shall be exempt from assessment.

Section 9. Notice of Assessment and Certificate. Written notice of the Annual General Assessments shall be sent to every Member and written notice of the Annual Service Assessments shall be sent to every Member for which such Annual Service Assessment is applicable. The due dates for payment of the Annual Assessments shall be established by the Board. The Association shall, upon demand at any time, 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 10. Remedies of the Association in the Event of Default. 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 higher of: (i) twelve percent (12%) per annum, or (ii) 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 foreclose the lien against the Lot, and interest, costs and reasonable attorneys' fees of any such action 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, right to hold an office within the Association, and right to use Common Facilities or nonessential services offered by the Association to the extent that access to the Member's Lot through the Common Area is not precluded. No assessment shall be refunded in the event of suspension; and
- D. accelerate the due date of the unpaid assessment so that the entire balance shall become due, payable and collectible; and
- E. levy and impose a Restoration Assessment.

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

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any properly recorded first trust or mortgage if such first trust or mortgage was recorded before the delinquent assessment was due. 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 first 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 assessments which thereafter become due or from the lien thereof.

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 local public authority; and (b) the Common Area; however, no land or improvements devoted to dwelling 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 Common Facilities 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, which reserve fund shall be sufficient, in the sole opinion of the Board, to accommodate such future maintenance, repair and replacement and which shall be a component of the Annual General Assessment. Such reserves shall be payable in regular installments rather than by Special Assessment. Such fund shall be conclusively deemed to be a common expense of the Association 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, 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, replacement and maintenance of Common Facilities, including but not limited to sidewalks, parking areas, streets or roadways developed as a part of the Property, equipment replacement, and for start-up expenses and operating contingencies of a nonrecurring nature relating to the Common Area. The Association may establish such other reserves for such other purposes as the Board 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.

## **ARTICLE VIII**

### **ARCHITECTURAL REVIEW BOARD**

Section 1. Composition. The ARB shall be comprised of three (3) or more members. Members shall serve staggered three (3) year terms as determined by the Board. As long as the Declarant or a Builder owns any Lot within the Property, the ARB shall consist of two (2) committees: the New Construction Committee and the Modification and Change Committee. Each committee shall be comprised of three (3) or more members. When neither the Declarant nor a Builder owns a Lot within the Property, the New Construction Committee shall be terminated.

Section 2. Method of Selection. The Declarant shall appoint the persons to serve on the New Construction Committee. The Board shall appoint the persons to serve on the Modification and Change Committee. After the termination of the Class B membership, no member of the Modification and Change Committee may be a Director. The Declarant may assign its rights under

this Article to a Declarant or non-Declarant by a written assignment. A person may serve on both the New Construction Committee and the Modification and Change Committee.

Section 3. Removal and Vacancies. Members of the Modification and Change Committee of the ARB may be removed by the Board 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 Modification and Change Committee of the ARB following each annual meeting of Members, the Modification and Change Committee shall elect from among themselves a chairperson, a vice-chairperson and a secretary who shall perform the usual duties of their respective offices.

Section 5. Duties. The Committees of the ARB 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 ARB is comprised of the two (2) committees described above, the New Construction Committee shall regulate all initial construction, development or improvements on the Property. The Modification and Change Committee shall regulate all modifications and changes to existing improvements on the Property. In furtherance thereof, the ARB shall:

- A. review and approve or disapprove written applications of Owners for proposed alterations or additions to Lots;
- B. periodically inspect the Property for compliance with adopted, written architectural standards and approved plans for alteration;
- C. adopt and publish architectural standards subject to the confirmation of the Board;
- D. adopt procedures for the exercise of its duties and conduct its proceedings in accordance with *Roberts Rules of Order - Revised*, subject to such written amendments as the ARB shall enact, from time to time; and
- E. maintain complete and accurate records of all actions taken by the ARB.

Approval by the ARB 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. Applications for Improvements or Alterations. Prior to construction or installation of any improvement, addition or alteration of a Lot or Structure, a written application ("**Application**") must be filed with, and written approval obtained from, the ARB. Applications shall include plans and specifications, including, but not limited to, design, elevation views, material, shape, height, color and texture, and a site plan and/or house location survey showing the location of all improvements with grading and drainage modifications. Applications must be submitted by

Registered or Certified Mail, Return Receipt Requested, to the ARB. The ARB reserves the right to require any additional information it deems reasonably necessary in order to properly process and assess any Application. The ARB reserves the right to deny any Application which may result in a negative impact on surrounding areas. Owners are solely responsible for determining the necessity of, and obtaining the approval of, any appropriate authority or governmental agency, including obtaining any necessary construction permits, prior to construction or installation of any improvement, addition or alteration of a Lot or Structure.

