

K = Correct 0/18/75
DB 1690 page 1860

EXHIBIT B

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

VALLEY SPRINGS

Town of Purcellville, Virginia

HAIGHT, TRAMONTE, SICILIANO, FLASK & YEONAS
8221 OLD COURTHOUSE ROAD, #300
VIENNA, VIRGINIA 22182

Return to:
Haight, Tramonte, Siciliano, Flask & Yeonas, P.C.
8221 Old Courthouse Road, Suite 300
Vienna, Virginia 22182
Attn: Sara T. O'Hara, Esq.

TABLE OF CONTENTS

		Page
ARTICLE I -	DEFINITIONS	2
	Section 1 - Association	2
	Section 2 - Common Area	2
	Section 3 - Declarant	2
	Section 4 - Declaration	2
	Section 5 - Developer	2
	Section 6 - Dwelling Unit	3
	Section 7 - Federal Agencies	3
	Section 8 - Lot	3
	Section 9 - Member	3
	Section 10 - Mortgagee	3
	Section 11 - Owner	3
	Section 12 - Property	3
ARTICLE II -	MEMBERSHIP	3
ARTICLE III -	VOTING RIGHTS	4
	Section 1 - Classes	4
	Section 2 - Annexation	4
	Section 3 - Multiple ownership interests	5
ARTICLE IV -	PROPERTY RIGHTS	5
	Section 1 - Member's Easements of Enjoyment	5
	Section 2 - Delegation of Use	7
ARTICLE V -	ASSESSMENTS	7
	Section 1 - Creation of the Lien and Personal Obligation of Assessments	7
	Section 2 - Purpose of Assessment	8
	Section 3 - Establishment of Annual Assessment	8
	Section 4 - Basis and Maximum of Annual Assessments	8
	Section 5 - Special Assessments	9
	Section 6 - Quorum for any Action Authorized Under Sections 4 or 5	9
	Section 7 - Working Capital Assessment	10
	Section 8 - Rate of Assessment	10
	Section 9 - Notice of Assessment and Certificate	10
	Section 10 - Remedies of the Association in the Event of Default ..	10
	Section 11 - Subordination of the Lien to Mortgages	11
	Section 12 - Exempt Property	11
	Section 13 - Reserves for Replacements	11

	Page
ARTICLE VI - RESTRICTIVE COVENANTS	12
Section 1 - Use	12
Section 2 - Modifications	12
Section 3 - Laundry	12
Section 4 - Sight Lines	12
Section 5 - Vegetation	13
Section 6 - Noxious Activity	13
Section 7 - Signs	13
Section 8 - Animals	13
Section 9 - Trash	13
Section 10 - Antennae	13
Section 11 - Paint	14
Section 12 - Exteriors of Structures	14
Section 13 - Fences	14
Section 14 - Vehicles	14
Section 15 - Commercial Vehicles	14
Section 16 - Recreational Vehicles	14
Section 17 - Towing	14
Section 18 - Leases	14
Section 19 - Declarant's Activities	15
Section 20 - Rules and Regulations	15
ARTICLE VII - ARCHITECTURAL REVIEW BOARD	15
Section 1 - Composition	15
Section 2 - Method of Selection	15
Section 3 - Removal and Vacancies	15
Section 4 - Officers	15
Section 5 - Duties	15
Section 6 - Failure to Act	16
Section 7 - Enforcement	16
Section 8 - Appeal	17
ARTICLE VIII- EASEMENTS	17
Section 1 - Blanket Easements	17
Section 2 - Exercise of Easement Rights	17
Section 3 - Encroachments	17
Section 4 - Development	17
Section 5 - Utilities	17
Section 6 - Release of Public Improvement Bonds	18
Section 7 - Declarant-Retained Easement Rights	18

ARTICLE IX -	[INTENTIONALLY OMITTED]	
ARTICLE X -	[INTENTIONALLY OMITTED]	
ARTICLE XI -	POWERS AND DUTIES OF THE ASSOCIATION	18
	Section 1 - Discretionary Powers and Duties	18
	Section 2 - Mandatory Powers and Duties	20
	Section 3 - Board Authority to Act.....	21
ARTICLE XII -	RIGHTS OF MORTGAGEES	21
	Section 1 - Veterans Administration	21
	Section 2 - Federal Housing Authority	22
	Section 3 - Freddie Mac.....	23
	Section 4 - Fannie Mae.....	24
	Section 5 - General	25
ARTICLE XIII-	GENERAL PROVISIONS	26
	Section 1 - Enforcement	26
	Section 2 - Severability; Headings; Conflict.....	27
	Section 3 - Duration	27
	Section 4 - Material Amendment/Extraordinary Action.....	27
	Section 5 - Amendment	29
	Section 6 - Special Amendment	29
	Section 7 - Waiver.....	29
	Section 8 - Annexation of Additional Property	30
	Section 9 - Withdrawable Real Estate	30
	Section 10 - Management Contracts	30
	Section 11 - Dissolution	30

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

VALLEY SPRINGS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of JUNE 28, 1999 by and between **RICHMOND AMERICAN HOMES OF VIRGINIA, INC.**, a Virginia corporation, its successors and assigns (the "Declarant"); and **VALLEY SPRINGS HOMEOWNERS ASSOCIATION**, a Virginia non-stock corporation, its successors and assigns (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 the Town of Purcellville, Virginia, known as Lots 1 through 3, 17 through 21, and 39, VALLEY SPRINGS OF PURCELLVILLE as the same are duly subdivided, platted and recorded by the attached Deed of Subdivision.

B. The Association is, or at the time of recordation of this Declaration will be, the owner of certain real property located in the Town of Purcellville, Virginia, known as Parcels A-1 and C-1, VALLEY SPRINGS OF PURCELLVILLE as the same are duly subdivided, platted and recorded by the attached Deed of Subdivision.

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

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

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

F. The Declarant has incorporated or intends to incorporate as a non-stock corporation under the laws of the Commonwealth of Virginia, VALLEY SPRINGS

HOMEOWNERS ASSOCIATION for the purpose of exercising the functions of the Association.

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. "Association" shall mean and refer to VALLEY SPRINGS HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Members, and shall include any private streets shown on an approved plat of the Property and located within the Common Area's boundaries.

Section 3. "Declarant" shall mean and refer to Richmond American Homes of Virginia, Inc. and its successors or assigns (i) to whom Richmond American Homes of Virginia, Inc. assigns any or all of its rights as Declarant pursuant to this Declaration by assignment recorded in the appropriate 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 4. "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 5. "Developer" shall mean and refer to Richmond American Homes of Virginia, Inc. and its assignees so long as such assignees receive a written assignment from Richmond American Homes of Virginia, Inc.

Section 6. "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 7. "Federal Agencies" shall mean the Veterans Administration ("VA"), Federal Housing Authority ("FHA"), Fannie Mae and Freddie Mac.

Section 8. "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 9. "Member" shall mean and refer to every person or entity who holds a membership in the Association, as more particularly set forth in Article II below.

Section 10. "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. An "Eligible Mortgagee" shall be a Mortgagee who has given notice to the Association of its interest and requested all rights afforded Eligible Mortgagees under Article XII.

Section 11. "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 12. "Property" shall mean and refer to that certain real property described as Lots 1 through 3, 17 through 21, and 39, and Parcels A-1 and C-1, VALLEY SPRINGS OF PURCELLVILLE as the same are duly subdivided, platted and recorded by the attached Deed of Subdivision, and such additions thereto which, from time to time, may be brought within the jurisdiction of the Association.

