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Prince William County, VA  
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David C. Mabie, Clerk

RETURN TO: Compton & Duling, L.C. - Box 15 - GHR  
14914 Jefferson Davis Highway  
Woodbridge, VA 22191

# DECLARATION

## FOR

# MEADOWS AT MORRIS FARM



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**DECLARATION**



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**FOR**

**MEADOWS AT MORRIS FARM**

THIS DECLARATION is made as of December 10, 2004, by **BROOKFIELD MORRIS L.L.C.**, a Virginia limited liability company ("Declarant"); and **MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION**, a Virginia non-stock corporation ("Association").

**RECITALS:**

R-1. The Declarant is the owner in fee simple of all of the land designated as "Submitted Land" in the legal description attached as Exhibit A (and made a part hereof by this reference), and the Declarant desires to subject such land to covenants, restrictions, reservations, easements, servitudes, liens and charges, all of which are more particularly hereinafter set forth in this Declaration.

R-2. The Declarant deems it desirable and in the best interests of all the owners of land subject to this Declaration to protect the value and the desirability of such land by providing for the development of such land in accordance with a common plan and the maintenance of certain shared facilities.

R-3. To provide a means for meeting the purposes and intents set forth herein, the Declarant has caused MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION to be incorporated under the laws of the Commonwealth of Virginia.

**AGREEMENT**

The Declarant hereby covenants and declares, on behalf of itself and its successors and assigns, that from the date this Declaration is recorded, the land designated as Submitted Land in Exhibit A shall be held, sold, conveyed, acquired and encumbered subject to the terms and provisions hereof, all of which shall run with the land and bind and inure to the benefit of all Persons who may now or hereafter own or acquire any right, title, estate or interest in or to any of such land, or who may now or hereafter occupy or enter upon any portion thereof, subject to the right of the Declarant or the Association to amend this Declaration in accordance with the provisions for amendment set forth herein. The Association joins in this Declaration for the purpose of accepting the rights, powers, responsibilities and obligations set forth herein. Notwithstanding anything contained herein to the contrary, this Declaration, the Association Documents and the Subassociation Documents shall not apply to the Morris Farm House Lot designated on the Development Plan and described on Exhibit C attached hereto.

PART ONE

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. Definitions. Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Act. Capitalized terms used herein shall have the meanings specified for such terms below.

(1) "Act" means the Virginia Non-stock Corporation Act, Chapter 10 of Title 13.1 of the Code of Virginia (1950), as the same may be amended, supplemented or replaced from time to time.

(2) "Additional Land" means the land as designated in Exhibit B, as amended from time to time, which the Declarant has reserved the right to submit to the Declaration and to the jurisdiction of the Association pursuant to Section 4.1.

(3) "Approval of Secondary Mortgage Agencies or Mortgagees" means: (i) written approval; (ii) any written waiver of approval rights; (iii) a letter stating no objection; and (iv) presumptive approval if a Secondary Mortgage Agency or Mortgagee does not respond to a notice sent by certified or registered United States mail, return receipt requested, (or any other method of delivery for which receipt may be reasonably verified) within thirty days after the date the request for approval is transmitted in accordance with the notice requirements of the Bylaws and Sections 13.2 and 15.4.

(4) "Articles of Incorporation" means the Articles of Incorporation for MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION filed with the Virginia State Corporation Commission, as amended from time to time.

(5) "Assessments" means the sums levied against the Lots to pay Common Expenses and other expenditures by the Association, as provided in Article 6. Assessments include "Annual Assessments", "Additional Assessments", "Individual Assessments" and "Special Assessments" (levied pursuant to section 55-514 of the POA Act).

(6) "Association" means MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION, and, with respect to the rights and obligations of the Association set forth in this Declaration, its successors and assigns.

(7) "Association Documents" means collectively, the Articles of Incorporation, this Declaration, Supplementary Declarations and the Bylaws, all as amended from time to time. Any exhibit, schedule, certification or amendment to an Association Document is an integral part of that document.

(8) "Board of Directors" or "Board" means the executive and administrative entity established by the Articles of Incorporation as the governing body of the Association.

(9) "Builder" means a Person (other than the Declarant) who is regularly in the business of and purchases land or two or more Lots within the Property solely for the purpose of constructing residential improvements for resale or rental.

(10) "Bylaws" means the Bylaws of the Association, as amended from time to time.

(11) "Common Area" means, at any given time, all of the Property other than Lots, including any improvements thereon, then owned or leased by the Association for the benefit, use and enjoyment of the Owners; provided, however, that real estate within the Property is not Common Area solely because it is burdened by an easement for utilities, landscaping, storm water management or signage or is dedicated as a public street or roadway even though the Association may maintain such area.

(a) "Reserved Common Area" means a portion of the Common Area for which the Board of Directors has granted a temporary, revocable license for exclusive use pursuant to Section 3.9. The Recreational Facilities shall be treated as Reserved Common Area.

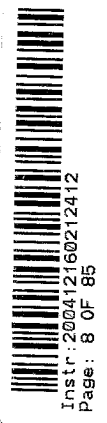
(b) "Limited Common Area" means a portion of the Common Area which has been designated by the Declarant pursuant to Section 3.9 for the primary or exclusive (if specifically designated) use, as appropriate, of Owners of one or more but fewer than all of the Lots.

(12) "Common Easement Area" means, at any given time, any easement available to the Association for the benefit or use of the Owners. A portion of the Common Easement Area which the Association has the right to use and/or maintain as trails, storm water management ponds or otherwise for the benefit of the Owners may be located within a Lot. For the purposes of operation and control, such portion of the Lot shall be treated as Common Area; for purposes of ownership, such portion shall be part of the Lot and shall be included in the calculation of voting rights and Assessments.

(13) "Common Expenses" means all expenses incurred by or on behalf of the Association, together with all sums determined by the Board of Directors to be reasonably necessary for the creation and maintenance of reserves pursuant to the provisions of the Association Documents. Except when the context clearly requires otherwise, any reference to Common Expenses includes Limited Common Expenses and Recreational Facilities Expenses.

(a) "Limited Common Expenses" means all expenses incurred by or on behalf of the Association and benefiting one or more but fewer than all of the Owners and assessed against the Lots owned by the Owners benefited pursuant to paragraph (2) of Section 6.2(a).

(b) "Recreational Facilities Expenses" means all expenses incurred by or on behalf of the Association for the management and Upkeep of and insurance for the Recreational Facilities and such amounts as the Board of Directors may determine to be necessary to create reserves for the repair and replacement of the Recreational Facilities.





(14) "Community Systems" means any and all cable, television, telecommunication, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae and satellite dishes located within the Property and serving more than one Lot.

(15) "County" means Prince William County, Virginia. All references to approval by the County mean approval by the appropriate agency or official of the County, as determined by the Office of the County Attorney at that time.

(16) "Covenants Committee" means any of the committees that may be established by the Board of Directors or the Declarant pursuant to Article 9 to assure that the Property will be maintained in a manner consistent with the purposes and intents of this Declaration. Any reference to the Covenants Committee shall mean the appropriate Covenants Committee having authority with respect to the Lot as provided in Article 9 .

(17) "CPI" means the Consumer Price Index-All Urban Consumers published by the Bureau of Labor Statistics, U.S. Department of Labor. Whenever in the Association Documents the CPI is used, if the index ceases to be published, then such other index as may be published by the U.S. Department of Labor or other reliable governmental or other nonpartisan index intended to reflect general increases in the cost of living in the Washington, D.C. Metropolitan area or similar urban area, designated by the Board of Directors may be used.

(18) "Declarant" means Brookfield Morris Farm, LLC, a Virginia limited liability company. Following recordation of a document assigning to another Person all or some of the rights reserved to the Declarant under the Association Documents, pursuant to Section 5.3, the term "Declarant" or "declarant" shall mean or include that assignee.

(19) "Declarant Control Period" means the period ending on the later of: (1) the fifteenth anniversary of the date of recordation of the Declaration or (ii) the tenth anniversary of the date of recordation of the most recent Supplementary Declaration Adding Additional Land, provided, however, that once the Declarant Control Period has expired, the recordation of a subsequent Supplementary Declaration shall not reinstate the Declarant Control Period; and provided, further, that if the Declarant is delayed in the improvement and development of the Property due to a sewer, water or building permit moratorium or other cause or event beyond the Declarant's control, then the aforesaid period shall be extended for the period of the delay or three years, whichever is less); (2) the date seventy-five percent of the total maximum number of votes permitted to be located on the Submitted Land and/or the Additional Land are initially occupied or owned by Owners other than the Declarant (or a lender holding Special Declarant Rights) or a Builder (the foregoing number may be increased or decreased in accordance with any amendments to the Development Plan or approvals affecting the number of permitted dwellings or if Exhibits A or B are amended to describe land not originally described in Exhibits A or B which would allow an increased number of votes); or (3) the date specified by the Declarant in a written notice to the Association that the Declarant Control Period is to terminate on that date.

(20) "Declaration" means this Declaration for Meadows at Morris Farm made by the Declarant and recorded among the Land Records. The term Declaration shall include all amendments to the Declaration: (i) amending the provisions herein pursuant to Article 15, and

(ii) except when the context clearly requires otherwise, submitting Additional Land to the terms of this Declaration and the jurisdiction of the Association ("Supplementary Declaration") pursuant to Article 4.

(21) "Design Guidelines" means the standards and guidelines adopted by the Board of Directors pursuant to Article 9 and any standards established by the Declarant.

(22) "Development Period" means the period of time that the Declarant (or a lender holding Special Declarant Rights) or any Builder is engaged in development or sales of the Property or the Additional Land or activities relating thereto, during which time the Declarant (or a lender holding Special Declarant Rights) is entitled to exercise certain "Special Declarant Rights" under the Association Documents as described in Article 5. When (i) all the Submitted Land is owned by Owners other than the Declarant (or a lender holding Special Declarant Rights) or a Builder; (ii) all the Additional Land is owned by Owners other than the Declarant (or a lender holding Special Declarant Rights) or a Builder; and (iii) all of the bonds held by a governmental agency with respect to the Property have been released, then the Development Period shall end.

(23) "Development Plan" means the master zoning plan or plans for the Property and Additional Land as approved by resolutions of the Board of Supervisors of Prince William County, Virginia as of January 21, 2003 in connection with Rezoning REZ PLN#2003-00030, all as amended from time to time, and such additional development as may be approved (collectively, the "Proffers"). Although the Declarant intends to develop the Property substantially in accordance with the Development Plan and Proffers, the Declarant reserves the right to modify the Development Plan and Proffers subject only to the requirements and procedures of the County.

(24) "Land Records" means the land records of Prince William County, Virginia.

(25) "Lot" means a portion of the Property designated as a separate subdivided lot of record (but not including the land designated as Common Area and owned or leased by the Association or land dedicated for public street purposes) on a plat of subdivision, resubdivision, consolidation or boundary line adjustment of a portion of the Property recorded among the Land Records or any other parcel of land held in separate ownership and includes any improvements now or hereafter appurtenant. The common area owned by any property owners' association operating within the Property shall be treated as a Lot, except that no voting rights or Assessments are associated with such property and except as specifically stated otherwise.

(26) "Majority Vote" means a simple majority (more than fifty percent) of the votes in each class entitled to be cast by members present in person or by proxy at a duly held meeting at which a quorum is present, Any vote of a specified percentage of members means that percentage with respect to the total number of votes in each class actually cast by members present in person or by proxy at a duly held meeting at which a quorum is present. Any vote by a specified percentage of the Board of Directors (or a committee) means that percentage with respect to votes entitled to be cast at a duly held meeting of the Board (or committee) at which a quorum is present. Any vote of or approval by a specified percentage of the Mortgagees means a vote of or approval (whether actual or presumed) by the Mortgagees calculated according to the number of

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votes allocated to the Lots (or the Owners of the Lots) on which a Mortgage is held by a Mortgagee.