Section 7. Failure to Act. In the event the ARB fails to approve or disapprove a correctly filed application within forty-five (45) days of the receipt of an application sent by Registered Mail or Certified Mail-Return Receipt Requested, approval by the ARB shall be deemed granted, except for those applications for uses, additions or alterations prohibited by this Declaration or the architectural standards adopted by the Association, in which case no disapproval is necessary to uphold the prohibition. Failure of the ARB or the Board to enforce the architectural standards or to notify an Owner of noncompliance with architectural standards or approved plans for any period of time shall not constitute a waiver by the ARB or the Board of the enforcement of this Declaration at any later date.

Section 8. Enforcement. Any exterior improvement, addition, change or alteration made without application to, and approval of, the ARB shall be deemed to be in violation of these covenants and may be required by the Board to be restored to its original condition at the offending Owner's sole cost and expense.

Section 9. Appeal. Any aggrieved party may appeal a decision of the ARB to the Board by giving written notice of such appeal to the Association or any director within twenty (20) days of the adverse ruling, which appeal must be submitted by Registered Mail or Certified Mail-Return Receipt Requested.

## **ARTICLE IX**

### **RESTRICTIVE COVENANTS**

Section 1. Use. The Property shall be used exclusively for residential purposes except as provided in the Article and Section hereof entitled, "*RESTRICTIVE COVENANTS. Declarant's Activities*", and except for facilities operated by the Association. The Declarant reserves the right, for itself and any Builder, pursuant to a recorded subdivision or resubdivision plat, to alter, amend, and change any lot line or subdivision plan or plat. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Dwelling Unit and appurtenant structures, approved by the Association and appropriate governmental authorities, for use solely by the occupant of the Dwelling Unit.

Section 2. Maintenance. An Owner shall, at all times, maintain its property and all appurtenances thereto in good repair and in a state of neat appearance.

A. Structure Exteriors. The exteriors of all Structures 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 Board in writing.

B. Vegetation. All grassy areas of a lawn shall be kept mowed and shall not be permitted to grow beyond a reasonable height.

C. Sight Lines. No fence, wall, tree, hedge or shrub shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

D. Removal of Trees. Except as required for proper sight lines, no tree with a diameter greater than four inches (4") measured two feet (2') above ground level shall be removed without the approval of the ARB.

E. Water Drainage. All natural water drainage patterns or swales of a Lot shall be properly maintained and preserved so as to not impede or alter the natural drainage patterns and/or swales of a Lot, or which causes the discharge or diversion of water onto neighboring Lots or the Common Area, unless satisfactory alternates approved in writing by the ARB have been provided.

Section 3. Nuisance. 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.

A. Animals. No domesticated or wild animal shall be kept or maintained on any Lot, except for common household pets such as dogs and cats which may be kept or maintained, provided that they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or the neighborhood and are kept in compliance with applicable governmental ordinances. Law enforcement and animal control personnel shall have the right to enter the Property to enforce local animal control ordinances. All "Pit Bulldog" breeds, including, but not limited to, Staffordshire Bull Terriers, Bull Terriers, Pit Terriers and American Pit Bull Terriers (as such list may be modified by the Board from time to time) are prohibited.

No hunting, trapping or killing of any species of wildlife shall be permitted on the Property, except where an Owner's immediate safety is threatened. Any permitted trapping or removal, for any reason, must be carried out in conformance with the applicable governmental rules and regulations governing such activities.

B. Utilities. All telephone, electric and other utility lines shall be installed and located underground, unless otherwise approved by the ARB.

C. Lighting. No exterior lighting on a Lot shall be directed outside the boundaries of the Lot. Exterior lighting which results in an adverse visual impact to adjacent Lots, whether by location, wattage or other features, is prohibited. The ARB shall have the right to determine whether or not exterior lighting results in an adverse visual impact, which decision may be appealed to the Board.



D. Laundry. No clothing, laundry or wash shall be aired or dried on any portion of the Property within public view.

E. Trash. Trash shall be collected and stored in trash receptacles only and not solely in plastic bags. Trash and garbage receptacles shall not be permitted to remain in public view, except on days of trash collection, and except those receptacles designed for trash accumulation located in the Common Area. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on the exterior of any Dwelling Unit. The Association shall have the right, upon seven (7) day's notice, to remove from a Lot, at a Lot Owner's sole expense and cost, any trash or debris it deems detrimental to the health and/or overall character of the Property.