ARTICLE II 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 III VOTING RIGHTS

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

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 entitled "Membership" herein.

Class B: The Class B Member(s) shall be the Declarant. A Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by the Article entitled "Membership" herein. 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:

(a) within four (4) months after the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) seven (7) years from the date of recordation of this Declaration; or

(c) sixty (60) days after the Declarant abandons construction (i.e., no new dwelling construction has been initiated for a period of ten (10) months, unless there is evidence of continuing construction).

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, 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) within four (4) months after the total votes outstanding in Class A membership in the annexed property equal the total votes outstanding in the Class B membership in such annexed property; or

(b) five (5) years from the date of recordation of the document annexing such property; or

(c) sixty (60) days after the Declarant abandons construction (i.e., no new dwelling construction has been initiated for a period of ten (10) months, unless there is evidence of continuing construction).

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.

ARTICLE IV PROPERTY RIGHTS

Section 1. Member's Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to:

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

(b) the right of the Association to limit the number of guests of Members on the Common Area or to make any recreational facility available to occupants of adjacent real estate or members of the general public;

(c) the right of the Association to adopt and enforce rules and regulations governing the use of the Common Area and facilities and the personal conduct of Owners, occupants and guests thereon, including, without limitation, the imposition of fines 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 and the provision of utilities to the Lot through the Common Area are 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, subject to this Declaration and the easement of enjoyment created hereby, to mortgage the Common Area subject to such Member, Mortgagee and Federal Agencies' approvals as may be provided in the Declaration 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". In the event of default upon any mortgage or deed of trust on the Common Area, after taking possession of such Common Area, a lender's rights are limited to charging reasonable admission and other fees as a condition of continued enjoyment by Members, and if necessary, to a wider range of users. Upon satisfaction of the mortgage or deed of trust, such Common Area shall be returned to the Association with full restoration of the Members' rights;

(f) the right of the Association at any time, or upon dissolution of the Association, and consistent with the then-existing zoning and subdivision ordinances of the Town of Purcellville, Virginia (the "Town") and Loudoun County, Virginia (the "County") and their designations of the Common Area as "open space", to transfer all or any part of the Common Area to the Town of Purcellville first, then to an appropriate governmental agency, or, if such a transfer is declined, then to any non-profit corporation, trust or other organization devoted to similar purposes and in accordance with Virginia law. Except in the case of dissolution, any such 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;

(h) the right of the Association to lease the Common Area, provided however that such lease(s) must:

- (i) be only to non-profit organizations;
- (ii) prohibit assignment and subleasing;
- (iii) require the prior, written approval of the Association of uses of the Common Area and facilities, which must be in accordance with this Declaration;
- (iv) be consistent with the then-existing ordinances of the Town and County; and
- (v) be consistent with the open space designation of the Common Area;

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

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

(k) the right of the Declarant to erect, maintain and operate real estate sales and construction offices, displays, signs and other facilities for sales, marketing and construction purposes.

The Association, acting through the Board of Directors, may exercise these rights without Member, Mortgagee or Federal Agencies' approvals unless provided otherwise in this Declaration.

Section 2. Delegation of Use. Any Member may delegate its right of enjoyment to the Common Area and facilities to the members of its immediate household, its tenants or contract purchasers who reside on the Member's Lot. However, by accepting a deed to such Lot, every Owner covenants that should the Owner 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.

ARTICLE V 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 Assessments (as hereinafter defined) or charges and (b) Special Assessments, (as hereinafter defined) for capital improvements or other specified items. Such assessments are to be established and collected as hereinafter provided. The Association's Annual and Special 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, 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 and Special Assessments, when assessed for each year, shall become a lien on the Lot in the amount of the entire Annual or Special Assessment, but shall be payable upon resolution of the Board of

Directors, in equal installments collected on a monthly, bi-monthly, quarterly, semi-annual or annual basis.

Section 2. Purpose of Assessment. The assessments 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 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 or other property which the Association has the obligation to maintain, and for such other purposes as the Board of Directors may determine to be appropriate.

Section 3. Establishment of Annual Assessment.

(a) The Association must levy in each of its fiscal years an annual assessment (the "**Annual Assessment**"), against each Lot. The amount of such Annual Assessment shall be established by the Board of Directors, subject to the limitations imposed by Section 4 of this Article, and written notice of such shall be sent to every Owner at least thirty (30) days in advance of the commencement of each Annual Assessment period. The Annual 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. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year.

(b) The amount of the Annual Assessment shall be determined by the Board of Directors according to its estimate of the cost of providing services or rights of use which are common to all of the Lots. The Annual Assessment shall include a Fire and Rescue Service Assessment which shall be collected by the Association and initially paid to the Town of Purcellville for equal distribution to the appropriate Fire and Rescue services and annually thereafter to the Fire and Rescue companies providing service to the Lots. The Fire and Rescue Service Assessment shall be Sixty Dollars (\$60.00) per residential unit per year (\$30.00 to the Fire Company and \$30.00 to the Rescue Company) and shall be paid to the Association by the owner of each residential unit and the Association shall then forward said Assessment to the applicable payee as aforesaid, commencing with the issuance of a zoning permit for such residential unit.

Section 4. Basis and Maximum of Annual Assessment. Until January 1 of the year immediately following conveyance of the first Lot to an Owner other than the Declarant, the maximum Annual Assessment shall be One Thousand One Hundred Dollars (\$1,100.00).

(a) From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner other than the Declarant, the maximum Annual Assessment shall increase effective January 1 of each year, without a vote of the

Members, (i) by the amount of the increase in costs of insurance, taxes, recycling, trash and waste removal, and (ii) either (1) in conformance with the rise, if any, of the Consumer Price Index (All Items Index) published by the United States Department of Labor for the Washington, D.C. standard metropolitan area for the year ending the preceding July 1, or (2) ten percent (10%), whichever amount is greater.

(b) The Board of Directors may determine not to increase the maximum Annual Assessment to the full extent of the automatic increase provided by subparagraph (a) of this Section, in which case the Board of Directors may determine to increase the maximum Annual Assessment by any lesser amount.

(c) From and after January 1 of the year immediately following the first conveyance of a Lot to an Owner other than the Declarant, the maximum Annual Assessment may be increased above that established by subparagraph (a) annually, provided that to be effective, any such change shall have the assent of more than fifty percent (50%) 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, 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.

(d) After consideration of current maintenance costs and further needs of the Association, the Board of Directors may fix the Annual Assessment at an amount less than the maximum.

Section 5. Special Assessment. In addition to the Annual Assessment 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, 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 in each Section which benefit from the Special Assessment, *pro rata* according to each Section's benefit. The amount of the Special Assessment shall be the same for each Lot in any Section but need not be uniform with the Special Assessment imposed on Lots in other Sections. 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 an affected Section, 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 6. Quorum for any Action Authorized Under Sections 4 or 5. At the first calling of a meeting under Sections 4 or 5 of this Article, 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 Sections 4 and 5 and to applicable law, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Working Capital Assessment. In addition to the Annual and Special Assessments authorized above, the Association shall establish and maintain a working capital fund. At each settlement on the initial sale by a Declarant 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 One Hundred Dollars (\$100.00).