(27) "Morris Farm House Lot" means the lot designated on the Development Plan, as shown on Exhibit C attached hereto and made a part hereof. This Declaration, the Association Documents and the Subassociation Documents shall not apply to the Morris Farm House Lot.

(28) "Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) holding a first mortgage or first deed of trust ("Mortgage") encumbering a Lot which has notified the Board of Directors of its status and has requested all rights under the Association Documents in writing pursuant to Section 13.2. Only for the purpose of the notice and inspection rights in Articles 13, 14 and 15, the term "Mortgagee" shall also include the Federal Housing Administration ("FHA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), Fannie Mae (formerly the Federal National Mortgage Association) ("FNMA"), the Department of Veterans Affairs ("VA"), the Government National Mortgage Association ("GNMA") and any other public or private secondary mortgage market agency participating in purchasing, guarantying or insuring Mortgages which has notified the Board of Directors of such participation in writing (together the "Secondary Mortgage Agencies").

(29) "Neighborhood" means one or more Lots which are designated as such in a Supplementary Declaration.

(30) "Officer" means any Person holding office pursuant to the Bylaws.

(31) "Owner" means one or more Persons who own a Lot in fee simple, but does not mean any Person having an interest in a Lot solely by virtue of a contract or as security for an obligation. The term "Owner" is also used to refer to a member of the Association. Notwithstanding the foregoing, in the case of any Subassociation governing a portion of the Property, to the extent so provided in the applicable Supplementary Declaration, the Subassociation shall be deemed to be the member entitled to vote in the Association.

(32) "Person" means a natural person, corporation, partnership, limited liability company, association, trust or other entity capable of holding title or any combination thereof

(33) "POA Act" means the Virginia Property Owners' Association Act, Chapter 26 of Title 55 of the Code of Virginia (1950), as the same may be amended, supplemented or replaced from time to time.

(34) "Private Streets, Alleys and Roadways" means all streets, alleys, roadways, gates, sidewalks, curbs, gutters and parking areas which are part of the Common Area, but not including streets and roadways dedicated to public use by a plat or deed of dedication.

(35) "Property" means, at any given time, the land then subject to the Declaration (including Lots and Common Area) and includes all improvements and appurtenances thereto now or hereafter existing.

(36) "Recreational Facilities" means the swimming pools, tennis courts and associated community buildings and any other facilities owned by the Association.

(37) "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation and physical appearance of the Property adopted from time to time by the Board of Directors.

(38) "Subassociation" means any owners association, condominium unit owners association or cooperative association created by the Declarant governing a portion of the Property. Any such subassociation shall be created only by the Declarant or with its consent.

(39) "Subassociation Documents" means collectively, the Articles of Incorporation, the Supplementary Declaration(s) and Bylaws, all as amended from time to time relating to a Subassociation. Any exhibit, schedule, certification or amendment to a Subassociation Document is an integral part of that document.

(40) "Submitted Land" means the land designated as such in Exhibit A and all land which is from time to time submitted to the Declaration.

(41) "Supplementary Declaration" means any declaration submitting land to the terms of the Declaration and subjecting such land to the jurisdiction of the Association, whether or not such Supplementary Declaration contains additional provisions reflecting the unique characteristics of the real estate being submitted, or submitting a portion of the Property to such supplementary covenants in accordance with the provisions of Article 4 of the Declaration. A Supplementary Declaration may be part of a Deed of Subdivision.

(42) "Trails" means the paths and trails constructed by the Declarant or by an Owner pursuant to an agreement with the Declarant across any Common Area or Common Easement Area which shall be maintained by the Association for the use of all Owners.

(43) "Upkeep" means care, inspection, maintenance, snow and ice removal, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

(44) "Visible from Neighboring Property" means with respect to any given object on a Lot, that such object is or would be visible to a person six feet tall, standing on any part of any adjacent Lot or other real estate at an elevation no greater than the elevation of the base of the object being viewed.



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Section 1.2. Construction of Association Documents.

(a) Captions. The captions are inserted only for reference, and in no way define, limit or describe the scope of any provision. All cross-references are to the Declaration unless otherwise indicated.

(b) Pronouns. The use of the masculine gender shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

(c) Severability. Each provision of an Association Document is severable from every other provision, and the invalidity or unenforceability of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

(d) Interpretation. If there is any conflict between the Association Documents, the Declaration and then the applicable Supplementary Declaration shall control, except as to matters of compliance with the Act, in which case the Articles of Incorporation shall control. Specific provisions shall control general provisions, except that a construction consistent with the Act shall in all cases control over any inconsistent construction. The provisions of the Bylaws shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association Documents. The Association Documents shall be construed together and shall be deemed to incorporate one another in full. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others.

(e) No Merger; Savings Clause. The easements granted and reservations made herein or in any Supplementary Declaration shall not terminate or merge and shall continue to run with the land, notwithstanding the common law doctrine of merger and the common ownership of the Property at this time by the Declarant. If the intended creation of any easement provided for in this Declaration should fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the Persons to whom the easement were originally to have been granted the benefit of such easement. With respect to the transfer of Special Declarant Rights, any reference to the Declarant's successors and assigns, shall mean only those successors and assigns to which the Special Declarant Rights have been transferred pursuant to Article 5.

(f) Ambiguities Resolved by Declarant . If there is any ambiguity or question as to whether any Person, land or improvement falls within any of the definitions set forth in Article 1, the determination made by the Declarant (as evidenced by a recorded Supplementary Declaration) or practice of the Association during the Declarant Control Period shall be binding and conclusive.

(g) Use of New Technology. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under the Association Documents may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. The use of technology in implementing the provisions of this Declaration dealing with notices, payments, signatures, votes, consents or approvals shall be governed by the Bylaws.

Section 1.3. The Association .

(a) Creation . The Meadows at Morris Farm Community Association is a nonstock corporation organized and existing under the laws of the Commonwealth of Virginia, charged with the duties and vested with the powers prescribed by law and set forth in the Association Documents.

(b) Membership. Members of the Association shall at all times be, and be limited to, the Declarant (during the Development Period) and other Persons who constitute Owners of the Lots or the Subassociations representing such Owners. If more than one Person owns a Lot, then all of the Persons who own such Lot shall collectively constitute one Owner and be one member of the Association. Each such Person is entitled to attend all meetings of the Association. Membership in the Association is mandatory and automatic with and appurtenant to ownership of a Lot, and may not be separated from ownership of any Lot which is subject to assessment.

(c) Classes of Owners: Voting Rights. The Association shall have the classes of Owners (members) with the voting rights set forth in the Articles of Incorporation and as follows:

The Class A Owners shall be the Owners of Lots, other than the Declarant or a Builder during the Declarant Control Period, and shall have one vote for each Lot owned.

The Class B Owner shall be the Declarant. The Declarant shall have 990 votes less the number of votes held by the other Owners when a vote is taken. If the Declaration is amended from time to time to include additional land that was not originally described on Exhibits A and B to the Declaration when the Declaration was recorded or the Development Plan or Proffers are amended to increase the maximum number of votes held by Owners on the Additional Land, then the number of votes of the Class B Owner described above shall be increased by one and one-half times the number of votes that would be appurtenant to Lots that could be created on such land if such land were fully developed under the applicable zoning and submitted to the Declaration.

After the Declarant Control Period expires, the Declarant shall have one vote as a Class B Owner and the Declarant shall also become a Class A Owner and have Class A votes with respect to the Lots owned by the Declarant. The Class B membership shall expire at the end of the Development Period.



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Any Person qualifying as a member of more than one voting class may exercise those votes to which such Person is entitled for each such class; provided, however, that such Person shall not simultaneously have more than one class of vote for the same Lot.

(d) Board of Directors. The Board of Directors is responsible for the management and Upkeep of the Common Area and the business affairs and administration of the Association. Unless otherwise specifically provided in the Act or the Association Documents, all rights, powers, obligations and duties of the Association may be performed by the Board of Directors on behalf of the Association without the joinder or approval of any members, Owner or holder of a Mortgage (including in all cases any holder qualifying as a Mortgagee).

(e) Merger or Consolidation. Upon merger or consolidation of the Association with another entity formed for similar purposes, the Association's properties, rights and obligations may be transferred to the surviving or consolidated entity, or alternatively, the properties, rights and obligations of the other entity may be assumed by the Association, as the surviving entity. No such merger or consolidation shall affect any revocation, termination, change or addition to this Declaration except pursuant to Articles 15 and 16.

Section 1.4. Delegation by Association. The Association may delegate any function which in this Declaration is made the responsibility of the Association to any Subassociation created for the Property upon such terms and conditions as the Association deems advisable; provided, however, architectural control responsibilities and covenants administration may be delegated to a Subassociation only if the Board has approved the design guidelines promulgated by such Subassociation. Such restriction shall be included in any Supplementary Declaration creating such Subassociation.

## ARTICLE 2



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### COMMON AREA

Section 2. 1. Conveyance: Title. The Declarant shall convey the Common Area in each subdivided section of the Property to the Association in fee simple released from any encumbrance securing the repayment of monetary obligations incurred by the Declarant, but subject to all easements and other encumbrances then of record (including those created by this Declaration). The Common Area in each subdivided section of the Property shall be conveyed to the Association before the conveyance of any Lot subject to a Mortgage guaranteed by the Veterans Administration in such subdivided section to an Owner other than the Declarant or a Builder. The Association shall accept title to any real estate or personal property offered to the Association by the Declarant. The Declarant will try to specifically identify the Common Area, but such identification shall not be required in order for the land to be Common Area. If the Declarant determines that a particular parcel of land is or is not Common Area, such determination shall be binding and conclusive. The Common Area may change from time to time. Accordingly, references to Common Area shall be deemed to refer to the Common Area existing at the relevant time. The Association and/or Declarant, as appropriate, may convey Common Area located within a Subassociation to that Subassociation, and such Subassociation shall be responsible for maintenance, management and Upkeep of such Common Area.

Section 2.2. No Dedication. Nothing contained herein or in the other Association Documents shall be construed as a dedication to public use or as an assumption of responsibility for Upkeep of any Common Area by any public or municipal agency, authority or utility, nor shall it be construed to prevent the Board of Directors of the Association from permitting public access to or use of any Common Area.

Section 2.3. Regulation of Common Area. The Board of Directors shall have the right to regulate use of the Common Area pursuant to Section 8.3 and to charge fees for the use of Common Area. The Board may also allow nonmembers to use portions of the Common Area, specifically Recreational Facilities, on a daily, an annual or onetime fee basis. The Board of Directors may also mortgage, dedicate or convey Common Area owned in fee simple by the Association or grant easements over and through the Common Area subject to the restrictions in Section 15.4.

Section 2.4. Transfer of Responsibility for Upkeep. When the Declarant or a Builder substantially completes improvements on any portion of the Common Area and wishes to transfer responsibility for Upkeep for such portion of the Common Area to the Association or Subassociation, as appropriate, the Declarant or Builder shall provide written notice to the Association or Subassociation, specifying the Common Area or improvement for which responsibility is being transferred. A representative of the Association or Subassociation appointed by its Board of Directors shall inspect such portion of the Common Area and shall report its condition to its Board of Directors within thirty days after notice from the Declarant or Builder that such portion of the Common Area is ready for inspection. If the Association or Subassociation fails to do so within the thirty-day period, the Association or Subassociation waives its rights under this section. When the Declarant or Builder transfers the responsibility for Upkeep of any portion of the Common Area to the Association or Subassociation, any improvements located thereon shall be substantially complete, all work (except for such work which cannot be performed due to the weather conditions or the season of the year, which the Declarant or Builder will be obligated to complete when weather conditions permit) required by the site plan shall be either completed or bonded with the County and such portion of the Common Area and improvements on such portion of the Common Area shall be in a condition generally acceptable to the Association or Subassociation. When the Association or Subassociation assumes responsibility for Upkeep for a portion of the Common Area, the Association or Subassociation shall cooperate with the Declarant or Builder to obtain release of County bonds. If such Common Area and the improvements located thereon are not in such condition, the Association or Subassociation shall notify the Declarant or Builder in writing, specifying the deficiencies, whereupon the Declarant or Builder shall have until the later of the bond release or sixty days after the date of notice of the deficiencies to remedy the deficiencies. Ten days or more after such period expires, the Association or Subassociation may perform on behalf of the Declarant and the Declarant or Builder shall promptly reimburse the Association or Subassociation for the reasonable costs incurred.