F. Vehicles. No inoperable, junk, unregistered, unlicensed or uninspected vehicle shall be kept on the Property. No portion of the Property shall be used for the repair of a vehicle. No vehicles shall be parked on any Lot except within a garage or on an improved driveway or parking area.

G. 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, except upon the prior written approval of the ARB.

H. Recreational Vehicles. No recreational vehicles or equipment, such as but not limited to boats, boating equipment, travel trailers, horse trailers, camping vehicles or camping equipment shall be parked on the Property without the prior, written approval of the ARB, as to location, size, screening and other relevant criteria. The Association shall not be required to provide a storage area for these vehicles.

I. Towing. The Board shall have the right to tow any vehicle parked or kept in violation of the covenants contained within this Article, upon twenty-four (24) hours' written notice and at the vehicle owner's sole expense.

J. Construction Debris. During construction of improvements on any Lot, the Owner shall maintain its Lot in an orderly fashion, and shall remove all debris and equipment in a timely fashion. All roads and pedestrian access ways around the Lot shall be kept free from equipment, building materials and dirt.

K. Garages. The primary use of all Dwelling Unit garages shall be for the storage of vehicles. Garages of Dwelling Units specifically used by the Declarant or a Builder as a model home are exempt from this restriction until such time as each model home Dwelling Unit is sold and ceases to function as a model home.

Section 4. Modification. No modification or alteration of any Lot, Structure, or any portion thereof, shall be made, installed, constructed, erected, placed, altered and/or externally improved on any Lot or Structure until an Application has been properly filed with, and approved by, the ARB in accordance with the Article and Section hereof entitled, "*ARCHITECTURAL REVIEW BOARD*."

*Applications for Improvements or Alterations"*, and, if required, proper authority has been granted by appropriate authorities and, where required, appropriate construction permits obtained.

A. Paint. Approval of the ARB is not required for repainting or re-staining a Structure or an element of a Structure to match its original color. However, prior written approval by the ARB is required for color changes to any Structure or portion thereof.

Section 5. Structures. No Structure or addition to a Structure shall be erected, placed, altered or externally improved on any Lot until an Application has been properly filed with, and approved by, the ARB in accordance with the Article and Section hereof entitled, "*ARCHITECTURAL REVIEW BOARD. Applications for Improvements or Alterations*", and, if required, proper authority has been granted by appropriate authorities and, where required, appropriate construction permits obtained.

A. Water Drainage. No Structure shall be erected or built on any Lot which impedes the natural water drainage patterns or swales of a Lot, or which causes the discharge or diversion of water onto neighboring Lots or the Common Area, unless satisfactory alternates approved in writing by the ARB have been provided.

B. Fences. No fence or enclosure shall be erected or built on any Lot until first approved in writing by the ARB as to location, height, material and design. 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. The standards for fences contained herein are in addition to any laws or ordinances applying to fencing, and do not relieve an Owner from compliance with such laws and ordinances.

C. Antennae/Satellite Dishes. Standard TV antennas and other over-the-air reception devices (including satellite dishes) of less than one meter (39 inches) in diameter shall be permitted, subject to reasonable standards regarding placement, screening, maintenance and indemnity obligations, which may be adopted by the Architectural Review Board from time to time, such standards to be in conformity with Federal Communications Commission Regulations (47 CFR 1.4000), as amended; provided, however, that all such rules relating to antennae and satellite dishes shall not unreasonably delay installation, interfere with reception or increase the cost. Should any regulations adopted herein or by the ARB conflict with federal law, such rules as do not conflict with federal law shall remain in full force and effect.

D. Signage. The only signs permitted on the Property shall be customary home and address signs and real estate sale or lease signs which have received the prior written approval of the ARB ("**Permitted Signs**"). No more than one (1) Permitted Sign shall be displayed to public view on any Lot, must be less than or equal to two (2) square feet in total surface area, and shall not be illuminated. All Permitted Signs advertising the property for sale or rent shall be removed within three (3) days from the date of the conveyance of the Lot or of the execution of the lease agreement, as applicable. All signage must be in conformance with Zoning Requirements. Notwithstanding the foregoing, community entrance signs maintained by the Association shall not be subject to these conditions and restriction, but shall be in conformance with County Zoning Requirements.