Section 8. Rate of Assessment. The Annual Assessment shall be fixed at a uniform rate for all Lots, except for unoccupied Lots owned by the Declarant, and the Special Assessments shall be fixed at a uniform rate for all Lots within a particular Section, except for unoccupied Lots owned by the Declarant. Any unoccupied Lots owned by the Declarant shall be assessed at twenty-five percent (25%) of the rate of Lots within the same Section but not owned by the Declarant. As long as the Declarant retains the right to pay only partial assessments for its unoccupied Lots in any Section, the Declarant must maintain such Lots and must fund all budget deficits, including reserves, applicable to such Section, up to the amount the Declarant would have paid had it been assessed at the full rate. The Declarant's obligation under this Section does not include any expenses that the Association is unable to meet because of non-payment of any Owner's assessment or because of unusual or extraordinary expenses. If there are two (2) or more co-Declarants, the funding of such budget deficit shall be shared pro rata according to the following formula:

The sum of all of a particular co-Declarant's "Lot Days" divided by the sum of all of the co-Declarants' "Lot Days". A "Lot Day" shall be the number of days a Declarant has the benefit of a reduced assessment for a Lot within the budget deficit period.

Section 9. Notice of Assessment and Certificate. Written notice of the Annual Assessments shall be sent to every Member. The due dates for payment of the Annual Assessments shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer 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 rate charged by the Internal Revenue Service on delinquent taxes. 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 recreational facilities or nonessential services offered by the Association to the extent that access and the provision of utilities to the Lot through the Common Area are 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.

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

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any properly recorded first trust or mortgage. 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 proceeding 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; (b) the Common Area; and (c) all easements, 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 of the Common Area and Improvements located thereon by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board of Directors, which

reserve fund shall be sufficient, in the sole opinion of the Board of Directors, to accommodate such future maintenance, repair and replacement and which shall be a component of the Annual 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 of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacement of the Common Area may be expended only for the purpose of effecting the replacement of the Common Area, major repairs to, replacement and maintenance of any improvements within the Common Area, 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 of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of the Member's Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

ARTICLE VI RESTRICTIVE COVENANTS

Section 1. The Property shall be used exclusively for residential purposes except as provided in Section 19 hereof. The Declarant reserves the right, 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 Town and/or County authorities, for use solely by the occupant of the Dwelling Unit.

Section 2. No structure or addition to a structure shall be erected, placed, altered or externally improved on any Lot until the plans and specifications, including design, elevation, material, shape, height, color and texture, and a site plan showing the location of all improvements with grading modifications, shall be filed with and approved, in writing by the Architectural Review Board, and, if required, by appropriate Town and/or County authorities and, where required, appropriate construction permits obtained. "Structure" shall include, but not be limited to, any building or portion thereof, wall, deck, play equipment, greenhouse, skylight, solar panel, fence, pool, pavement, driveway or appurtenances to any of the aforementioned.

Section 3. No clothing, laundry or wash shall be aired or dried on any portion of the Property within public view.

Section 4. No fence, wall, tree, hedge or shrub shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

Section 5. An Owner shall, at all times, maintain its property and all appurtenances thereto in good repair and in a state of neat appearance. All grassy areas of a lawn shall be kept mowed and shall not be permitted to grow beyond a reasonable height. Except as required for proper sight lines, no tree of a diameter of more than four (4) inches measured two (2) feet above ground level shall be removed or planted without the approval of the Architectural Review Board.

Section 6. 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. No exterior lighting on a Lot shall be directed outside the boundaries of the Lot.

Section 7. 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 Architectural Review Board ("Permitted Signs"). No more than one (1) Permitted Sign shall be displayed to public view on any Lot and must be less than or equal to two (2) square feet in total surface area and may 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.

Section 8. No domesticated or wild animal shall be kept or maintained on any Lot, except for common 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 Town and County ordinances. Law enforcement and animal control personnel shall have the right to enter the Property to enforce local animal control ordinances.

Section 9. 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, 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.

Section 10. To the extent not inconsistent with federal law, exterior television and other antennae, including satellite dishes, are prohibited, unless approved in writing by the Architectural Review Board. The Architectural Review Board shall adopt rules for the installation of such antennae, which rules shall require that antennae and satellite dishes be placed as inconspicuously as possible and screened from view; provided, however, that all such rules relating to antennae and satellite dishes shall not unreasonably delay installation, interfere with reception or increase the cost. It is the intent of this provision that the Architectural Review Board shall be able to strictly regulate exterior antennae and

satellite dishes to the fullest extent of the law and should any regulations adopted herein or by the Architectural Review Board conflict with federal law, such rules as do not conflict with federal law shall remain in full force and effect.

Section 11. No person shall paint the exterior of any building, or portion thereof, a color different than the original color of said building or portion thereof without the proposed color having been first approved in writing by the Architectural Review Board.

Section 12. The exteriors of all structures, including, without limitation, walls, doors, windows and roofs, shall be kept in good maintenance and repair. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction. In the event of fire, windstorm or other damage, the exterior of a structure shall not be permitted to remain in a damaged condition for longer than three (3) months, unless expressly excepted by the Board in writing.

Section 13. No fence or enclosure shall be erected or built on any Lot until first approved in writing by the Architectural Review Board as to location, height, material 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.

Section 14. 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.

Section 15. 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 Architectural Review Board.

Section 16. No recreational vehicles or equipment, such as but not limited to boats, boating equipment, travel trailers, camping vehicles or camping equipment shall be parked on the Property without the prior, written approval of the Architectural Review Board, as to location, size, screening and other relevant criteria. The Association shall not be required to provide a storage area for these vehicles.

Section 17. The Board of Directors 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' notice and at the vehicle owner's sole expense.

Section 18. 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.

Section 19. The provisions of this Article shall not apply to the development of or construction of improvements on the Property by the Declarant or its assigns. The Declarant or its assigns may, during its 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 20. 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 VII ARCHITECTURAL REVIEW BOARD

Section 1. Composition. The Architectural Review Board shall be comprised of three (3) or more members. Members shall serve staggered three (3) year terms as determined by the Board of Directors. As long as the Declarant owns any Lot within the Property, the Architectural Review Board shall consist of two (2) committees: the New Construction Committee and the Modification and Change Committee. When the Declarant no longer owns a Lot within the Property, the New Construction Committee shall be terminated.

Section 2. Method of Selection. The Developer shall appoint the persons to serve on the New Construction Committee. The Board of Directors shall appoint the persons to serve on the 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 Developer may assign its rights under this Article to a Declarant or non-Declarant by a written assignment.

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

Section 4. Officers. At the first meeting of the Modification and Change Committee of the Architectural Review Board 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 Architectural Review Board shall regulate the external design and appearance of the Property and the external design,

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

- (a) review and approve or disapprove written applications of Owners for proposed alterations or additions to Lots;
- (b) periodically inspect 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 of Directors;
- (d) adopt procedures for the exercise of its duties; and
- (e) maintain complete and accurate records of all actions taken by the Architectural Review Board.

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

Section 6. Failure to Act. In the event the Architectural Review Board fails to approve or disapprove a correctly filed application within forty-five (45) days of the receipt of the application sent by Registered Mail or Certified Mail-Return Receipt Requested, approval by the Architectural Review Board shall be deemed granted, except for those applications for 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 Architectural Review Board or the Board of Directors 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 Architectural Review Board or the Board of Directors of the enforcement of this Declaration at any later date.

Section 7. Enforcement. Any exterior addition, change or alteration made without application to, and approval of, the Architectural Review Board shall be deemed to be in violation of these covenants and may be required by the Board of Directors to be restored to its original condition at the offending Owner's sole cost and expense.