Section 2.5. Additional Improvements on Common Area. After the initial improvement and conveyance of any Common Area to the Association or Subassociation, the Declarant or a Builder may, but is not obligated to, construct additional improvements on the Common Area for the benefit of the Property, pursuant to the easements in Section 3. 1.



Section 2.6. Boundary Adjustments. The Association or Subassociation, as appropriate, acting through its Board of Directors (without the joinder or approval of any member, Owner or holder of a Mortgage) has the power at any time or times, consistent with the then existing zoning or subdivision ordinances of the applicable governmental authority, to transfer part of the Common Area for the purpose of adjusting Lot lines or otherwise in connection with the orderly subdivision and development of the Property; provided, however, that: (i) such transfer shall not reduce the portion of the Property designated as "open space" below the minimum level of "open space" required in the subdivisions comprising the Property by the applicable County Ordinance at the time of the transfer; (ii) the appropriate governmental authorities approve such Lot line adjustments; and (iii) the boundary line adjustment is approved by all Owners of Lots and Mortgagees for which the boundaries are being adjusted.

ARTICLE 3

EASEMENTS



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Section 3. 1. Development Easements.

(a) Easements Reserved to the Declarant.

(1) Easement to Facilitate Development. The Declarant hereby reserves to itself and its successors and assigns a nonexclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property and the Additional Land, including without limitation: (i) temporary slope and construction easements; (ii) drainage, erosion control and storm and sanitary sewer and waterline easements (including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition; (iii) easements for the storage (in a sightly manner) of reasonable supplies of building materials and equipment necessary to complete the improvements; (iv) easements for the construction, installation and Upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property and the Additional Land or reasonably necessary to serve the Property or the Additional Land; and (v) easements for ingress and egress as necessary to perform the foregoing.

(2) Easement to Facilitate Sales. The Declarant hereby reserves to itself and its successors and assigns the right to: (i) use any Lots owned or leased by the Declarant, any other Lot with the written consent of the Owner thereof or any portion of the Common Area (including any buildings thereon) as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas (provided, however, that the Declarant or its designee, as appropriate, shall remain responsible for the Upkeep of that portion of the Common Area used for the foregoing purposes); (ii) place and maintain in any location on the Common Area and on any Lot (for a distance of ten feet behind any Lot line which parallels a public or private street), street and directional signs, temporary promotional signs, temporary construction and sales offices, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; provided, however, that all signs shall comply with applicable governmental regulations and the Declarant shall obtain the consent of the Owner of any affected

Lot or of the Covenants Committee if the Owner does not consent; and (iii) relocate or remove all or any of the above from time to time at the Declarant's sole discretion.

(3) Easement for Utilities, Community Systems and Related Services.

(A) General Utility Easement. A non-exclusive perpetual blanket easement is hereby granted over and through the Property for ingress, egress, installation and Upkeep of the equipment for providing to any portion of the Property or adjacent real estate, any utilities, including without limitation, water, sewer, drainage, oil, gas, electricity, solar, telephone, television, cable and broadband or other telecommunications service and Community Systems, whether public or private; such easement is hereby granted to any Person installing or providing Upkeep for the aforesaid services. Any pipes, conduits, lines, wires, inlets, transformers, manholes and any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Declarant, where contemplated on any site plan approved by the Declarant or where approved by resolution of the Board of Directors; provided, however, that no line shall run beneath a dwelling other than the lines serving such dwelling. Any entry upon any Lot or any Common Area to effectuate the foregoing purposes shall not be deemed trespass.

(B) Specific Development Easement Areas. The Declarant hereby reserves to itself and its successors and assigns the right to grant and reserve easements, rights-of-way and licenses over and through the Common Area and any common area within a Subassociation located within the Property and any real estate conveyed to a Builder prior to subdivision into individual lots or over and through any Lot within ten feet of any boundary line of a Lot for the installation and Upkeep of the equipment for providing to any portion of the Property or adjacent real estate, any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone, cable, broadband, television or other telecommunications service and Community Systems (as defined in Subsection 7.8(b)), whether public or private, or for any other purpose necessary or desirable for the orderly development of the Property or for the benefit of adjoining real estate.

(C) Rights and Duties. The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities in favor of the Association shall be governed by the following:

1. Whenever water, sanitary sewer, roof drains connected directly to storm sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot or the Association shall have the right, and are hereby granted an easement to the extent necessary thereof, to enter upon or have a utility company enter upon any portion of the Property in which said installation lies, to repair, replace and generally maintain said installations.

2. The right granted in subparagraph 1 above shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment, and provided further, that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such entry.

3. In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

(4) Dedications and Easements Required by Governmental Authority. The Declarant hereby reserves to itself and its successors and assigns, the right to make any dedications and to grant any easements, rights-of-way and licenses required by any government or governmental agency over and through all or any portion of the Common Area. The Declarant also hereby reserves to itself and its successors and assigns an easement and a 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 company in connection with the release of bonds or the acceptance of streets for public maintenance with respect to the Property.

(5) Landscaping Easement Across Lots; Trails.

(A) Landscaping. The Declarant hereby reserves to itself and its successors and assigns, an easement and the right to grant and reserve easements over and through the Common Area, the common area within any Subassociation located within the Property or any real estate conveyed to a Builder prior to subdivision into individual lots, or over and through any Lot: (i) within ten feet of any public right-of-way or any adjacent Lot in the case of a Lot; and (ii) and around the frontage of all storm water management or retention ponds, for a depth of twenty feet back from the high water mark. These easements shall be for the purpose of construction, installation, irrigation and Upkeep of landscaping features, including without limitation plants, trees and earth berms and other earth contouring and shall include ingress and egress as necessary to perform such tasks. Such easement area shall also be available for entrance features, project signage, fencing, fishing piers and associated lighting and irrigation systems. The Owner of a Lot burdened by the easement shall not construct any improvements within the easement without the permission of the Declarant, during the Declarant Control Period, or the Board of Directors, thereafter. If the Board of Directors so determines, then the cost of the Upkeep of these easement areas by the Association shall be a Common Expense or a Limited Common Expense, as appropriate. Otherwise, the Owner of a Lot shall maintain the easement area located on such Owner's Lot at such Owner's own expense.

(B) Trails. In addition, the Declarant may install Trails within the easement areas described in this paragraph 3.1(a)(5), without the permission or approval of the Owner of such Lot, or any other location over and through the Lot with the permission of the Owner of such Lot. The Declarant hereby reserves to itself and its successors and assigns, the right to grant easements across Trails and grants to the Association and each Owner an easement for access across such Trails. The Trails shall be available for the use of all Owners as part of the Common Easement Areas. The Association shall provide for the Upkeep of the Trails and the cost of such Upkeep shall be a Common Expense or a Limited Common Expense, as appropriate. Trails may be of varying widths and of such materials as are approved by the Declarant during the Development Period or the Board of Directors thereafter.



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(C) Relocation. An Owner, with the consent of the Board of Directors as evidenced by the signature of an Officer of the Association on an instrument recorded among the Land Records, may record, at the Owner's sole expense, an easement plat showing the exact location of the easement for landscaping and Trails on the Owner's Lot. These easements may be relocated by the Owner of a Lot burdened with the consent of the Board of Directors on behalf of the Association and the members, Owners and occupants of the Property.

(6) Storm Water Management Easement . The Declarant hereby reserves to itself and its successors and assigns an easement and the right to grant and reserve easements over and through the Property for the construction and Upkeep of storm water management facilities, including storm water retention areas. The Declarant shall also have the right to allow adjacent properties to tie their storm water management facilities into the storm water management facilities for the Property.

(b) Further Assurances. Any and all conveyances made by the Declarant to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. Upon written request of the Declarant, the Association and each Owner shall from time to time sign, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested. Upon written request of the Declarant, the Association and any Owner shall join in the grant of an easement contemplated by this Article or the forms required by the County or the various utility companies providing services.

(c) Duration and Assignment of Development Rights. The Declarant may assign its rights under this section to, or share such rights with, one or more other Persons, exclusively, simultaneously or consecutively. The rights and easements reserved by or granted to the Declarant pursuant to this section shall continue until the end of the Development Period, unless specifically stated otherwise.

Section 3.2. Association Power to Make Dedications and Grant Easements. The Declarant, on behalf of itself and its successors and assigns, hereby also grants to the Association the rights, powers and easements reserved to the Declarant by Paragraphs 3. 1 (a)(2)(ii), (3), (4) and (5). These rights, powers and easements may be exercised by the Association, subject to Section 15.4; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

Section 3.3. Easement for Upkeep.

(a) Association Access. The Declarant, on behalf of itself and its successors and assigns, hereby grants the right of access over and through any portion of the Property (excluding any improvement) to the Association, the managing agent and any other Persons authorized by the Board of Directors or the appropriate Covenants Committee, in the exercise and discharge of their respective powers and responsibilities, including without limitation to make inspections, correct any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area, correct drainage, perform installations or Upkeep of utilities, landscaping or

other improvements located on the Property for which the Association is responsible for Upkeep, or correct any condition which violates the Association Documents. The agents, contractors, Officers and directors of the Association may also enter any portion of the Property (excluding any improvement) in order to utilize or provide for the Upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all Upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with the Association Documents for which such Owner is responsible pursuant to Section 12. 1, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with Sections 6.2 and 12.1.

(b) Declarant Access. Until the expiration of any applicable warranty period, the Declarant hereby reserves to itself and successors and assigns a right of access over and through any portion of the Property (including any improvement) to perform warranty-related work within the Common Area or the Lots or to perform such work, including without limitation regrading and the planting of additional trees or shrubs as may be required for the release of public bonds or the acceptance of public streets. The Declarant may assign its rights under this subsection to, or share such rights with, one or more other Persons, exclusively, simultaneously or consecutively.

(c) Entry into Improvement. If entry to an improvement is required by any Person pursuant to this section, a request for entry shall be made in advance and such entry shall be made, to the extent practicable, at a time reasonably convenient to the Owner. In case of an emergency, however, such right of entry to any improvement shall be immediate.

#### Section 3.4. Limitations on Exercise of Rights and Easements.

(a) These easements are subject to all other easements and encumbrances of record (including those created by this Declaration). No Person who owns Property subject to this Declaration may subordinate the easement herein created to any subsequent encumbrance without the prior written approval of the Declarant during the Development Period or the Board of Directors thereafter.

(b) The Declarant, the Association or any other Person, as appropriate, when exercising the rights and easements granted by this Article, shall: (i) give reasonable prior notice to all affected Owners, unless an emergency exists which precludes such notice; (ii) minimize any economic or aesthetic injury to the affected Lots or the Common Area; (iii) not unreasonably interfere with the affected Owners' use, enjoyment and benefit from such Owners' Lots or the Common Area or the building areas located on such Lot as approved by the Declarant or the appropriate Covenants Committee.

(c) If an easement is relocated, the cost of such relocation shall be paid by the party requesting the relocation.

(d) Any damage resulting from the exercise of the aforesaid rights and easements shall be promptly repaired and the site restored to the extent practicable by the Declarant or the Association, as appropriate, or at the option of the Declarant or the Association, the party

responsible for such damage. In either case, the cost of such repair and restoration shall be paid for by the party responsible for the damage.

(e) The Declarant and the Owner may agree to a modification of the development easement areas set forth in this Article as applied to such Owner's Lot; provided, however, that the Declarant and the Owner shall record a Supplementary Declaration locating such revised easement areas.