Section 6. Leases. Any rental agreement for a Dwelling Unit must be for an initial period of at least six (6) months, must be in writing and must be subject to the rules and regulations set forth in this Declaration and in the other Association 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 such documents shall be a default under the rental agreement, and the Owner shall be responsible for enforcing this provision. In the event any such rental agreement fails to include the covenants set forth in this Declaration, all such covenants shall be deemed incorporated into the rental agreement.

Section 7. Declarant's Activities. The provisions of this Article shall not apply to the development of or construction of improvements on the Property by the Declarant, a Builder, or their respective assigns. The Declarant and any Builder or their respective 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.

Section 8. Rules and Regulations. The Association shall have the authority to adopt such rules and regulations regarding this Article as it may from time to time consider necessary or appropriate.

## **ARTICLE X** **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. Exercise of Easement Rights. When not an emergency situation or a governmental function, the rights accompanying the easements provided for in the Article and Section hereof entitled, "*EASEMENTS. Blanket Easements*", 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 3. 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.

Section 4. Development. The Declarant, a Builder and their respective 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.

Section 5. Utilities. So long as the Declarant or a Builder owns any Lots within the Property, there is reserved to the Declarant or the Builder 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 Builder or their respective 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" and/or "recreation" designation thereof.

Section 6. Release of Public Improvement Bonds. There is reserved to the Declarant and Builders an easement and the right to grant and reserve easements or to vacate or terminate easements across all Lots and Common Area as may be required by any governmental agency or authority or utility in connection with the release of improvement bonds or the acceptance of public streets for state maintenance with respect to the Property.

Section 7. Declarant-Retained Easement Rights. So long as the Declarant owns any Lots within the Property, there is reserved to the Declarant a non-exclusive easement over all Lots and the Common Area for the purposes of correcting drainage, regrading, maintenance, landscaping, mowing and erecting street intersection signs, directional signs, temporary promotional signs, entrance features, lights and wall features, and for the purpose of executing any of the powers, rights, or duties granted to or imposed on the Association herein.

Section 8. Maintenance of Storm Drainage Easements.

A. The Association and Owners of individual Lots are responsible for the maintenance of any and all storm drainage and storm water management facilities contained within such easements located on their respective properties. The Association and each Owner of a Lot containing such easements shall keep all easement areas on their respective properties free of debris so as to not impede drainage. Such Association/Owner maintenance to include items such as mowing and weeding, removal of litter and other debris, and care and maintenance of trees and other vegetation; provided, however, that neither the Association nor any Owner shall alter, disturb nor make any changes to the elevation or contours of any open channel, ditch, swale, berm or other drainage facility within the easement after the completion of the construction of the facilities in accordance with the County-approved plans. Each Owner's responsibility to perform such maintenance obligations shall run with the land. Notwithstanding the foregoing, the County shall, pursuant to the Deed of Subdivision, maintain the physical infrastructure of storm drainage facilities contained within the easement, including pipes and other structures, inlets and catch basins, and shall remove debris and other obstructions from open channels.

Section 9. Private Driveways. All driveways over and across any Lot within the Property are private, and the construction, maintenance and repair of any such driveway and its facilities is the responsibility of each Owner of a Lot benefiting therefrom. The construction, maintenance and repair of all such driveways shall not be the responsibility of the Association, the County or the Commonwealth of Virginia.

Section 10. Public Entity Easements. In the event any conflict arises between the terms and provisions of this Declaration and any easement previously or subsequently granted to a Public Entity, any such easement to a Public Entity shall prevail over the terms and provisions of this Declaration.

## **ARTICLE XI** **COMMON DRIVEWAYS**

### Section 1. Restrictions.

A. Common Driveways shall be used exclusively for the purpose of ingress and egress to CD Beneficiary Lots and for the construction and maintenance of utilities for CD Encumbered Lots.

B. No act shall be performed by any Owner, member of such Owners' household or their tenants, guests or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other Owner of CD Beneficiary Lot in and to the Common Driveway.

C. There shall be no parking within Common Driveways at any time except for delivery and/or emergency vehicles, unless the Board of Directors, by Resolution, determines otherwise upon petition of an Owner of a CD Encumbered Lot.

Section 2. Maintenance, Damage or Destruction . In the event that any Common Driveway needs maintenance or is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

A. through the act or omission of an Owner or member of such Owner's household or any of such Owner's agents, tenants or guests, (whether or not such act or omission is negligent or otherwise culpable), it shall be the obligation of such Owner to maintain, rebuild and repair the Common Driveway without cost to the other Owners of CD Beneficiary Lots served by that Common Driveway;

B. other than by the act or omission of an Owner for which such Owner is responsible, it shall be the obligation of all Owners of CD Beneficiary Lots served by that Common Driveway to maintain, rebuild and repair such Common Driveway at their joint and equal expense.