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

ARTICLE VIII EASEMENTS

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

Section 3. 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 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. The Declarant, its 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. There is reserved to the Declarant a right to grant non-exclusive easements over any Lot or Common Area for the purposes of installing, repairing and/or maintaining utility lines of any sort, including but not limited to storm drains and drainage swales, sanitary sewers, gas lines, electric lines and cables, water lines, telephone lines, telecommunication lines and cables, and the like, and for any purpose necessary for the Declarant or its assigns to obtain the release of any bonds posted with a municipality, governmental agency or regulatory agency, and non-exclusive easements over the Common Area to any municipal agency or private entity for any other purpose consistent with the "open space" designation thereof. This right to grant easements shall

automatically expire as to any Lot or Common Area seven (7) years from the date of submission of such Lot or Common Area to this Declaration.

Section 6. There is reserved to the Declarant 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. 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. This easement shall automatically expire as to any Lot or Common Area seven (7) years from the date of submission of such Lot or Common Area to this Declaration.

ARTICLE IX
[INTENTIONALLY OMITTED]

ARTICLE X
[INTENTIONALLY OMITTED]

ARTICLE XI
POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Discretionary Powers and Duties. The Association shall have 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 of Directors 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 improvements, structures or facilities which may exist or be erected from time to time on the Common Area;

(c) to build facilities upon the Common Area;

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

(e) to mow and 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 Articles entitled "Easements" herein;

(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 entitled "Covenant for Maintenance Assessments" herein; provided, however, that the Board of Directors 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 and other ordinances applicable to the Property;

(n) to adopt, publish and enforce rules and regulations governing the use of the Common Area and 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 of Directors the power to suspend a Member's voting rights and the Member's right to use recreational 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; and

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

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

(a) to accept title to the Common Area and to hold and administer the Common Area for the benefit and enjoyment of the Owners and occupiers of Lots, and to cause the Common Area and facilities to be maintained in accordance with the standards adopted by the Board of Directors;

(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 \$1,000,000.00 for bodily injury and property damage for any single occurrence;

(e) to provide for the maintenance of any and all (i) improvements, structures or facilities which may exist or be erected from time to time on the Common Area, including but not limited to 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, including but not limited to off-site drain and stormwater management easements, (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 Town or County 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; and

(g) to maintain its corporate status.

Section 3. Board Authority to Act. Unless otherwise specifically provided in the Association's documents, all rights, powers, easements, obligations and duties of the Association may be performed by the Board of Directors. Notwithstanding anything to the contrary contained herein, any rules or regulations which are promulgated by the Board may be repealed or amended by a majority vote of the Members cast, in person or by proxy, at a meeting convened for such purpose in accordance with the By-Laws.

ARTICLE XII RIGHTS OF MORTGAGEES

Unless a right is waived by the appropriate Federal Agency, all Mortgagees shall have the following rights:

Section 1 Veterans Administration. If any of the Lots are security for a loan guaranteed by the VA and if there is a Class B Member:

(a) The Declarant must provide a copy of all amendments to the VA. The Association may not make any Material Amendment or take any Extraordinary Action as defined in Article XIII without the approval of the VA.

(b) Eligible Mortgagees shall have the following rights:

(i) the right to inspect Association documents and records on the same terms as the Members;

(ii) notice of any Material Amendment to the Association documents;

(iii) notice of any Extraordinary Action of the Association;

(iv) notice of any property loss, condemnation or eminent domain proceeding affecting the Common Area resulting in a loss greater than ten percent (10%) of the annual budget or affecting any Lot insured by the Association in which the Eligible Mortgagee has an interest;

(v) notice of any termination, lapse or material modification of an insurance policy held by the Association;

(vi) notice of any default by an Owner of a Lot subject to a mortgage held by the Eligible Mortgagee in paying assessments or charges to the Association which remains uncured for sixty (60) consecutive days;

(vii) notice of any proposal to terminate the Declaration or dissolve the Association at least thirty (30) days before any action is taken;

(viii) the right of a majority of the Eligible Mortgagees to demand professional management; and

(ix) the right of a majority of the Eligible Mortgagees to demand an audit of the Association's financial records.

Section 2. Federal Housing Authority. If any of the Lots are security for a loan insured by FHA and if there is a Class B Member, the following actions will require the prior approval of the FHA:

(a) annexation of additional properties, except the land described in the Article below entitled "General Provisions";

(b) mergers, consolidations and dissolution of the Association;

(c) mortgaging or conveyance of the Common Area; and

- (d) amendment of this Declaration.

Section 3. Freddie Mac.

(a) Unless at least two-thirds (2/3rds) of the first Mortgagees (based on one vote for each first mortgage owned) or two-thirds of the Class A Members have given their prior written approval, the Association shall not take any of the following actions:

- (i) 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.

- (ii) change the method of determining the obligations, assessments, dues, or other charges that may be levied against an Owner.

- (iii) 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.

- (iv) 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.

- (v) 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.

(b) A Mortgagee shall be given written notification from the Association of 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) 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.

(d) The assessments imposed by the Association shall include an adequate reserve fund for maintenance, repairs and replacements for those parts of the Common Area which may be replaced or require maintenance on a periodic basis. Such reserves shall be payable in regular installments rather than by Special Assessment.

Section 4. Fannie Mae.

(a) A Mortgagee shall be given written notification from the Association of the following:

(i) 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;

(ii) 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;

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

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

(b) 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 subject to the right of the Declarant to annex additional areas as provided in the Article entitled "General Provisions" herein, unless at least sixty-seven percent (67%) of the Members 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 add or amend any material provision of this Declaration or related Association documents concerning the following:

(i) voting rights of any Member;

(ii) assessments, assessment liens, or subordination of such liens;

(iii) reserves for maintenance, repair and replacement of those parts of the Common Area that may be replaced or require maintenance on a periodic basis;

(iv) responsibility for maintenance and repair of the Property;

(v) reallocation of interests in the Common Area or rights to its use, except as provided in the Articles entitled "Voting Rights" and "Property Rights" herein;

(vi) converting Lots into Common Area or vice versa;

(vii) annexation or withdrawal of property to or from the Property (other than annexation of those properties referred to in the Article entitled "General Provisions" herein);

(viii) insurance or fidelity bonds;

(ix) leasing of Dwelling Units;

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

(xi) restoration or repair of the Property after a hazard damage or partial condemnation;

(xii) any provisions that are for the express benefit of Mortgagees.

(xiii) termination of the legal status of the Association after substantial destruction or condemnation of the subdivision occurs.

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.

Section 5. General.

(a) **Condemnation.** 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.

(b) **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.

(c) 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.

(d) Notice. 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); (b) any material amendment to the Declaration, the By-Laws or the Articles of Incorporation; and (c) if professional management has been required by a Mortgagee, the decision of the Association to terminate such professional management and assume self-management.

(e) Excess Proceeds. 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.

(f) Audited Financial Statement. 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.

(g) Termination. Eligible Mortgagees representing at least sixty-seven percent (67%) 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.

(h) Damage to Common Area. 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 XIII GENERAL PROVISIONS

Section 1. Enforcement. 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. 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.

Section 2. Severability: Headings; 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. Titles of paragraphs are for convenience only and are not intended to limit or expand the covenants, rights or obligations expressed therein. 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 3. Duration. 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.

Section 4. Material Amendment/Extraordinary Action.