Section 3.5. Easements for Encroachments. If any improvement on the Property now or hereafter encroaches on any other portion of the Property by reason of: (i) the original construction thereof; (ii) deviations within normal construction tolerances in the Upkeep of any improvement; or (iii) 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 Upkeep 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 3.6. Easement for Support. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.

Section 3.7. Easement for Emergency Access. The Declarant, on behalf of itself and its successors and assigns, hereby grants an easement (1) to all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies and to vehicles operated by said personnel while in pursuit of their duties, and (2) to the Association over and through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to any other portion of the Property. The Association is hereby authorized but not obligated to take any such measures. Said emergency personnel shall also have the right of enforcement of cleared emergency vehicle access on roadways, alleys and driveways on the Property.

Section 3.8. Easement for Use of Common Area.

(a) Use and Enjoyment. The Declarant hereby reserves to itself during the Development Period and, on behalf of itself and its successors and assigns, grants to each Owner and each Person lawfully occupying a Lot a non-exclusive right and easement of use and enjoyment in common with others of the Common Area (except as limited by the designation of Limited Common Area or Reserved Common Area). Such right and easement of use and enjoyment shall be appurtenant to each Lot, whether or not mentioned in the deed thereto. Each Owner is also hereby granted a non-exclusive easement for public or private utility services and ingress and egress (including lead sidewalks, driveway aprons and utility laterals) over the Common Area to the extent necessary to provide utility services or vehicular and pedestrian access to such Lot for such Owner and such Owner's household, tenants, guests, customers, employees, agents and invitees, subject to any Rules and Regulations promulgated by the Association pursuant to Section 8.3. The Association or Subassociation, acting through its Board of Directors without the joinder or approval of any member, Owner or holder of a Mortgage, is authorized on behalf of each Owner to relocate, modify or terminate easements over and across the Common Area or Common Easement Areas now or hereafter granted in this Declaration, in

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deeds of subdivision or otherwise; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for services. A conveyance or dedication of a portion of the Common Area to any entity, other than an entity formed for similar purposes in which the Owner is directly or indirectly a member, shall extinguish the Owner's easement rights except to the extent necessary to provide access and public or private utility services to such Owner's Lot. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant is void.

(b) Recreational Facilities. Each Owner of a Lot and each Person purchasing a membership in the Recreational Facilities is hereby granted a non-exclusive right of use and enjoyment in common with others of such Recreational Facilities which constitute a portion of the Common Area and a right of access over and through the Common Area (except as limited by the designation of Limited Common Area or Reserved Common Area) to such Recreational Facilities. The rights and easements granted hereby shall be subject to all rights and powers of the Association (in addition to any easements granted or reserved in this Declaration or pursuant to other Association Documents), when exercised in accordance with the applicable provisions of the Association Documents.

(c) Limitations. The rights and easements of enjoyment created in this Section shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the other Association Documents) to all rights and powers of the Declarant and the Association or Subassociation, as appropriate, when exercised in accordance with the other applicable provisions of the Association Documents, including without limitation the Association's right to regulate the use of the Common Area and to establish reasonable charges therefor, to grant easements across the Common Area, to dedicate or convey portions of the Common Area owned in fee simple by the Association and to mortgage the Common Area owned in fee simple by the Association, subject to Section 15.4. In the event of a default upon any Mortgage of the Common Area by the Association, the lender's rights hereunder shall be limited to a right, after taking possession of such Common Area, to charge reasonable admission and other fees, and, if necessary, to open enjoyment of such Common Area to a wider public, until such debt is satisfied, whereupon possession of the Common Area shall be restored to the Association and the rights of the Owners shall be fully restored.

(d) Delegation. Subject to the Rules and Regulations and such other restrictions as may be adopted by the Association, any Person having the right to use and enjoy the Common Area may delegate such rights to such Person's household or company, tenants, guests, customers, employees, agents and invitees and to such other Persons as may be permitted by the Association. The easements and rights granted by this Declaration shall not be enforceable by Persons to whom such easements and rights may be delegated by Owners, including without limitation the household or company, tenants, guests, customers, employees, agents and invitees of any Owner. This section does not affect, however, the rights of the holders of Mortgages in possession or court-appointed officers in possession and control of a Lot acting in the name, place and stead of Owners, or any Person's right to enforce any easements or rights granted in any lease or agreement between such Person and an Owner.

(e) Additional Land.

(1) Use of Amenities and Parking Recreational Facilities. During the Development Period, the Declarant hereby reserves to itself and its successors and assigns the right to grant to each Person lawfully occupying any portion of the Additional Land a non-exclusive right and easement of use and enjoyment in common with others of the Recreational Facilities and associated parking areas constituting a portion of the Common Area and a right of access over and through the Common Area (other than as limited by the designation of Limited Common Area or Reserved Common Area) to such facilities. The rights and easements granted by the Declarant pursuant to this subsection shall be subject to all rights and powers of the Association, when exercised in accordance with the applicable provisions of the Association Documents (in addition to any easements granted or reserved in this Declaration or pursuant to other Association Documents). The Persons to whom this easement is granted or the owners association or unit owners association of any planned community or condominium or cooperative located on the Additional Land shall pay to the Association an annual assessment levied exclusively for a share of the costs of management and Upkeep of the recreational amenities, parking areas or shared utilities and for services and facilities related thereto at least equal to the amount that would be payable if the Additional Land were subject to the Declaration as determined by the Declarant.

(2) Access Across Common Area. During the Development Period, the Declarant also reserves to itself and its successors and assigns the right to grant to each Person lawfully occupying a portion of the Additional Land a non-exclusive easement over all streets, walks and paths on the Common Area, as may be necessary for vehicular and/or pedestrian ingress and egress across such Common Area from a public right-of-way to any portion of the Additional Land that would not otherwise have access to a public right-of-way; provided, however, that the Persons benefiting from such easement bear a portion of the expense of Upkeep for the access roads in such amounts as may be determined by the Declarant.

Section 3.9. Reserved Common Area and Limited Common Area.

(a) Reserved Common Area. The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in the Common Area owned in fee simple by the Association by designating portions of the Common Area as Reserved Common Area. Such Reserved Common Area shall be subject to such restrictions, reasonable charges and conditions on the use thereof as the Board may deem appropriate. Such Reserved Common Area shall be maintained by the Association or, at the Board's option, by the Persons having the exclusive right to use the Reserved Common Area.

(b) Limited Common Area. The Declarant shall have the unilateral right without the joinder or approval of the Association or any member, Owner or holder of a Mortgage, for as long as the Declarant has the right to add Additional Land under Section 4.1, to restrict portions of the Common Area owned in fee simple by the Association in the nature of an easement for the primary (or exclusive if specifically designated) use of the Owners of one or more Lots by designating such portions of the Common Area as Limited Common Area. The Declarant may: (i) describe the location of the Limited Common Area and the Lots to which it is appurtenant in this Declaration or a Supplementary Declaration; (ii) indicate the locations of the Limited Common Area appertaining to one or more Lots by depicting such Limited Common Area and



the Lots to which it is appurtenant on a plat attached as an Exhibit to a Supplementary Declaration or (iii) label a portion of the Common Area shown on a plat as an Exhibit to a Supplementary Declaration as "Common Area that may be assigned as Limited Common Area", and thereafter assign such Limited Common Area to one or more specific Lots by unilaterally amending the Supplementary Declaration to indicate the assignment, depicting the Limited Common Area being assigned and the Lots to which it is appurtenant. The Declarant hereby reserves the exclusive right to assign all or any portion of the Common Area as Limited Common Area to be used as parking spaces, being in the nature of a irrevocable easement for the exclusive use of the Owners of the Lots to which such spaces are appurtenant and the Declarant may unilaterally record an amendment to the Declaration showing the assignment of such Limited Common Area Parking Spaces. The Declarant may also assign Limited Common Area by recording an amendment to this Declaration.

Section 3.10. Limited Appointment of Attorney-in-Fact. Each Owner, for such Owner and such Owner's successors and assigns, by acquisition of title to all or any portion of the Property irrevocably appoints the Declarant during the Development Period and the Association after the Development Period as attorney-in-fact to grant, relocate and terminate all easements, rights-of-way and licenses which the Declarant or the Association or Subassociation, as appropriate, has the power to grant pursuant to the Association Documents and subject to the limitations set forth therein; provided, however, that any action taken as attorney-in-fact shall not materially, adversely affect any Owner's use and development of the Lot owned by such Owner. The Declarant shall act as such attorney-in-fact only in furtherance of its development of the Property, and the Association shall act as such attorney-in-fact only in furtherance of its responsibilities and duties as set forth in the Association Documents, it being recognized that this grant of a power of attorney is required because the Declarant or the Association or Subassociation may not own the real estate to be subjected to easements, rights-of-way and licenses hereunder.

Section 3.11. Land Submitted by Owners Other than the Declarant; Power of Attorney. Any person other than the Declarant submitting land to this Declaration hereby grants to the Declarant, the Association and to each other Owner all rights, easements and other interests with respect to such land granted or reserved in this Article and shall provide such further assurances as may be required. Each Owner hereby designates the Declarant and the Association (or either of them) as their lawful attorney-in-fact and grants either of them a power of attorney for the limited purpose of signing any instrument on such Owner's behalf as may hereafter be required or deemed necessary for the purpose of later creating any easement as it was intended to have been created herein.

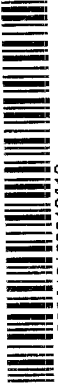
## ARTICLE 4



### DEVELOPMENT OF THE PROPERTY

#### Section 4. 1. Expansion by the Declarant

(a) Designated Additional Land. The Declarant hereby reserves a unilateral right until the later of: the fifteenth anniversary of the date of recordation of this Declaration or the tenth anniversary of the date of recordation of any Supplementary Declaration adding Additional Land,



to expand the Property from time to time without the joinder or approval of the Association, any member, Owner or holder of a Mortgage (except the Owner of or holder of a Mortgage on such land) by submitting all or any portion of the Additional Land to the provisions of this Declaration and the jurisdiction of the Association whether or not such land is owned by the Declarant. The right to expand may be terminated only upon the recordation by the Declarant of an instrument relinquishing such option. The Declarant reserves the unilateral right, without the joinder or approval of the Association, any member, Owner or holder of a Mortgage, to execute and record a Supplementary Declaration, subjecting any Lot to such additional covenants and restrictions as may be necessary to reflect the different characteristics of such Lot as are not inconsistent with the overall scheme of the Declaration; provided, however, that the Declarant shall not have such right after the conveyance of such Lot to an Owner other than the Declarant without the written consent of such Owner (and the holder of a Mortgage on such Lot). The Declarant may add Additional Land in accordance with the procedures set forth in Section 4.3. There are no limitations on the option to expand except as set forth in this Article. If the Declarant does not submit all or any portion of the Additional Land to the Declaration, such land may be developed in any manner allowable under local zoning ordinance without regard to the restrictions in this Declaration.

(b) Undesignated Additional Land. The Declarant may unilaterally amend the description of Additional Land set forth in Exhibit B without the joinder or approval of the Association, any member, Owner or holder of a Mortgage to expand the land area referred to as Additional Land whether or not such land is owned by the Declarant; provided, however, that such land is immediately adjacent to the Property or across a public right-of-way from the Property and does not increase the total acreage of the land originally described in Exhibits A and B by greater than ten percent in either land area or total number of dwelling units.

Section 4.2. Expansion by the Association. With the written consent of the fee simple owner (if not the Association) and any holder of a Mortgage on such land, a sixty-seven percent vote of the Owners or written approval from members entitled to cast sixty-seven percent of the total number of votes and the written consent of the Declarant during the Development Period, the Association may submit any land located immediately adjacent to the Property or across a public right-of-way from the Property to the provisions of this Declaration and the jurisdiction of the Association, in accordance with the procedures set forth in Section 4.3..