### Section 3. Maintenance Escrow .

A. Each CD Beneficiary Lot shall be subject to an annual charge for the purpose of meeting the cost of maintaining, rebuilding and repairing a Common Driveway. The amount of the annual charge shall be determined by the Board of Directors and may differ for individual Common Driveways, depending upon the size of the Common Driveway and the number of CD Beneficiary Lots served thereby.

B. The failure of any Owner to pay the annual charge within thirty (30) days from the start of each fiscal year shall result in an assessment being levied against such Owner's Lot.

C. The Association shall hold the annual charge in escrow and shall maintain a separate accounting for the escrowed funds for each Common Driveway.

D. The escrowed funds will be disbursed at the request of the Owners of a majority of the CD Beneficiary Lots served by a Common Driveway. If escrowed funds are not adequate to pay all costs of maintenance, rebuilding and repair of a Common Driveway, all Owners of CD Beneficiary Lots served by such Common Driveway shall pay the excess costs equally.

E. If the Owners of CD Beneficiary Lots do not perform all necessary maintenance, rebuilding and repairs to the Common Driveway that serves their Lots, the Association may do so as their agent, using the funds escrowed for that Common Driveway and, if such escrowed funds are insufficient, funds collected by Special Assessment on the CD Beneficiary Lots served by that Common Driveway to cover the cost of the work.

## **ARTICLE XII** **PARKING**

The Board 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 for the benefit of the Owners, which rules and regulations may include assignment of parking spaces for Owners and/or visitors 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.

## **ARTICLE XIII** **PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the 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 restrictive covenants 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, by Registered Mail or Certified Mail-Return Receipt Requested, or by hand delivery when such delivery is receipted, such consent of the adjoining Owner shall be deemed received.

**Section 5. 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.

**Section 6. Dispute.** In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board, who shall decide the dispute.

#### **ARTICLE XIV** **AIRPORT IMPACT OVERLAY DISTRICT DISCLOSURE**

A portion of the Property lies within the Airport Impact Overlay District and outside of, but within one mile of the LDN 60 noise corridor for Washington Dulles International Airport, as such are defined in Section 4-1400 of the *1993 Loudoun County Zoning Ordinance*, as amended, and, therefore, is impacted by aircraft overflights and aircraft noise.

#### **ARTICLE XV** **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 either a material portion of the Common Area or the Lot that is the security for the indebtedness due the Mortgagee;

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 sixty (60) 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; and

D. any proposed action that would require the consent of a specified percentage of Mortgagees.

Section 2. Unpaid Assessments. Any Mortgagee, who obtains title to a Lot pursuant to the remedies provided in its mortgage or deed of trust or foreclosure of the mortgage or deed of trust or deed in lieu of foreclosure, will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to the Lot by the Mortgagee.

Section 3. 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.

Section 4. Notice by Request. As set forth in this Article, Mortgagees shall have the right, upon request, to receive notice of (a) the decision of the Owners to abandon or terminate the Planned Unit Development (as defined by the Federal National Mortgage Association); and (b) any material amendment to the Declaration, the By-Laws or the Articles of Incorporation.

Section 5. Mortgagee Approval. The approval of any Mortgagee shall be deemed accepted by the Association in the following forms: (a) written approval; (b) any written waiver of approval rights; (c) a formal letter stating no objection; or, (d) presumptive approval if a Mortgagee does not respond within thirty (30) days to any notice sent through the United States Postal Service by Certified Mail, Return Receipt Requested, provided that the Association receives a U.S. Postal Service Return Receipt signed by an authorized agent of the Mortgagee confirming receipt of any such notice by the Mortgagee. Refusal of any notice by a Mortgagee shall in no way affect the validity of any such notice. Approval of Mortgagees shall be calculated based on one vote for each first deed of trust held by a Mortgagee.