(a) In accordance with Federal Agencies' requirements, material amendments ("**Material Amendments**") or extraordinary actions ("**Extraordinary Actions**") must be approved by Members entitled to cast at least sixty-seven percent (67%) of the votes of Members present and voting, in person or by proxy, at a meeting held in accordance with the notice and quorum requirements for Material Amendments and Extraordinary Actions contained in the By-Laws, such vote including the vote of a majority of the Class A Members present and voting, in person or by proxy, at such meeting.

A Material Amendment includes adding, deleting or modifying any provision regarding the following:

- (i) assessment basis or assessment liens;
- (ii) any method of imposing or determining any charges to be levied against individual Owners;
- (iii) reserves for maintenance, repair or replacement of common area improvements;
- (iv) maintenance obligations;

(v) allocation of rights to use Common Areas except as provided in the Articles entitled "Voting Rights" and "Property Rights" herein;

(vi) any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Lots;

(vii) reduction of insurance requirements;

(viii) restoration or repair of common area improvements;

(ix) the annexation or withdrawal of land to or from the Property other than annexation or withdrawal of those properties referred to in the Article entitled "General Provisions" herein;

(x) voting rights;

(xi) restrictions affecting leasing or sale of a Lot; or

(xii) any provision which is for the express benefit of Mortgagees.

An Extraordinary Action includes:

(i) merging or consolidating the Association (other than with another non-profit entity formed for purposes similar to this Association);

(ii) determining not to require professional management if that management has been required by the Association documents, a majority of eligible Mortgagees or a majority vote of the Members;

(iii) expanding the Association to include land not previously described as annexable which increases the overall land area of the project or number of Lots by more than ten percent (10%);

(iv) abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring the Common Area (except for (i) granting easements; (ii) dedicating Common Area as required by a public authority; (iii) resubdividing or adjusting the boundary lines of the Common Area or (iv) transferring Common Area pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the Association;

(v) using insurance proceeds for purposes other than reconstruction or repair of the insured improvements; or

(vi) making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget.

(b) Any Material Amendment which changes the rights of any specific class of Members must be approved by Members entitled to cast at least fifty-one percent (51%) of the votes of all Members of such class present and voting, in person or by proxy, at a meeting held in accordance with the requirements contained in the By-Laws.

(c) The following Material Amendments and Extraordinary Actions must be approved by Members entitled to cast at least sixty-seven percent (67%) of the total authorized votes of all Members of the Association, including at least a majority of the total authorized votes entitled to be cast by Class A Members:

(i) termination of this Declaration or the termination of the project;

(ii) dissolution of the Association except pursuant to a consolidation or merger; and

(iii) conveyance of all common areas.

(d) If the Veterans Administration has guaranteed any loans secured by a Lot, so long as there is a Class B Member all Material Amendments and Extraordinary Actions must have the approval of the Veterans Administration.

Section 5. Amendment. Amendments other than Material Amendments or Extraordinary Actions shall be approved by at least sixty-seven percent (67%) of the votes entitled to be cast by all Members present and voting, in person or by proxy, at any duly called and conveyed meeting, or in writing by Members entitled to cast at least sixty-seven percent (67%) of the total authorized votes of all 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 appropriate land records.

Section 6. 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 and thereafter may make any amendment required by any of the Federal Agencies or by the Town or County, as a condition of the approval of this Declaration, by the execution and recordation of such amendment following notice to all Members.

Section 7. 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 of Loudoun County, Virginia.

Section 8. Annexation of Additional Property. 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 entitled "Membership" herein, with the written consent of more than fifty percent (50%) of each class of Members. Provided, however, that within seven (7) years after the recordation of this Declaration or within five (5) years after the most recent recordation of an annexation document, whichever is later, no such consent is required for the annexation by the Declarant of all or any part of the real property described in the deed recorded in Deed Book 1652 at Page 1388 and land adjacent thereto. Any future improvements on the annexed property must be consistent with or better than the initial Improvements on the Property in terms of quality, design and construction and comparable in style, size and cost.

Section 9. 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 of the recordation of this Declaration.

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

Section 10. Management Contracts. For such time as the Declarant 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.

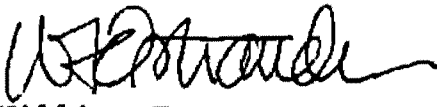
Section 11. Dissolution. The Association may be dissolved with the assent given in writing and signed by at least two-thirds (2/3) of each class of Members and in accordance with Article 13 of the Act. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, both real and personal, shall be offered to the Town of Purcellville first, then 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".

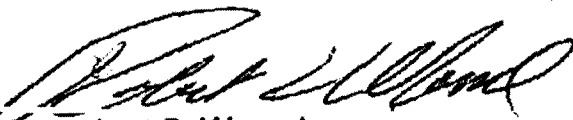
[SIGNATURE PAGE FOLLOWS]

WITNESS the following signatures and seals:

RICHMOND AMERICAN HOMES OF VIRGINIA, INC.
A Virginia corporation

By:  (SEAL)
Name: William F. Ostrander
Title: Vice President

VALLEY SPRINGS HOMEOWNERS ASSOCIATION
a Virginia non-stock corporation

By:  (SEAL)
Name: Robert C. Wessel
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 28th day of
June, 1999 by William F. Ostrander as
Vice President of Richmond American Homes of Virginia, Inc.,
on behalf of the corporation.


Notary Public

My commission expires: 11-30-02

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 28th day of
June, 1999 by Robert C. Wessel as President of Valley Springs
Homeowners Association, on behalf of the corporation.


Notary Public

My commission expires: 11-30-02

Inst. # 390031510

DB 1690 page 1860

6/25/99

DEED OF SUBDIVISION, DEDICATION AND EASEMENTS

THIS DEED OF SUBDIVISION, DEDICATION AND EASEMENTS is made as of June 7th, 1999, by and between RICHMOND AMERICAN HOMES OF VIRGINIA, INC., a Virginia corporation, its successors and assigns (the "Owner"), Grantor; THE TOWN OF PURCELLVILLE, VIRGINIA, a municipal corporation, its successors and assigns (the "Town"), Grantee; and VALLEY SPRINGS HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation, its successors and assigns (the "Association"), Grantee.

RECITALS:

A. The Owner is the owner of certain land (the "Property") located in the Town of Purcellville, Virginia and shown on the attached plat entitled "RECORD PLAT - VALLEY SPRINGS OF PURCELLVILLE - SECTION ONE" dated May 31, 1997 and revised through August 28, 1998 and prepared by Zicht Engineering Limited, which is incorporated herein as Exhibit A (the "Plat"), having acquired said land by deed recorded in Deed Book 1676 at Page 826 among the land records of Loudoun County, Virginia (the "Land Records").

B. It is the desire and intent of the Owner to subdivide the Property into lots and parcels and to dedicate, grant and convey a portion of the Property to the Town for public street purposes.

C. The Owner desires to grant and convey unto the Town the easements and all appurtenances and facilities located therein in the locations shown on the Plat and as hereinafter provided.

D. It is the desire and intent of the Owner to reserve unto itself the telephone, electric and cable ("T.E.C.") easements and landscape easements in the locations shown on the Plat and as hereinafter provided.