Section 4.3. Procedure for Expansion; Additional Covenant. The Declarant or the Association, as appropriate, may record one or more amendments to the Declaration submitting the land described on Exhibit B to this Declaration and to the jurisdiction of the Association ("Supplementary Declarations"). Each Supplementary Declaration shall include a legally sufficient description of the land added so as to differentiate between each portion of the Property. A Supplementary Declaration may subject the submitted land, or any land already submitted to this Declaration, to such additions to the provisions in this Declaration as may be necessary to reflect the different character of the land uses therein and as are not inconsistent with the overall scheme of this Declaration; provided, however, that such additions shall not apply to any land previously submitted to this Declaration after conveyance of a Lot to an Owner other than the Declarant without the written consent of the Owner of the Lot (and the holder of a Mortgage on such Lot) subject to the additional provisions. Upon recording a Supplementary Declaration submitting real estate to the Declaration, the provisions of the Declaration, including

the provisions for voting rights and Assessments shall apply to the land thereby added as if such land were originally part of the Submitted Land. Any Owner other than the Declarant submitting Additional Land to the Declaration shall be deemed to have granted all the easements and rights granted and reserved herein to the Declarant, the Association and the Owners.

#### Section 4.4. Withdrawable Real Estate.

(a) By the Declarant. During the Development Period, the Declarant has the unilateral right, without the joinder or approval of the Association, or any member, Owner or holder of a Mortgage (except the Owner of and holder of the Mortgage on the land being withdrawn), to sign and record an amendment to the Declaration and the applicable Supplementary Declaration withdrawing any portion of the Submitted Land from time to time if such land is: (i) dedicated or to be dedicated to public use; or (ii) conveyed or to be conveyed to a public authority.

(b) By the Association. After the Development Period, the Board of Directors, acting on behalf of the Association without the joinder or approval of any member, Owner or holder of a Mortgage, may record an amendment withdrawing any land (i) dedicated or to be dedicated to a public use; or (ii) conveyed or to be conveyed to a public authority. The Association may also amend the Declaration in accordance with Section 15.2 to withdraw other land.

(c) Dedications for Public Streets. Any land dedicated to a public authority for public street purposes is automatically withdrawn and the Declarant or the Board of Directors may unilaterally, without the joinder or approval of any member, Owner or holder of a Mortgage, record an instrument confirming such withdrawal.

### ARTICLE 5



### SPECIAL DECLARANT RIGHTS; TRANSFER

Section 5. 1. Special Declarant Rights. Special Declarant Rights are those rights reserved for the benefit of the Declarant as provided for in the Association Documents and the Subassociation Documents, and shall include without limitation the following rights: (i) to use, grant, reserve, vacate and terminate easements over and through the Property for the purpose of making improvements within the Property; (ii) to maintain model homes, management offices, construction offices, sales offices, visitor centers, customer service offices and signs advertising the Property; (iii) to exercise the rights and votes of the Class B Owner of the Association and the Class B Owner of each Subassociation; (iv) to remove and replace any director or committee member appointed or elected by the Declarant; (v) to make unilateral amendments to the Association Documents and the Subassociation Documents as provided in Sections 3.9, 4.1, 4.4, and 15. 1; (vi) to add Additional Land; (vii) to withdraw Submitted Land; and (viii) to exercise any other rights given to the Declarant. Such Special Declarant Rights shall apply to Additional Land and Submitted Land, including, but not limited to, land within Subassociation(s) and/or Neighborhood(s). The Declarant may each exercise its Special Declarant rights unilaterally without the joinder or approval of the Association or any member, Owner or holder of a Mortgage.

Section 5.2. Appointment of Directors. Until the first meeting of the Members after Class B membership has terminated, the Board of Directors shall consist of three (3) directors appointed by the Class B Member. As long as the Declarant has the status of a Class B Member, it shall have the right to appoint the directors. On or after the first meeting of the Members after Class B membership has terminated, directors shall be elected by the Members in accordance with the Bylaws of the Association, with the number of directors determined from time to time in accordance with the Bylaws of the Association.



Section 5.3. Transfer of Special Declarant Rights.

(a) The Declarant may unilaterally transfer Special Declarant Rights created or reserved under the Association Documents (without the joinder or approval of the Association, or any members, Owners or holders of a Mortgage) to any Person (i) acquiring Lots or Additional Land or (ii) holding a Mortgage on Submitted Land or Additional Land. Such transfer shall be evidenced by an instrument recorded in the Land Records within a reasonable time. The instrument is not effective unless executed by the transferor and transferee; provided, however, that a Person acquiring Lots or Additional Land pursuant to Subsection 5.3(c) may unilaterally execute and record an instrument to acquire some or all of the Special Declarant Rights.

A partial transfer of Special Declarant Rights does not prevent the transferor declarant from continuing to exercise Special Declarant Rights with respect to real estate retained by such declarant. The instrument providing for a partial transfer of Special Declarant Rights shall allocate voting rights between the transferor and the transferee. Each Person entitled to exercise Special Declarant Rights under the Association Documents has the right to transfer such rights unilaterally with respect to real estate owned by such Person, except to the extent provided otherwise in the instrument transferring the Special Declarant Rights to such Person. If at any time no Declarant (or holder of Special Declarant Right) exists, a successor may be appointed by an amendment to the Declaration made pursuant to Section 15.2.

(b) Upon transfer of any Special Declarant Right, the liability of a transferor declarant is as follows:

(1) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations (if any) the transferor has undertaken by contract or which are imposed upon the transferor by law.

(2) If the successor to any Special Declarant Right is an Affiliate of a declarant (as defined in Subsection (g)), the transferor is jointly and severally liable with the successor for any obligation or liability of the successor that relates to the Property,

(3) If a transferor retains any Special Declarant Rights, but transfers other Special Declarant Rights to a successor who is not an Affiliate of the declarant, the transferor remains liable for any obligations and liabilities relating to the retained Special Declarant Rights imposed on a declarant by the Association Documents arising after the transfer.

(4) A transferor has no liability for any act or omission, or any breach of a contractual or warranty obligation arising from the exercise of a Special Declarant Right by a successor declarant who is not an Affiliate of the transferor.

(c) Unless otherwise provided in a Mortgage, in case of foreclosure of a Mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, sale by a trustee under a deed of trust or sale under the Bankruptcy Code or receivership proceedings, of any Lots or Additional Land owned by a declarant, a Person acquiring title to all the Lots or Additional Land being foreclosed or sold, but only upon such Person's request, succeeds to all Special Declarant Rights related to such Lots or Additional Land or only to any rights reserved in the Association Documents to maintain models, management offices, construction offices, sales offices, customer service offices and signs advertising the Property. The judgment, instrument conveying title or other instrument recorded in the Land Records shall provide for transfer of only the Special Declarant Rights requested.

(d) Upon foreclosure (or deed in lieu of foreclosure), tax sale, judicial sale, sale by a trustee under a deed of trust, or sale under the Bankruptcy Code or receivership proceedings, of all Lots and Additional Land owned by a declarant: (i) the declarant ceases to have any Special Declarant Rights, and (ii) the Declarant Control Period terminates unless the judgment, instrument conveying title or other instrument recorded among the Land Records within a reasonable time provides for transfer of Special Declarant Rights.

(e) The liabilities and obligations of Persons who succeed to Special Declarant Rights are as follows:

(1) A successor to any Special Declarant Right who is an Affiliate of a declarant is subject to all obligations and liabilities imposed on the transferor by the Association Documents.

(2) A successor to any Special Declarant Right, other than a successor described in paragraphs (3) or (4) of this subsection or a successor who is an Affiliate of a declarant, is subject to all obligations and liabilities imposed by the Association Documents: (A) on a declarant which relate to such declarant's exercise or non-exercise of Special Declarant Rights; or (B) on the transferor, other than: (i) misrepresentations by any previous declarant; (ii) warranty obligations, if any, on improvements made by any previous declarant, or made before the Association was created; (iii) breach of any fiduciary obligation by any previous declarant or such declarant's appointees to the Board of Directors; or (iv) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

(3) A successor to only a right reserved in the Association Documents to maintain models, sales offices, customer service offices and signs, if such successor is not an Affiliate of a declarant, may not exercise any other Special Declarant Right, and is not subject to any liability or obligation as a declarant.

(4) A successor to all Special Declarant Rights held by a transferor who succeeded to those rights pursuant to foreclosure, a deed in lieu of foreclosure or a judgment or instrument conveying title under Subsection (c), may declare the intention in an instrument

recorded in the Land Records to hold those rights solely for transfer to another Person. Thereafter, until transferring all Special Declarant Rights to any Person acquiring title to any Lots owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right held by the transferor to vote as the Class B Owner in accordance with the provisions of the Association Documents for the duration of any Declarant Control Period, and any attempted exercise of those rights is void. So long as a successor declarant may not exercise Special Declarant Rights under this subsection, such successor is not subject to any liability or obligation as a declarant.

(f) Nothing in this Article subjects any successor to a Special Declarant Right to any claim against or other obligation of a transferor declarant, other than claims and obligations arising under the Association Documents.

(g) For the purposes of this section, "Affiliate" or "Affiliate of a declarant" means any Person who controls, is controlled by, or is under common control with a declarant. A Person controls a declarant if the Person (i) is a general partner, officer, director or employer of the declarant, (ii) directly or indirectly or acting in concert with one or more Persons or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent of the voting interests in the declarant, (iii) controls in any manner the election of a majority of the directors of the declarant, or (iv) has contributed more than twenty percent of the capital of the declarant. A Person is controlled by a declarant if the declarant (i) is a general partner, officer, director or employer of the person, (ii) directly or indirectly or acting in concert with one or more other Persons or through one or more subsidiaries, owns, controls, holds with power to vote or holds proxies representing more than twenty percent of the voting interest in the Person, (iii) controls in any manner the election of a majority of the directors of the Person, or (iv) has contributed more than twenty percent of the capital of the Person. Control does not exist if the powers described in this paragraph are held solely as security for an obligation and are not exercised.

Section 5.4. No Obligations. Nothing contained in the Association Documents shall impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct, warrant, renovate or provide any improvements. Neither the Declarant nor its successors or assigns shall be liable to any Owner or occupant by reason of any mistake in judgment, negligence, nonfeasance, action or inaction or for the enforcement or failure to enforce any provision of this Declaration. No Owner or occupant of any portion of the Property shall bring any action or suit against the Declarant to recover any damages or to seek equitable relief because of the enforcement or failure to enforce any provision of the Declaration against a third party. This section shall not be construed to release or absolve the Declarant, its successors or assigns from any obligation imposed by the duly adopted ordinances of the local jurisdiction, including without limitation the approved Proffers and conditions of subdivision approval.



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PART TWO



ARTICLE 6

COMMON EXPENSES AND ASSESSMENTS

Section 6. 1. Determination of Common Expenses and Budget.

(a) Fiscal Year. The first fiscal year of the Association shall be as determined in accordance with the Bylaws.

(b) Preparation and Approval of Budget.

(1) At least sixty days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary for the ensuing fiscal year to pay the cost of management and Upkeep of the Common Area and, to the extent provided in the Association Documents, Upkeep of the Lots, and the cost of other expenses that may be declared to be Common Expenses by the Association Documents or by a resolution of the Board of Directors, including without limitation services provided to the Owners, Lots or Common Area.

(2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital (available cash for day-to-day expenses that is otherwise uncommitted), a general operating reserve (including an amount to cover operating losses due to insurance deductibles) and reserves for contingencies (potential costs or liabilities which have not been incurred but which should be planned for) and reserves for replacements. At least forty days before the beginning of each fiscal year, the Board of Directors shall make available a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses and provide a copy of such budget to each member and Owner. Such budget shall constitute the basis for determining the Assessment against each Lot.

(3) The budget shall also reflect the separate assessment of Limited Common Expenses, including without limitation certain expenses (and reserves) relating to or benefiting one or more but less than all of the Lots, whether categorized by location or type of expense. Such expenses shall be assessed only against the Lots benefited in accordance with Subsection 6.2(a)(2).