Section 6. Rights. Provided that improvements have been constructed in the Common Area and provided that a Mortgagee gives written notice to the Association that it has relied on the value of the improvements in making a loan on a portion or all of the Property, then such Mortgagee shall be further entitled to the following rights:



A. Subject to the right of the Declarant to annex additional areas as provided in the Article hereof entitled "*GENERAL PROVISIONS*", unless at least sixty-seven percent (67%) of the total allocated votes in the Association and Mortgagees representing at least fifty-one percent (51%) of those Lots that are subject to mortgages or deeds of trust have given their prior written approval, the Association shall not:

1. fail to maintain fire and extended coverage insurance on insurable parts of the Common Area or other Association property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value, based on current replacement costs, not including land value;

2. use hazard insurance proceeds for losses to the Common Area or other Association property for other than the repair, replacement or reconstruction of such property;

3. add or amend any material provision of this Declaration or related Association documents concerning the following:

a. voting rights of any Member;

b. increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens;

c. reductions in reserves for maintenance, repair and replacement of those parts of the Common Area that may be replaced or require maintenance on a periodic basis by more than twenty-five percent (25%);

d. insurance or fidelity bonds;

e. responsibility for maintenance and repair of the Property;

f. annexation or withdrawal of property to or from the Property (other than annexation or withdrawal of those properties referred to in the Article hereof entitled, "*PROPERTY SUBJECT TO THIS DECLARATION, ANNEXATION AND WITHDRAWAL*");

g. imposition of any restriction on the leasing of Dwelling Units;

h. imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey its property;

i. restoration or repair of the Property after damage or partial condemnation;

j. reallocation of interests in the Common Area or rights to its use, except as provided in the Articles hereof entitled "VOTING RIGHTS" and "PROPERTY RIGHTS" herein;

k. termination of the legal status of the Association after substantial destruction or condemnation of the subdivision occurs; and

l. any provisions that are for the express benefit of Mortgagees.

4. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. The resubdivision and/or adjustment of boundary lines of the Common Area and the granting of easements by the Association shall not be deemed a transfer or subdivision within the meaning of this clause.

5. by act or omission waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Dwelling Units and their appurtenances, the exterior maintenance of Dwelling Units and their appurtenances, the maintenance of the Common Area, common fences and driveways and the upkeep of lawns and plantings in the Property.

An addition or amendment to this Declaration or related Association documents shall not be considered material if it is for the purpose of clarification or correcting errors. A Mortgagee who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days of receipt of such request shall be deemed to have approved such request.

B. A Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The Mortgagee making such payments shall be owed immediate reimbursement therefor from the Association.

C. In the event that there is a condemnation or destruction of the Common Area or other Association property, to the extent practicable, condemnation or insurance proceeds shall be used to repair or replace the condemned or destroyed property.

D. Should there be excess insurance or condemnation proceeds after the renovation, repair or reconstruction called for herein, such excess proceeds may be distributed equally to the Owners, apportioned equally by Lot; subject, however, to the priority of a Mortgagee with regard to the proceeds applicable to the Lot securing said Mortgagee and in accordance with Virginia law.

E. The Association must provide an audited financial statement for the preceding fiscal year to a Mortgagee upon its written request at the Mortgagee's expense.

F. Eligible Mortgagees representing at least fifty-one percent (51%) of the votes of the mortgaged Lots must consent to the termination of the legal status of the Association for reasons other than substantial destruction or condemnation of the Property.

G. The Association shall cause the immediate repair, reconstruction or renovation of any damage to the Common Area, unless a decision not to repair, reconstruct or renovate is approved by a majority of the Mortgagees.

## **ARTICLE XVI** **ENFORCEMENT**

**Section 1. Right to Enforce.** As long as the Declarant is continuing in the development of the Property, the Declarant shall have the sole right to enforce the terms and conditions of this Declaration, provided that such right may be delegated from time to time, in whole or in part, to the Association. Following the sale of the last Lot by the Declarant, the 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. Furthermore, the Declarant and/or the Association shall have the right to enforce any applicable laws of any governmental authority upon any Owner or Lot failing to comply with said governing documents or laws. Failure by the Association or by any Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or an Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association or any Owner pursuant to any term, provision, covenant or condition of the 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. Notwithstanding the foregoing, the right of an Owner to enforce this Declaration may be terminated or limited upon a written resolution adopted by a vote of at least two-thirds (2/3rds) of the Board, upon a determination that enforcement related to a specific violation or violations would not be in the best interest of the Association.

**Section 2. Relief.** The Declarant, its successors and assigns, for so long as it shall have Class B membership status, and the Association, shall be entitled to recover any costs, including without limitation attorneys' fees, incurred in connection with the enforcement of the provisions of this Declaration or any other governing document of the Association or any applicable laws of any governmental authority upon any Owner or Lot failing to comply with said governing documents or laws.