E. It is the desire and intent of the Owner to provide for the preservation of the values of the community, and to this end the Owner wishes to subject the lots and parcels to the Declaration of Covenants, Conditions and Restrictions which is attached hereto as Exhibit B and incorporated herein by reference (the "Declaration"), it being intended that the easements, covenants, restrictions and conditions shall run with said real property and shall be binding on all persons or entities having or acquiring any right, title or interest in the lots or parcel or any part thereof, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, for and in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner subdivides the Property more particularly shown on the Plat, to be known as Lots 1 through 3, 17 through 21 and 39, and Parcels A-1 and C-1, VALLEY SPRINGS OF PURCELLVILLE, Section One, in accordance with the Plat.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys in fee simple to the Town and dedicates to the Town for public street purposes, the 1.1766 acres of land labeled on the Plat as "HEREBY DEDICATED FOR PUBLIC STREET PURPOSES". This dedication is made in accordance with the statutes made and provided therefor.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the Town, its successors and assigns, the following easements upon, in, through, across and under the Property, as hereafter set forth in the respective locations shown on the Plat and incorporated herein by reference:

A. Easements for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to or altering present or future storm drainage ditches, lines, or other storm drainage and storm sewer structures and facilities, plus necessary inlet structures, manholes, and any other appurtenances necessary for the collection of storm water (storm drainage) and for its transmission through, upon and across the Property, said easements being more particularly described on the Plat and subject to the following conditions:

1. All drainage lines and appurtenant facilities which are installed in the easements shall be and remain the property of the Town.

2. The Town and its agents shall have full and free use of said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easements, including the right of access to and from the easements and the right to use adjoining land where necessary. The right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance. Further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.

3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said storm drainage lines, storm drainage facilities and appurtenant facilities; provided, however, that the Town, at its own expense, shall restore to their original condition, as nearly as possible, the premises which are disturbed in any manner by the installation, construction, operation and maintenance of said storm drainage

lines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, reseeding or resodding of lawns or pasture areas within and outside of the easements, and the replacement of structures and other facilities located outside the easements, but shall not include the replacement of structures, trees, and other facilities located within the easements.

4. The Owner may make any use of the land on which the easements herein granted are located which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the Town for the purposes named; provided, however, that the Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, other structure or fence on the easements.

5. These easements shall be perpetual, shall run with the land, and shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and/or assigns.

B. Easements for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to or altering present or future sanitary sewer lines, including house connection lines, manholes, and any other appurtenances necessary for the collection of sanitary sewage and for its transmission through, upon and across the Property, said easements being more particularly described on the Plat and subject to the following conditions:

1. All sewer lines, sewers, manholes and appurtenant facilities which are installed in the easements shall be and remain the property of the Town.

2. The Town and its agents shall have full and free use of said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easements, including the right of access to and from the easements and the right to use adjoining land where necessary. The right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance. Further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.

3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said easements and appurtenant facilities; provided, however, that the Town, at its own expense,

shall restore to their original condition, as nearly as possible, the premises which are disturbed in any manner by the installation, construction, operation and maintenance of said lines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, reseeding or resodding of lawns or pasture areas within and outside of the easements, and the replacement of structures and other facilities located outside the easements, but shall not include the replacement of structures, trees, and other facilities located within the easements.

4. The Owner reserves the right to make use of the easements which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the Town for the purposes named; provided, however, that the Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, other structure or fence on the easements.

5. These easements shall be perpetual, shall run with the land, and shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and/or assigns.

C. Easement for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to, or altering present or future water mains, including fire hydrants, valves, meters, building service connections, and other appurtenances and facilities for the transmission and distribution of water through and across the Property, said easement being more particularly bounded and described on the Plat and subject to the following conditions:

1. All water mains, waterlines and appurtenant facilities which are installed in the easements shall be and remain the property of the Town.

2. The Town and its agents shall have full and free use of said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easements, including the right of access to and from the easements and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance. Further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.

3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near

the easements, deemed by it to interfere with the proper and efficient installation, construction, operation and maintenance of said water mains, waterlines, and appurtenant facilities; provided, however, that the Town, at its own expense, shall restore to their original condition, as nearly as possible, all land or premises which are disturbed in any manner by the construction, operation and maintenance of said water mains, waterlines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, reseeding or resodding of lawns or pasture areas within and outside of the easements, and the replacement of structures and other facilities located outside the easements, but shall not include the replacement of structures, trees, and other facilities located within the easements.

4. The Owner reserves the right to make use of the easements which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the Town for the purposes named; provided, however, that the Owner shall comply with all applicable Town ordinances and regulations prior to erecting any building, roadway, other structure or fence on the easements.

5. These easements shall be perpetual, shall run with the land, and shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and/or assigns.

D. Temporary easements for the purpose of installing, constructing, operating, maintaining, adding to or altering present or future storm sewer lines, sanitary sewer lines and water lines, including building connection lines, plus necessary inlet structures, manholes and appurtenances; said easements being more particularly bounded and described on the Plat. These temporary easements shall automatically become null and void upon completion of work and acceptance of the work by the Town. These easements shall run with the land, and shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and/or assigns.

E. A temporary cul-de-sac easement as more particularly bounded and described on the Plat for the purpose of constructing and maintaining a road, said property and easement being more particularly bounded and described on the Plat. The easement is subject to the following conditions:

1. All appurtenant facilities which are installed in the easement and right-of-way shall be and remain the property of the Town.

2. The Town and its agents shall have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way including the right of access to and from the right-of-way

and the right to use adjoining land of the Owners where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.

3. The Town shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstruction or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said right-of-way; provided, however, that the Town at its own expense shall restore, as nearly as possible, the premises outside of the easement to their original condition, such restoration, including the backfilling of trenches, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, shrubbery or other obstructions.

4. The Owners reserve the right to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the Town for the purposes named; provided, however, that the Owners shall not erect any building, fence or other structure on the easement without obtaining the prior written approval of the Town.

5. This temporary cul-de-sac easement shall become null and void at such time as the street is extended in accordance with Town standards, completed and accepted by the Virginia Department of Highways and the Town.

6. These easements shall run with the land, and shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and/or assigns.

F. Easements for ingress and egress over and across Parcels A-1 and C-1 for the purpose of providing and maintaining public safety, it being recognized that maintaining safety and order is a primary governmental concern. These easements shall be perpetual and shall run with the land, and shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and/or assigns.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys in fee simple, all appurtenances and facilities located within the above storm sewer, sanitary sewer and waterline easements to the Town.

THIS DEED FURTHER WITNESSETH, that the front, side and rear setback lines (the "Yard Setbacks") shown on the Plat are for illustrative purposes only to depict the current location of Yard Setbacks in accordance with the Town's Zoning Ordinance. The Yard Setbacks are not a restrictive covenant running with the land, but may change if the applicable provisions of the Zoning Ordinance change. The Yard Setbacks can only be enforced pursuant to the Zoning Ordinance.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner reserves unto itself the landscaping easements in the locations shown on the Plat. The easements shall terminate when construction is complete and all public improvement bonds posted by the Owner are released.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner reserves unto itself the telephone, electric and cable ("T.E.C.") easements in the locations shown on the Plat and as hereinafter provided, for assignment to the appropriate utilities as necessary.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the covenants contained herein, the Owner declares the real property described in this Deed of Subdivision and designated as **Lots 1 through 3, 17 through 21 and 39 and Parcels A-1 and C-1** to be held, transferred, sold, conveyed and occupied subject to the Declaration which is for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof. The Owner specifically exempts the Town from the restrictions contained in the Declaration when performing acts on the Property in its official capacity.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys in fee simple unto the Association, with Special Warranty of Title, **Parcels A-1 and C-1, VALLEY SPRINGS OF PURCELLVILLE, Section One.**

THIS CONVEYANCE IS MADE SUBJECT TO all restrictions, rights-of-way, easements and conditions contained in the deeds forming the chain of title to the Property.