(4) The budget shall reflect the cost of management and Upkeep of and insurance for the Recreational Facilities, including such amounts as the Board of Directors may determine to be necessary to create reserves for repair and replacement of the Recreational Facilities.

(c) Installment Payments and Due Dates. Any and all such Assessments and other charges shall be a lien against each Owner's Lot as provided in Section 12.2. On or before the first day of each fiscal year, and the first day of each succeeding payment period in such fiscal year, each Owner shall pay to such Person at such place as the Board of Directors may direct that installment of the Annual Assessment which is due during such period. The Board of Directors

shall establish one or more payment periods and the due dates for each such payment in each fiscal year; provided, however, that payments shall be due not less than semi-annually or more frequently than monthly unless specifically provided otherwise herein. All sums collected by the Board of Directors with respect to Assessments against the Lots or from any other source may be commingled into a single fund.



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(d) Initial Budget and Initial Assessment.

(1) Upon taking office, the first Board of Directors shall determine the budget, as defined in this section, for the period commencing thirty days after taking office and ending on the last day of the fiscal year in which such directors take office.

(2) The first installment of the Annual Assessment for Common Expenses shall be prorated based upon the number of days remaining in the payment period and shall be due on the earlier of: (i) the date a Lot is conveyed to an Owner other than the Declarant or a Builder, or (ii) in the case of a Lot, initial occupancy, including initial occupancy as a model home or sales center. Any additional amounts due shall be divided by the number of full payment periods (if any) remaining in that fiscal year and paid in equal installments on the first day of each payment period remaining in that fiscal year. Such Assessment shall be levied and become a lien as set forth in Section 12.2.

(3) Notwithstanding the foregoing, the Declarant may, at the Declarant's sole option, decide to pay all ordinary operating costs of the Association for a period of time not to exceed two years. If the Declarant so elects, the Association will incur no Common Expenses and thus no regular Annual Assessments will be collected during such time.

(4) Each initial purchaser of a Lot other than the Declarant or a Builder shall pay at settlement an "initial assessment" equal to Two Hundred Fifty Dollars (\$250.00) for such purchaser's Lot to provide necessary funding for the Association. In the sole discretion of the Declarant, the amount of the initial assessment may be increased each fiscal year by up to the lesser of: (i) ten percent; or (ii) the percentage increase in the CPI. The Declarant or a Builder, however, shall not be required to pay an "initial assessment" on the Lots owned by the Declarant or such Builder. Such funds are intended to be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs of the Association, but may be used for operating expenses or any other purpose as the Board of Directors may determine.

(e) Effect of Failure to Prepare or Adopt Budget. For the first fiscal year of the Association following the first conveyance of any Lot to an Owner other than the Declarant or a Builder, and for all fiscal years thereafter, the Board of Directors shall establish the Annual Assessment against each Lot for Common Expenses. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay Assessments at the rate established for the previous fiscal year until notified of the new payment which is due on the first day of the next payment period which begins more than ten days after such new annual or adjusted budget is adopted and the Owner receives such notice.



(f) Pledge of Revenues. The Board of Directors, by a vote of two-thirds of the total number of directors, shall have the right and power to assign and pledge all revenues to be received by the Association, including but not limited to Annual and Additional Assessments in order to secure the repayment of any sums borrowed by the Association from time to time.

Section 6.2. Assessments.



(a) Purpose and Rate of Assessment: Payment .

(1) Subject to the provisions of Section 6.3, the total amount of the estimated funds required for: (i) the management and Upkeep of the Common Area, including Recreational Facilities, and, to the extent provided in the Association Documents, of the Lots; (ii) services to the Lots and Owners; or (iii) to meet obligations of the Association established pursuant to this Declaration or other shared Upkeep agreements shall be assessed annually as an Annual Assessment or levied as an Additional Assessment. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Property, and subject to the limitations set forth in paragraph (2) of this Subsection 6.2(a) and Section 6.3, the Association shall assess each Class A Owner an equal Annual Assessment against all Lots subject to assessment for Common Expenses (less Limited Common Expenses ).

(2) Limited Common Expense Assessment. Limited Common Expenses shall be assessed only against the Lots benefited in proportion to their relative Common Expense liability *inter se* or based on usage, as appropriate. Such Limited Common Expenses shall be determined as follows:

(i) Any expenses incurred by the Association for Upkeep of or reserves for the Upkeep of Limited Common Area assigned exclusively to specific Lots may be assessed only against the Lots to which such Limited Common Area is appurtenant; provided, however, that Limited Common Expenses for substantially similar purposes may be assessed against all Lots so benefited.

(ii) Any expenses incurred by the Association for trash pick-up, parking lot or open space maintenance or similar services, if the cost of such upkeep or service varies significantly between housing types, Lot types or geographical location may be billed specifically against the Lots so served.

(iii) Any expenses designated in a Supplementary Declaration as Limited Common Expenses shall be paid by the Owners of Lots subject to such Supplementary Declaration.

(iv) Any services or utilities to Lots which vary based on usage may be assessed against the Lots served based on usage.

(v) The cost of any Upkeep required for private storm drainage easements serving a limited number of specific Lots shall be assessed as a Limited Common Expense against the Lots so served.

(b) Additional Assessments. The Association may levy Additional Assessments on the Lots subject to assessment pursuant to Subsection 6.2(a)(1). The Board of Directors shall give notice of any Additional Assessment to the Owners specifying the amount and reasons therefor, and such Assessment shall, unless otherwise specified in the notice, be payable in full with the next periodic installment which is due more than ten days after the date of such notice or in not more than six equal periodic installments, as the Board may determine. Such Assessment shall be a lien as set forth in Section 12.2.

(c) Individual Assessments. The Association shall have the power to assess an Owner's Lot individually: (i) for the amount of any costs incurred by the Association pursuant to Section 7.2(a) in performing Upkeep that the Owner failed to perform as required by that section; (ii) for the amount of any charges imposed on that Owner pursuant to Section 12. 1 (h); (iii) for any costs incurred by the Association because of any violation or negligence for which that Owner is responsible under Section 12. 1 (a); and (iv) charges due for services provided under contract with the Association; or (v) fees charged for individual use of the Common Area. Each such Assessment shall be due ten days after notice thereof is given to the Owner unless the notice specifies a later date.

(d) Optional Expenses. Upon request, the Association may provide certain services to Owners (including the Declarant) on a contractual basis pursuant to Section 7.8; provided, however, that the charge for such services shall be assessed against such Owner's Lots in accordance with the terms of the contract.

(e) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations (including losses due to insurance deductibles), contingencies and replacements. Such funds shall be a Common Expense of the Association and shall be deposited and invested as directed by the Board of Directors. At least seventy-five percent of such reserve funds shall be invested with one or more financial institutions the accounts of which are insured by an agency of the United States of America or, 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. Reserves for items serving only certain Lots shall be accounted for and funded solely by the Owners of the Lots served (as a Limited Common Expense ). As to each separate reserve account:

(1) Extraordinary expenditures not originally included in the annual budget, which may become necessary during the year, shall be charged first against the appropriate reserves. Except for expenses for normal Upkeep shown in the annual operating budget, all expenses for repair and replacement of physical assets maintained by the Association shall be charged first against the appropriate reserves. Unless otherwise determined by the Board of Directors, the amount held as reserves shall not substantially exceed the amount reasonably required to assure the Association's ability to replace components as they reach the end of their useful lives.

(2) If regular annual Upkeep extends the useful life of components so that reserves are excessive, the reserves shall be adjusted by reallocation to other budget items or by distribution to each Owner (including the Declarant) in proportion to the percentage (if any) of Assessments paid by such Owner.

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(3) If the reserves are inadequate to meet actual expenditures for any reason (including non-payment of any Owner's Assessment) then the Board of Directors shall, in accordance with Subsection 6.2(b), levy an Additional Assessment against the Lots, unless the Declarant is then obligated to pay such amounts pursuant to Subsection 6.3(b).

(f) Surplus and Deficit .

(1) Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board of Directors: (i) be placed in reserve accounts; (ii) be placed in a special account to be expended solely for the general welfare of the Owners; (iii) be credited to the next periodic installments due from Owners under the current fiscal year's budget, until exhausted, or (iv) be distributed to each Owner (including the Declarant) in proportion to the percentage (if any) of Assessments paid by such Owner.

(2) Unless the surplus from preceding years is applied against the deficit or the budget for the succeeding fiscal year is adjusted to amortize the deficit, any net shortage in expenses (including reserves) shall be assessed promptly against the Owners as an Additional Assessment in accordance with Subsection 6.2(b), except to the extent the Declarant is obligated to pay such amounts pursuant to Subsection 6.3(b).

(g) Lots Added During the Fiscal Year. Notwithstanding any other provision of this Article, whenever any Additional Land is added, the Assessment against each Lot being added (other than unoccupied Lots which are owned by the Declarant or a Builder and exempt from Assessment in accordance with Section 6.3) shall be calculated in the same manner and be due in the same number of installments as the assessment for the remainder of the fiscal year against Lots already a part of the Property. In addition, the Owner of the Lot being added shall pay a prorated portion of any amount payable for the period between the date the Lot becomes subject to assessment pursuant to Section 6.2(a)(1) and the due date of the next installment. Such proration of the Assessment due for any Lot added shall be based upon the total Assessment due and a 365-day fiscal year. Payment of the prorated portion will be due no later than the due date of the first installment to be paid by the Owner of any Lot added. The Board of Directors may revise the budget to reflect the addition of such Lots.

(h) Subassociation Assessments. In addition to, and not in lieu of, any assessment levied by the Association pursuant to the Association Documents, each Subassociation shall assess each Lot within the Neighborhood of such Subassociation for maintenance, management and Upkeep of Common Areas, Private Streets, Alleys and Roadways, gates, sidewalks and parking areas, if any, located within the area of such Subassociation, and which are designated as the responsibility of the Subassociation in the Supplementary Declaration for such Neighborhood.

Section 6.3. Declarant's Deficit Funding Obligations; Assessments Against Lots Owned by Builders; Exemptions.

(a) Assessments for Builders. Lots owned by Builders shall (except for Lots used for model homes) not be subject to Assessment until the earlier of: (i) conveyance to an Owner other than the Declarant or a Builder; (ii) initial occupancy, or (iii) two years after submission of such



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Lot to the Declaration, at which time such Lot shall be assessed at twenty-five percent of the amount assessed for Common Expenses or Limited Common Expenses if such Lot is still unoccupied and owned by a Builder. At the sole discretion of the Declarant, the above amount may be increased each fiscal year after the first fiscal year by up to the lesser of: (i) ten percent; or (ii) the percentage increase in the CPI.

(b) Declarant's Deficit-funding Obligation. The Declarant or any Builder, as applicable, must provide all necessary Upkeep for each unoccupied Lot owned by the Declarant or any Builder, respectively. In addition, during the Declarant Control Period, the Declarant must fund all operating budget deficits of the Association and/or the Subassociations (the amount by which the operating expenses exceed the total budgeted income), including reasonable reserves (based on expected useful life of the Common Area improvements), as determined by the Board of Directors. The Declarant's deficit funding obligation hereunder may be satisfied with in-kind payments of services or materials. The Declarant's obligation under this section does not include any expenses that the Association is unable to meet because of nonpayment of any Owner's Assessment or because of unusual or extraordinary expenses not included in the budget. The net deficit to be paid by the Declarant shall be cumulative over the period the Declarant or Builder owns Lots exempt from full assessment, regardless of the timing of payments or cash flow of the Association. The Declarant's obligation under this section shall not exceed the amount the Declarant would have been obligated to pay if all Lots owned by the Declarant or a Builder were assessed in accordance with Subsection 6.2(a) less any Assessments actually paid pursuant to Section 6.3(a) with respect to such Lots.