Section 3. Payment of Enforcement Expenses. The cost of any expenses arising out of any enforcement action as set forth in the Article hereof entitled, *ENFORCEMENT*, including but not limited to legal services and court fees, may be paid out of the Annual General Assessment funds collected by the Association. Such costs shall be subject to recovery from any Owner(s) determined or found to be in violation, in accordance with the provisions of this Declaration, and shall constitute a lien on such Owner's Lot, as herein provided.

## **ARTICLE XVII** **GENERAL PROVISIONS**

Section 1. Severability; Conflict. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect. In the case of any conflict between the Articles of Incorporation and this Declaration, the Articles of Incorporation shall control; in the case of any conflict between this Declaration and the By-Laws, this Declaration shall control.

Section 2. Interpretation. The headings used in this Declaration are for reference and convenience only, and shall not enter into the interpretation of this Declaration and the covenants, rights and/or obligations expressed herein. All pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. The singular number shall include the plural, and *vice versa*, unless the context requires otherwise.

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 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. During the period of time Declarant owns a Lot within the Property, Declarant may unilaterally amend this Declaration for any reason by recordation of an amendment to the Declaration among the Land Records following notice to all Owners of Lots within the Property. Furthermore, during such time, the Declarant is authorized to execute any such amendment on behalf of the Association. After such time as the Declarant no longer owns any Lot within the Property, the covenants and restrictions of this Declaration may be amended in whole or in part with the assent of at least sixty-seven percent (67%) 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 may unilaterally amend this Declaration for any reason prior to the first conveyance of a Lot to an Owner other than the Declarant or a Builder, and thereafter may make any amendment required by any of the federal mortgage agencies, such as the Veterans Administration, Federal Housing Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, or by the applicable local governmental agencies, as a condition of the approval of this Declaration, by the execution and recordation of such amendment following notice to all Members.

Section 5. Waiver. The Declarant, as the present most interested party in maintaining the high quality of development which by these covenants is 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, which waiver or alteration shall be evidenced by the mutual written consent of the Declarant and the then-Owner of the Lot as to which some or all of said restrictions are to be waived or altered; such written consent to be duly acknowledged and recorded among the Land Records.

Section 6. Notices. Any and all notices required to be given hereunder to any interested party, including Members and Owners, shall be sent, in writing, either by First Class United States Mail, postage pre-paid, or, at the discretion of the Association, by e-mail or facsimile transmission, to the address on file with the Association for said interested party. It is the responsibility of all interested parties to provide the Association with a valid and current address for notice purposes. Absent receipt of a written notification identifying an address for notice purposes, the street address of the individual Lot shall serve as the address for notice purposes. Notices shall set forth the purpose for their issuance, such as the reason for which a meeting has been called or the necessity of any Assessment levied, and shall contain the date, time and location of the meeting or occurrence, including the due date of any Assessment levied and any relevant method of appeal. Notwithstanding the foregoing, Applications and appeals shall be submitted as required in the Article hereof entitled "*ARCHITECTURAL REVIEW BOARD*".

Section 7. Management Contracts. For such time as the Declarant or a Builder has Class B membership status, 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 Association shall have the right to terminate such contracts, with or without cause, upon thirty (30) days' written notice to the other party and without payment of a termination fee.

Section 8. County Approval. Certain provisions are contained within this Declaration to comply with the conditions of subdivision approval applicable to the property subjected to this Declaration. No supplementary declaration or amendments shall impair the right and authority of the County to require compliance with the subdivision approval conditions applicable to the Property without the prior written approval of the County. In addition, the Association shall not be dissolved, except pursuant to a consolidation or merger with an entity formed for similar purposes, or the Declaration terminated, without prior written approval of the County.

Section 9. Dissolution. The Association may be dissolved with the assent given in writing and signed by Members possessing voting rights equaling at least two-thirds (2/3) of the total voting rights of each class of Members, or in accordance with Title 13.1, Chapter 10, Article 13 of the Code of Virginia or, following a vote at a meeting held in conformity with the requirements of Section 13.1-842 of the Code of Virginia, 1950, as amended. The Association shall not be dissolved, except pursuant to a consolidation or merger with an entity formed for similar purposes, or the Declaration terminated, without the prior written approval of the County. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, both real and personal,

shall be offered to an appropriate public agency to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association. In the event that such offer of dedication is refused, such assets shall be then offered to be granted, conveyed or assigned to any non-profit corporation, trust or other organization devoted to similar purposes and in accordance with Virginia law. Any such dedication or transfer of the Common Area shall not be in conflict with then-governing zoning ordinances or the designation of the Common Area as "open space".