The Owner covenants that it is the owner of the interests hereby conveyed and that it has the right to make this conveyance, and covenants that the Town shall quietly enjoy the premises for the uses herein stated.

This Deed of Subdivision, Dedication and Easement is made in accordance with the statutes made and provided in such cases, with the approval of the proper authorities of the Town of Purcellville, Virginia, as shown by the signatures affixed to the Plat, and is with the free consent and in accordance with the desire of the Owner, the owner and proprietor of the land embraced within the bounds of said subdivision.

IN WITNESS WHEREOF, the Owner has caused this Deed of Subdivision, Dedication and Easements to be signed by its duly authorized representative.

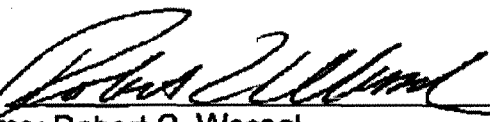
[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals:

RICHMOND AMERICAN HOMES OF VIRGINIA, INC.
a Virginia corporation

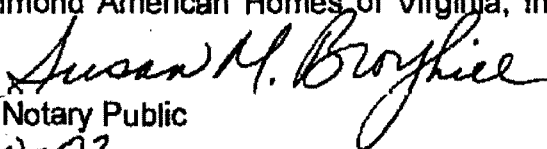
By:  (SEAL)
Name: William F. Ostrander
Title: Vice President

VALLEY SPRINGS HOMEOWNERS ASSOCIATION
a Virginia non-stock corporation

By:  (SEAL)
Name: Robert C. Wessel
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to wit;

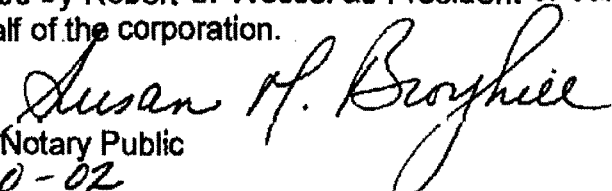
The foregoing instrument was acknowledged before me this 7th day of
June, 1999 by William F. Ostrander as
Vice President of Richmond American Homes of Virginia, Inc., on behalf of
the corporation.


Notary Public

My commission expires: 11-30-02

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to wit;

The foregoing instrument was acknowledged before me this 7th day of
June, 1999 by Robert C. Wessel as President of Valley Springs
Homeowners Association, on behalf of the corporation.


Notary Public

My commission expires: 11-30-02

Approved as to Legal Form:

Town Attorney

THESE CONVEYANCES ARE HEREBY ACCEPTED
ON BEHALF OF THE TOWN OF PURCELLVILLE,
VIRGINIA
a municipal corporation

By: _____ (SEAL)
Name: John D. Marsh
Title: Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit;

The foregoing instrument was acknowledged before me this _____ day of
_____, 1999, by John D. Marsh as Mayor of the Town of Purcellville,
Virginia.

Notary Public

My commission expires: _____



June 9, 1999

HAND CARRIED

Mr. Jim Pamel
Town of Purcellville
130 East Main Street
Purcellville, Va. 20132

Re: Valley Springs ☒ Deed of Subdivisions for Section 1 & 2

Dear Jim:

Per our telephone conversation of June 8, 1999, enclosed are the executed Deed of Subdivisions for Valley Springs, Section 1 and 2 that need to be executed by the Mayor. The Deeds per our attorney have been approved by Debbie Welsh which leaves the Declaration of Covenants, Conditions and Restrictions remaining to be reviewed and approved by Debbie Welsh. As soon as this is done we plan on recording all three deeds and the plats as this will enable us to start the building permit process while the land development is in process.

As soon as I have been notified on the Declaration I will call you so I can pick up the Deeds and Plats.

Respectively,
RICHMOND AMERICAN HOME OF VIRGINIA, INC.

A handwritten signature in black ink, appearing to read 'A. G. McKay', is written over the typed name.

A. G. MCKAY
MANAGER LAND PLANNING

CC: BO, BW, SS, Deed file Sec. 1 & 2

Richmond American Homes of Virginia, Inc.

3701 Pender Drive, Suite 200 Fairfax, Virginia 22030 (703) 352-0800 Fax: (703) 591-6496 Visit our website: richmondamerican.com

A subsidiary of M.D.C. Holdings, Inc., a New York Stock Exchange company

COMMONWEALTH OF VIRGINIA



Deed of Subdivision
Valley Springs Section 2

Plot Sec 2
E-375
page 485

DB 1690 Page 1906

OFFICIAL RECEIPT
LOWDOWN CIRCUIT
DEED RECEIPT

DATE: 06/28/99 TIME: 16:12:13 ACCOUNT: 107CLR990031511 RECEIPT: 99000035665
CASHIER: TMS REG: LJA1 TYPE: DV PAYMENT: FULL PAYMENT
INSTRUMENT : 990031511 BOOK: 1690 PAGE: RECORDED: 06/28/99 AT 16:09
GRANTOR: RICHMOND AMERICAN EX: N LOC: CD
GRANTEE: X EX: N PCT: 100%

AND ADDRESS : Y
RECEIVED OF : RICHMOND AMERICAN
CHECK : \$51.00

DESCRIPTION 1:
2:

CONSIDERATION:	.00	ASSUKE/VAL:	.00	NAP:	PAID
CODE DESCRIPTION	PAID	CODE DESCRIPTION			
301 DEEDS	39.00	145 VSLF			3.00
106 TECHNOLOGY FUND FEE	9.00				

TENDERED : 51.00
AMOUNT PAID: 51.00
CHARGE AMT : .00

CLERK OF COURT: RICHARD KIRK

Inst. # 0031511

DEED BOOK 1690

page 1906

6/28/99

DEED OF SUBDIVISION, DEDICATION, CONVEYANCE AND EASEMENTS

THIS DEED OF SUBDIVISION, DEDICATION, CONVEYANCE AND EASEMENTS is made as of June 7th, 1999, by and between RICHMOND AMERICAN HOMES OF VIRGINIA, INC., a Virginia corporation, its successors and assigns (the "Owner"), Grantor; THE TOWN OF PURCELLVILLE, VIRGINIA, a municipal corporation, its successors and assigns (the "Town"), Grantee; and VALLEY SPRINGS HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation, its successors and assigns (the "Association"), Grantee.

RECITALS:

A. The Owner is the owner of certain land (the "**Property**") located in the Town of Purcellville, Virginia and shown on the attached plat entitled "RECORD PLAT – VALLEY SPRINGS OF PURCELLVILLE – SECTION TWO." dated May 31, 1997 and revised through August 28, 1998 and prepared by Zicht Engineering Limited, which is incorporated herein as Exhibit A (the "**Plat**"), having acquired said land by deed recorded in Deed Book 1676 at Page 826 among the land records of Loudoun County, Virginia (the "**Land Records**").

B. It is the desire and intent of the Owner to subdivide the Property into lots and parcels and to dedicate, grant and convey a portion of the Property to the Town for public street purposes.

C. The Owner desires to grant and convey unto the Town the easements and all appurtenances and facilities located therein in the locations shown on the Plat and as hereinafter provided.

D. It is the desire and intent of the Owner to reserve unto itself the telephone, electric and cable ("**T.E.C.**") easements and landscape easements in the locations shown on the Plat and as hereinafter provided.