(c) Exemptions. The Common Area, common area within a Subassociation and any properties dedicated to a public authority or exempt from taxation by a public authority (provided such properties exempt from public authority taxation are not devoted to dwelling use) shall be exempt from Assessment and the lien created hereby. Notwithstanding any other provision of this Declaration, Lots owned by a Builder which have never been occupied shall be exempt from full Assessment for Common Expenses and the lien created hereby for so long as reduced Assessment levied pursuant to Subsection 6.3(a) is paid. Notwithstanding any other provision of this Declaration, Lots owned by the Declarant shall be exempt from Assessment for Common Expenses and the lien created hereby. The exemption from paying Assessments shall not apply to Lots used for model home purposes.

Section 6.4. Liability for Common Expenses.

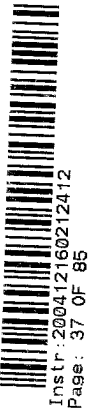
(a) Declarant and Owner Liability. Subject to Section 6.3, each Owner of a Lot by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association all Annual Assessments and Additional Assissments for Common Expenses, including Limited Common Expenses , and other charges assessed by the Board of Directors pursuant to the provisions of this Declaration, together with interest, costs and reasonable attorneys fees. Each Owner shall be personally liable for all Assessments, together with interest, costs and reasonable attorneys fees, against such Owner's Lot. No Owner may be exempted from liability for the Assessment for Common Expenses by reason of waiver of the use or enjoyment of any of the Common Area or by abandonment of the Lot. No Owner shall be liable for the payment of any part of the Common Expenses assessed against the Lot subsequent to the date of recordation of a conveyance by such

Owner in fee of such Lot. Prior to or at the time of any such conveyance, all liens, unpaid charges and Assessments shall be paid in full and discharged. The purchaser of a Lot shall be jointly and severally liable with the selling Owner for all unpaid Assessments against the latter for: (i) the amount shown on the Statement of Common Expenses; (ii) if no Statement of Common Expenses is obtained, the amount shown on the assessment or judgment lien against the Lot filed in the Land Records; or (iii) if no Statement of the Common Expenses is obtained and no assessment or judgment lien has been filed, the amount owed not to exceed six monthly installments of the Annual Assessment for Common Expenses, including Limited Common Expenses, in any case without prejudice to the purchaser's right to recover from the selling Owner amounts paid by the purchaser therefor. The Lot also shall remain subject to a lien for the amount owed to the Association in accordance with this section until such amount has been paid. Any such purchaser may rely on a Statement of Common Expenses obtained pursuant to Section 6.6.

(b) Mortgagee Liability. Each holder of a Mortgage who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid Assessments or charges against such Lot which accrue prior to the time such Mortgagee or purchaser comes into possession thereof, except as provided below and for claims for a pro rata share of such Assessments or charges resulting from a pro rata reallocation of such Assessments or charges to all Lots including the mortgaged Lot assessed after the Mortgagee or purchaser takes possession. The lien created by Section 12.2 shall cease to exist with respect to Assessments and charges levied prior to the time title is transferred by foreclosure or by deed or assignment in lieu thereof, provided, however, that if the proceeds of a foreclosure exceed the total amount due to the holder of the Mortgage, the excess shall first be paid to the Association and applied to the satisfaction of the Association's lien created by Section 12.2.

Section 6.5. Collection of Assessments. Any Assessment, or installment thereof, not paid within ten days after the due date shall be delinquent and shall accrue a late charge in the amount of Twenty-Five Dollars (\$25.00) for a Lot, or such other amount as may be established from time to time by the Board of Directors. The Board of Directors, or the managing agent at the request of the Board, shall take prompt action to collect any Assessments for Common Expenses due from any Owner that remain unpaid for more than thirty days after the due date for payment thereof. The late charge is in addition to the Association's other enforcement powers pursuant to Article 12.

Section 6.6. Statement of Common Expenses. The Board of Directors or managing agent shall provide any member, Owner, contract purchaser or holder of a Mortgage, within fourteen days after a written request therefor (or within such other time period as may be required by law), with a written statement of all unpaid Assessments for Common Expenses due with respect to a specific Lot (or a statement that the amount of unpaid Assessments is zero) ("Statement of Common Expenses") as part of the "Association Disclosure Packet" substantially in the form attached as Exhibit A to the Bylaws or otherwise. No contract purchaser, holder of a Mortgage or purchaser from the holder of a Mortgage requesting such a statement shall be liable for, nor shall the Lot conveyed to such Person relying on such statement be subject to a lien for, any unpaid Assessments due prior to the date of such statement in excess of the amount set forth on such statement; provided, however, that this section shall not be interpreted to release any Person



from personal liability for such Assessments levied while such Person owned the Lot. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

## ARTICLE 7

### OPERATION OF THE PROPERTY

#### Section 7. 1. Upkeep by the Association.

(a) General. The Association shall be responsible for the management and Upkeep of all of the Common Area and Common Easement Areas, including Recreational Facilities, Limited Common Area and Reserved Common Area, such Upkeep to include without limitation: (i) Upkeep of all open areas, including grass cutting, trash collection, landscaping and lawn maintenance; (ii) Upkeep of the Private Streets, Alleys and Roadways, gates, sidewalks, Trails and parking areas, including snow and ice removal and repair and replacement; (iii) Upkeep and operation of all Recreational Facilities located on the Common Area, if any; and (iv) Upkeep of all other improvements located on the Common Area. The cost of the management and Upkeep of the Common Area shall be charged to the Owners as a Common Expense or Limited Common Expense, , depending on the nature of the service provided. Provided, however, each Subassociation shall be responsible for the maintenance, management and upkeep of Common Area, Private Streets, Alleys and Roadways, gates, sidewalks and parking areas, if any, designated on the appropriate record plat for such Subassociation area. Notwithstanding the foregoing, Upkeep of lead sidewalks, driveway aprons and utility laterals shall be provided by the Owner of the Lot served or, if so determined by the Board of Directors, by the Association at such Owner's expense. The Association shall not have any other responsibility for the Upkeep of any Lot except for those responsibilities and duties specifically enumerated within the Association Documents for Common Easement Areas, Lots pursuant to Subsection 7. 1 (f) or other areas described in the subdivision documents for the Property or separate easement agreements. Notwithstanding the general provisions for Upkeep of Common Area set forth in this section, other specific Upkeep responsibilities and allocations of Upkeep costs shall be determined by any provisions therefor indicated in a Supplementary Declaration, subjecting such Common Area to the Declaration. If the Board of Directors determines that certain Upkeep was necessitated by the negligence, misuse or misconduct of an Owner or for which an Owner is responsible pursuant to Section 12. 1, the cost of such Upkeep shall be assessed against such Owner's Lot pursuant to Subsections 6.2(c) and 12. 1 (a). Further, the Board may determine that all or a part of the Upkeep of any portion of the Common Area designated as Reserved Common Area shall be performed by the Person having the exclusive right to use the same. The Board of Directors shall establish the standard for Upkeep of the Common Area and Common Easement Areas in its sole discretion.

(b) Storm Water Management. The Upkeep of any storm water management facilities and easements on the Property not maintained by Prince William County shall be performed by the Association and shall be a Common Expense; provided, however, that the Upkeep obligations identified in this subsection shall cease and terminate at such time as the County, through a department of public works or some similar agency, elects to maintain the storm drainage and management facilities contained within the easements, or elects to maintain all such

easements within the watershed where the easement is located. If responsibility for the storm drainage and management facilities is assumed by the County, the Association may, but is not obligated to provide additional Upkeep to the extent not provided by the County. The Owner of any Lot on which there is located an easement for storm water drainage, management or control shall be responsible for the following items of maintenance, where applicable, grass mowing with reasonable frequency and the removal of debris and other matter to the best of Owner's ability where such debris or matter has impeded or threatens to impede the free flow of storm water through drainage structures. Such Owner's responsibility shall include notification of the Association of: (i) any defects in any fencing, if any, surrounding or within the easement; (ii) any debris or other matter which is beyond such Owner's ability to remove; and (iii) any excessive erosion within the area of the easement. The Declarant and the Association shall have easements pursuant to Sections 3.1, 3.2 and 3.3 to enter upon any Lot to the extent necessary for Upkeep of such facilities.

(c) Entrance Features, Signs and Rights-of-Way. The Board of Directors may determine to provide for Upkeep of the center islands and road frontage (including public rights-of-way, but excluding pavement areas) of all public roads within, adjacent to or leading to the Property, such Upkeep to include without limitation: (i) entrance features; (ii) sidewalks, Trails and paths; (iii) project, street, traffic and directional signage and accessories, including poles; (iv) bus shelters; (v) pedestrian underpasses or overpasses; (vi) street lights and accessories, including poles; (vii) mail box pavilions; and (viii) landscaping and associated lighting and irrigation systems to the extent not maintained by the appropriate governmental authorities and to the extent permitted by the appropriate governmental authorities. The Association shall also maintain the items listed above located within the Property or within the public rights-of-way adjacent to or leading to the Property to the extent required and permitted by the appropriate governmental authorities. The cost for such maintenance and upkeep shall be charged to the Owners as a Common Expense.

(d) Other Services. To the extent determined to be reasonably necessary or desirable by the Board of Directors, the Association may provide trash collection, recycling programs, water, electricity, gas, or other utilities, cable television, telecommunications, or broadband services, transportation or similar services to the Owners as a Common Expense or a Limited Common Expense, as appropriate. The Association shall provide trash collection, recycling services and such other services to the extent required by the Proffers.

(e) Shared Maintenance. The Board of Directors may enter into shared maintenance agreements to maintain areas whether or not located within the Property to the extent such areas provide benefit to any portion of the Property. Such areas may include without limitation storm water management or drainage easements and facilities, landscaping, entrance features, signage, trails, sidewalks and areas along streets and roadways (including within public rights-of-way to the extent not maintained by the appropriate governmental authorities, excluding street pavement areas). The amounts charged the Association pursuant to such agreements shall be a Common Expense, or a Limited Common Expense, as determined by the Board of Directors.

(f) Association Lot Upkeep. Notwithstanding the provisions of Section 7.2(a), the Board of Directors shall provide for such levels of Upkeep of a defined group or category of Lots as may be provided in a Supplementary Declaration for such Lots; provided, however , that the



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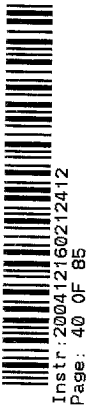
cost of such Upkeep shall be paid as a Limited Common Expense by the Owners of such group or category of Lots.

Section 7.2. Upkeep by the Owner.

(a) Individual Upkeep.

(1) Lots. Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair, free of debris and in a clean and sanitary condition, including without limitation all necessary grounds maintenance, including, but not limited to, the seeding, watering and mowing of all lawns and the pruning and cutting of all shrubbery, painting and other appropriate exterior care of all buildings and other improvements, and snow removal, in accordance with local ordinances and in a manner and with such frequency as is consistent with good property management, except within the easement areas maintained by the Association and except as may be otherwise provided in this Declaration or in a Supplementary Declaration. Each Owner shall maintain the lead sidewalk, driveway, driveway apron and utility laterals serving each Owner's Lot, even if located on Common Area. Each Owner shall also provide snow removal for any sidewalks located adjacent to such Owner's Lot. Each Owner shall perform these responsibilities in such manner as shall not unreasonably disturb or interfere with the reasonable enjoyment by the other Owners of their Lots. If any Owner shall fail to keep such Owner's Lot in as good repair and in a neat and orderly condition, consistent with such Rules and Regulations as the Board of Directors may promulgate, then the Board or appropriate Covenants Committee may, pursuant to resolution, give notice to that Owner of the condition complained of, describing generally the action to be taken to rectify that condition. If the Owner fails to take the actions described or to otherwise rectify the condition within thirty days after the date the notice is given, or such other period as may be specified in the notice if the circumstances warrant a different period, the Board of Directors or appropriate Covenants Committee shall have the right, but not the obligation, pursuant to Section 3.3 and Subsection 12.1(e) and any resolutions adopted by the Board of Directors, to rectify that condition by taking such action (or by causing such action to be taken) as was generally described in the notice, including, but not limited to, the right to enter upon such Lot to take such action. The costs incurred in rectifying the condition shall be assessed against such Owner's Lot in accordance with Subsection 6.2(c) and Section 12. 1. The Owner shall reimburse the Association within thirty days after delivery of a statement for such expenses.