[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals:

THE RESIDENCES AT GREENFIELD CROSSING,  
L.L.C., a Virginia limited liability company

By: K. Hovnanian Developments of Virginia, Inc.,  
a Virginia corporation,  
Its Sole Member

By: Gary Chandler (SEAL)  
Name: Gary Chandler  
Title: Division President

COMMONWEALTH OF VIRGINIA,  
COUNTY OF Virginia, to wit: Fairfax

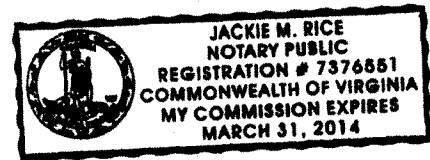
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that  
Gary Chandler, as Division President of K.  
Hovnanian Developments of Virginia, Inc., Sole Member of THE RESIDENCES AT  
GREENFIELD CROSSING, L.L.C., whose name is signed to the foregoing Declaration, appeared  
before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 13<sup>th</sup> day of January, 2011.

My Commission expires:


3/31/2014

Jackie M. Rice  
Notary Public



TRUSTEES' CONSENT

The Trustees, either of whom may act, execute this Declaration for the purpose of consenting to the subjection of the Declarant's Property to the covenants, condition and restrictions created herein.

 (SEAL)  
DENNIS M. GRIFFITH, TRUSTEE

\_\_\_\_\_(SEAL)  
F. KEVIN REYNOLDS, TRUSTEE

STATE/Commonwealth of Virginia  
CITY/COUNTY OF Fairfax, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that DENNIS M. GRIFFITH, TRUSTEE, whose name is signed to the foregoing Declaration, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 11 day of January, 2011.

My Commission expires:

10/31/2011

  
Notary Public

My notary registration number is 7085663



STATE/Commonwealth of \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that F. KEVIN REYNOLDS, TRUSTEE, whose name is signed to the foregoing Declaration, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My notary registration number is \_\_\_\_\_



BENEFICIARY:  
CARDINAL BANK, a Virginia banking corporation

By: [Signature] (SEAL)  
Name: Richard F. Schoen  
Title: Senior Vice President

STATE/Commonwealth of Virginia  
CITY/COUNTY OF Fairfax, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that  
Richard Schoen, as SW of  
CARDINAL BANK, Beneficiary, whose name is signed to the foregoing Declaration, appeared  
before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 11 day of January 2011.

My Commission expires:

03/2011

[Signature]  
Notary Public

My notary registration number is 2085663



GREENFIELD CROSSING HOMEOWNERS  
ASSOCIATION, INC., a Virginia non-stock  
corporation

By: David C. Pike (SEAL)  
Name: David C. Pike  
Title: President

COMMONWEALTH OF VIRGINIA,  
COUNTY OF Fairfax, to wit:

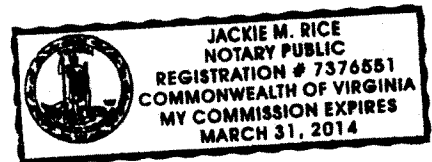
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that  
David C. Pike, as President of  
GREENFIELD CROSSING HOMEOWNERS ASSOCIATION, INC., whose name is signed to the  
foregoing Declaration, appeared before me and personally acknowledged the same in my jurisdiction  
aforesaid.

GIVEN under my hand and seal this 13<sup>th</sup> day of January, 2011.

My Commission expires:

3/31/2014

Jackie M. Rice  
Notary Public



**EXHIBIT A**

**(Subject Property)**

ALL THOSE certain lots or parcels of land, situate, lying and being in Loudoun County, Virginia, duly created and platted by Deed of Dedication, Subdivision, Easement, Conveyance and Vacation recorded contemporaneously herewith, and more particularly described as follows:

**LOTS 1 THROUGH 107, INCLUSIVE, AND PARCELS A, B AND C,  
INCLUSIVE, GREENFIELD CROSSING**

AND BEING the same property acquired by The Residences at Greenfield Crossing, L.L.C., by Deed recorded as Instrument Number 20100924-0058687 among the aforesaid land records.

**EXHIBIT B**

**(Additional Property)**

Any real property which is within a one (1) mile radius of any of **LOTS 1 THROUGH 107, INCLUSIVE, AND PARCELS A, B AND C, INCLUSIVE, GREENFIELD CROSSING**, or immediately adjacent or contiguous to such other properties which may, from time to time, be subject to the Declaration for Greenfield Crossing Homeowners Association, Inc. As used herein, the term "adjacent" shall include, without limitation, real property which may be separated only by a public or private street.