E. It is the desire and intent of the Owner to provide for the preservation of the values of the community, and to this end the Owner wishes to subject the lots and parcels to the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book _____ at Page _____ among the Land Records and incorporated herein by reference (the "**Declaration**"), it being intended that the easements, covenants, restrictions and conditions shall run with said real property and shall be binding on all persons or entities having or acquiring any right, title or interest in the lots or parcel or any part thereof, and shall inure to the benefit of each owner thereof.

F. It is the desire and intent of the Owner to grant and convey Parcel A-2 to the Association.

NOW, THEREFORE, for and in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner

subdivides the Property to be known as **Lots 4 through 16 and Parcels A-2, D-2, H-1 H-2 and Crossman Court, VALLEY SPRINGS OF PURCELLVILLE, Section Two**, in accordance with the Plat.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys in fee simple to the Town and dedicates to the Town for public street purposes, Parcels D-2, H-1, H-2 and Crossman Court containing 0.8049 acres of land and labeled on the Plat as "HEREBY DEDICATED" and "HEREBY DEDICATED FOR PUBLIC STREET PURPOSES". This dedication is made in accordance with the statutes made and provided therefor.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the Town, its successors and assigns, the following easements upon, in, through, across and under the Property, as hereafter set forth in the respective locations shown on the Plat and incorporated herein by reference:

A. Easements for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to or altering present or future storm drainage ditches, lines, or other storm drainage and storm sewer structures and facilities, plus necessary inlet structures, manholes, and any other appurtenances necessary for the collection of storm water (storm drainage) and for its transmission through, upon and across the Property, said easements being more particularly described on the Plat and subject to the following conditions:

1. All drainage lines and appurtenant facilities which are installed in the easements shall be and remain the property of the Town.

2. The Town and its agents shall have full and free use of said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easements, including the right of access to and from the easements and the right to use adjoining land where necessary. The right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance. Further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.

3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said storm drainage lines,

storm drainage facilities and appurtenant facilities; provided, however, that the Town, at its own expense, shall restore to their original condition, as nearly as possible, the premises which are disturbed in any manner by the installation, construction, operation and maintenance of said storm drainage lines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, reseeding or resodding of lawns or pasture areas within and outside of the easements, and the replacement of structures and other facilities located outside the easements, but shall not include the replacement of structures, trees, and other facilities located within the easements.

4. The Owner may make any use of the land on which the easements herein granted are located which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the Town for the purposes named; provided, however, that the Owner shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway, other structure or fence on the easements.

5. These easements shall be perpetual, shall run with the land, and shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and/or assigns.

B. Easement for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to, or altering present or future water mains, including fire hydrants, valves, meters, building service connections, and other appurtenances and facilities for the transmission and distribution of water through and across the Property, said easement being more particularly bounded and described on the Plat and subject to the following conditions:

1. All water mains, waterlines and appurtenant facilities which are installed in the easements shall be and remain the property of the Town.

2. The Town and its agents shall have full and free use of said easements for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easements, including the right of access to and from the easements and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance. Further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.

3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in or near the easements, deemed by it to interfere with the proper and efficient installation, construction, operation and maintenance of said water mains, waterlines, and appurtenant facilities; provided, however, that the Town, at its own expense, shall restore to their original condition, as nearly as possible, all land or premises which are disturbed in any manner by the construction, operation and maintenance of said water mains, waterlines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, reseeding or resodding of lawns or pasture areas within and outside of the easements, and the replacement of structures and other facilities located outside the easements, but shall not include the replacement of structures, trees, and other facilities located within the easements.

4. The Owner reserves the right to make use of the easements which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the Town for the purposes named; provided, however, that the Owner shall comply with all applicable Town ordinances and regulations prior to erecting any building, roadway, other structure or fence on the easements.

5. These easements shall be perpetual, shall run with the land, and shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and/or assigns.

C. Easements for ingress and egress over and across Parcel A-2 for the purpose of providing and maintaining public safety, it being recognized that maintaining safety and order is a primary governmental concern. This easement shall be perpetual and shall run with the land, and shall be binding upon the Owner, its successors and/or assigns and shall inure to the benefit of the Town, its successors and/or assigns.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys in fee simple, all appurtenances and facilities located within the above storm sewer, drainage and waterline easements to the Town.

THIS DEED FURTHER WITNESSETH, that the front, side and rear setback lines (the "Yard Setbacks") shown on the Plat are for illustrative purposes only to depict the current location of Yard Setbacks in accordance with the Town's Zoning Ordinance. The Yard Setbacks are not a restrictive covenant running with the land, but may change if the applicable provisions of the Zoning Ordinance change. The Yard Setbacks can only be enforced pursuant to the Zoning Ordinance.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner reserves unto itself the landscaping easements in the locations shown on the Plat. The easements shall terminate when construction is complete and all public improvement bonds posted by the Owner are released.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner reserves unto itself the telephone, electric and cable ("T.E.C.") easements in the locations shown on the Plat and as hereinafter provided, for assignment to the appropriate utilities as necessary.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the covenants contained herein, the Owner declares the real property described in this Deed of Subdivision and designated as **Lots 1 through 16 and Parcel A-2** to be held, transferred, sold, conveyed and occupied subject to the Declaration which is for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof. The Owner specifically exempts the Town from the restrictions contained in the Declaration when performing acts on the Property in its official capacity.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys in fee simple unto the Association, with Special Warranty of Title, **Parcel A-2, VALLEY SPRINGS OF PURCELLVILLE, Section Two.**

THIS CONVEYANCE IS MADE SUBJECT TO all restrictions, rights-of-way, easements and conditions contained in the deeds forming the chain of title to the Property.


The Owner covenants that it is the owner of the interests hereby conveyed and that it has the right to make this conveyance, and covenants that the Town shall quietly enjoy the premises for the uses herein stated.

This Deed of Subdivision, Dedication, Conveyance and Easements is made in accordance with the statutes made and provided in such cases, with the approval of the proper authorities of the Town of Purcellville, Virginia, as shown by the signatures affixed to the Plat, and is with the free consent and in accordance with the desire of the Owner, the owner and proprietor of the land embraced within the bounds of said subdivision.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals:

RICHMOND AMERICAN HOMES OF VIRGINIA, INC.
a Virginia corporation

By:  (SEAL)
Name: William F. Ostrander
Title: Vice President

VALLEY SPRINGS HOMEOWNERS ASSOCIATION
a Virginia non-stock corporation

By:  (SEAL)
Name: Robert C. Wessel
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to wit;

The foregoing instrument was acknowledged before me this 7th day of
June, 1999 by William F. Ostrander as
Vice President of Richmond American Homes of Virginia, Inc. on behalf of
the corporation.


Notary Public

My commission expires: 11-30-02

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to wit;

The foregoing instrument was acknowledged before me this 7th day of
June, 1999 by Robert C. Wessel as President of Valley Springs
Homeowners Association, on behalf of the corporation.


Notary Public

My commission expires: 11-30-02

Approved as to Legal Form:

Town Attorney

THESE CONVEYANCES ARE HEREBY ACCEPTED
ON BEHALF OF THE TOWN OF PURCELLVILLE,
VIRGINIA
a municipal corporation

By:
Name: John D. Marsh
Title: Mayor

(SEAL)

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit;

The foregoing instrument was acknowledged before me this _____ day of
, 1999, by John D. Marsh as Mayor of the Town of Purcellville,
Virginia.

Notary Public

My commission expires: _____