(2) Assignment of Insurance Proceeds. Each Owner covenants and agrees, by acquisition of title to a Lot, that if any insurance proceeds are payable by reason of any event or circumstances causing a condition rectified by the Association pursuant to this Article, those proceeds are hereby assigned to the Association to the extent not assigned to the Mortgagee in the Mortgage. Each Owner shall, promptly upon request of any Director or Officer of the Association, execute such documents as may be necessary to effect or confirm such assignment. The amount thereof received by the Association shall be credited against the costs incurred by the Association in rectifying that condition and any amount in excess of those costs shall be returned by the Association to the Owner, subject to the rights of any Mortgagee having a lien upon such Owner's Lot.





(3) Sidewalks. If the public right-of-way adjacent to any Lot is improved by a concrete sidewalk or similar structure, the Owner of such Lot must provide the Upkeep for the sidewalk adjacent to such Owner's Lot (including snow removal) to the extent not provided by the appropriate governmental authority or the Association. If the Association provides this service, the cost will be a Common Expense or Limited Common Expense, as may be determined by the Board of Directors. The Association shall cure any Owner's default in performing such Upkeep (after notice and opportunity to cure) at the sole expense of the defaulting Owner.

(4) Streetlights. If a carriage light or other type of lighting designed to operate automatically from dusk to dawn and to provide for street lighting is connected to the dwelling located on an Owner's Lot, such Owner shall be responsible for the daily operation and ongoing Upkeep of such light. If the Owner fails to keep such light operating, then the Association may do so at the Owner's sole expense, pursuant to Sections 3.3, 6.2(c) and 12. 1. The Board of Directors may also determine to maintain all streetlights, whether located on Lots or Common Area, as a Common Expense or as a Limited Common Expense of the Lots served.

(b) Common Area in Subassociations. Any Subassociation owning or maintaining land located within the Property shall keep the common area of the Subassociation in good order, condition and repair and in a clean and sanitary condition (in keeping with the general character of the Property) including without limitation all necessary grounds Upkeep. The Subassociation may contract with third parties, including the Association, to provide the necessary Upkeep and management services to perform its responsibilities under this section. If such Subassociation shall fail to keep the portion of the Property for which such Subassociation has Upkeep responsibility in as good repair and condition as when acquired (normal wear and tear excepted) and in a neat and orderly condition, consistent with such Rules and Regulations as the Board of Directors may promulgate, then the Board may, pursuant to resolution, give notice to that Subassociation of the condition complained of, specifying generally the action to be taken to rectify the condition. If the Subassociation fails to take the action specified by the Board or to otherwise rectify that condition within thirty days after the date the notice is given, or such other period as may be specified in the notice if the circumstances warrant a different period, the Board of Directors shall have the right pursuant to Section 3.3 and Section 12. 1 (e) and any resolutions adopted by the Board of Directors, to rectify the condition by taking such action (or by causing such action to be taken) as was specified in the notice. The costs incurred shall be charged against such Subassociation. The costs associated with such responsibility shall be assessed in accordance with Section 6.2(h) hereof.

Section 7.3. Manner of Repair and Replacement. All repairs and replacements by the Association or the Owners shall be substantially similar to the original construction and installation and shall be of first-class quality, but may be made with contemporary materials. The method of approving payment vouchers for all repairs and replacements made by the Association shall be determined by the Board of Directors.

Section 7.4. Additions, Alterations or Improvements by the Board of Directors.

(a) Action of the Board. Whenever in the judgment of the Board of Directors the Common Area shall require capital additions, alterations or improvements (other than for

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Upkeep) costing in excess of ten percent in the aggregate of the total Annual Assessment for Common Expenses for that fiscal year during any period of twelve consecutive months, the making of such additions, alterations or improvements requires a Majority Vote of the Owners, and the Board of Directors shall pay the cost from existing funds or assess all Owners benefited for the cost thereof as a Common Expense or Limited Common Expense , depending on the nature of the improvement. Any capital additions, alterations or improvements (other than for Upkeep) costing in the aggregate ten percent or less of the total annual assessment for Common Expenses for that fiscal year during any period of twelve consecutive months may be made by the Board of Directors without approval of the Owners and the cost thereof shall constitute a Common Expense or a Limited Common Expense , depending on the nature of the improvements.

(b) Permit . Each Owner shall cooperate with the Association in obtaining any governmental approvals or permits as may be necessary for the Association to alter, improve, reconstruct or repair all or any portion of the Common Area or Common Easement Areas which may be located adjacent to or on such Owner's Lot, either as approved above or as required for Upkeep. If requested by the Board of Directors, each Owner shall name or appoint the Association as agent for such Owner to apply for and secure such approvals or permits with respect to such Common Area in the Association's name.

(c) Liens . Within thirty days after the filing thereof, each Owner shall, either by payment of bond or otherwise, cause any mechanic's, materialmen's or other lien affecting any portion of the Common Easement Areas located within such Owner's Lot and arising by reason of any work or materials ordered by the Owner or any action taken by the Owner to be discharged of record. To the extent the Association performs work on a Lot, the Association shall indemnify the Owner of such Lot against all materialmen's or mechanic's liens resulting from such work.

Section 7.5. Additions, Alterations or Improvements by the Owners. Any addition, alteration or improvement by an Owner shall be subject to the provisions of Article 9.

Section 7.6. Parking and Private Street Access Transportation Services.

(a) Right to Use Parking Areas and Private Streets. Each of the parking spaces located on the Common Area (other than as limited by designation as Limited Common Area or Reserved Common Area), if any, shall be available for the use of the Owners and such Owners' tenants and such Owners' (or tenants') households or companies, guests, customers, employees, agents or invitees. Such use shall be subject to Subsection 7.6(b) and such reasonable Rules and Regulations regulating the same as the Board of Directors may adopt. The Association will not unreasonably interfere with the right of any Owner, such Owner's tenant or such Owner's (or tenant's) household or company, guests, customers, employees, agents or invitees to use the private streets and roadways on the Common Area for both vehicular and pedestrian ingress and egress to and from such Owner's Lot. Unless otherwise specifically designated in this Declaration or any other agreement, the parking areas and driveways on each Owner's Lot are to be used and maintained solely by such Owner and such Owner's designees.

(b) Limitation . Each of the parking spaces located on the Common Area shall be subject to designation as Reserved Common Area or Limited Common Area pursuant to the

reservations set forth in Section 3.9. Until assigned as Reserved Common Area or Limited Common Area, all parking spaces located in the Common Area shall be used by the Owners for self-service parking purposes on a "first come, first served" basis, except as the Board of Directors may otherwise determine or as may be otherwise stated with respect to Additional Land in an amendment to this Declaration adding such Additional Land. Only an Owner of a Lot containing a townhouse or other attached housing may park in the Common Area parking spaces serving the Lots containing townhouses or other attached housing; provided, however, that such Owner may park no more than two vehicles (including those vehicles parked on the Lot) on the Property without the prior written consent of the Board of Directors. The Board has the right to restrict the number of parking spaces located on the Common Area used by one Owner. If the Board of Directors assigns Common Area parking spaces, anyone assigned a handicap accessible parking may be reassigned a different parking space to accommodate the needs of a handicapped occupant.



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Section 7.7. Disclaimer of Liability.

(a) Bailee. The Board of Directors, the Association, any member, any Owner and the Declarant shall not be considered a bailee of any personal property stored or placed on the Common Area (including property located in vehicles parked on the Common Area), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

(b) Operational. The Association shall not be liable for any failure of water supply or utility service Community Systems or other services to be obtained by the Association or paid for as a Common Expense, or for personal injury or property damage caused by the elements or by any Owner, or any other Person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Property or from any pipe, drain, conduit, appliance or equipment, or any secondary or consequential damages of any type. No diminution, offset or abatement of any Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Property by the Association or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any governmental authority. This section is not intended nor shall it be construed to relieve any insurer of its contractual obligations under any policy benefiting the Association, a member or an Owner.

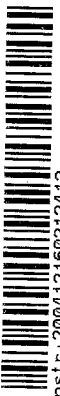
Section 7.8. Services to Owners and Subassociations.

(a) Association Service. The Association may, in the sole discretion of the Board of Directors, provide additional services to Owners (including the Declarant), and to any Subassociation on a contractual basis at the request of such Persons. The charges for such services shall be assessed against the Lot of the Owner or charged to the Subassociation. Services which may be provided to a Subassociation include, without limitation: (i) the Upkeep of any common areas owned by a Subassociation; (ii) the enforcement of any declaration creating or governing the Subassociation; (iii) the collection of assessments under the declaration for the

Subassociation on behalf of and in the name of the Subassociation; (iv) financial and physical property management services; and (v) obtaining insurance for such Subassociation.

(b) Community Systems. The Declarant shall have the right, but not the obligation, to install and provide Community Systems and to provide the services available through the Community Systems to any and all Lots within the Property. Community Systems includes, without limitation, water, electrical, gas, cable, television, telecommunication, alarm/monitoring, broadband services or any other communication services, or any similar services or utilities. Neither the Association nor any Owner (except the Declarant) shall have any interest therein, except as specifically provided otherwise in a separate written document. Any or all of such services may be provided either indirectly, through the Association and paid for as a Common Expense, or directly, by the Declarant, an affiliated entity or a third party and paid for by the recipient of the services. The Community Systems shall be the property of the Declarant (or an affiliated entity) unless transferred by the Declarant (or such affiliated entity), whereupon any proceeds of such transfer shall belong to the Declarant (or such affiliated entity). The Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other Person (including an Owner, as to any portion of a Community System located on such Owner's Lot). The Declarant's rights with respect to the Community Systems installed by the Declarant and the services provided through such Community Systems are exclusive, and no other Person may provide such services through the Community Systems installed by the Declarant without the prior written consent of the Declarant. However, the provision of the services similar to the services available through the Community Systems installed by the Declarant shall be non-exclusive and the Association may permit any third party to install and provide for similar services in the Association's sole discretion and on such non-exclusive terms and conditions as the Association may determine; provided, however, that such other community systems and services shall not affect or modify the rights of the Declarant, its affiliated entities or its successors and assigns.

(c) Association Provision of Community Systems. The Board of Directors shall have the power and authority on behalf of the Association without the joinder or approval of any member, Owner or holder of a Mortgage to enter into agreements with Community Systems service providers or to participate in the operation and ownership of Community Systems, either directly or indirectly through affiliation or participation in non-profit or for-profit entities. This authority includes the power to: (i) establish and manage Community Systems; (ii) create, own, operate, maintain, repair, update, replace and insure such Community Systems; (iii) select vendors and enter into contracts as necessary to create, construct, manage, operate, maintain and replace such Community Systems; and (iv) control access to, manner of use of Community Systems. Notwithstanding the foregoing, neither the Declarant nor the Association shall be obligated to provide such Community Systems and shall not be liable for failure to provide such services.



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## ARTICLE 8

### RESTRICTIONS ON USE OF LOTS AND COMMON AREA; RULES AND REGULATIONS

Section 8. 1. Permitted Uses. The Lots shall be used for residential purposes and for ancillary purposes allowed by this Declaration and by local zoning ordinances or regulations.

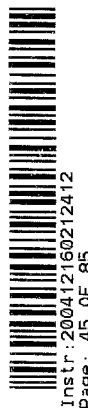
Notwithstanding the foregoing, nothing in the Association Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Area for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the settlement of sales of Lots. Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Area, to the extent permitted by law. The Declarant may assign its rights under this subsection to or share such rights with one or more other Persons, exclusively, simultaneously or consecutively with respect to the Common Area and Lots owned or leased by the Declarant or such Persons.

#### Section 8.2. Restrictions on Use

(a) No Unsafe Activities or Waste. Nothing shall be done or kept on the Property which will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses without the prior written consent of the Board of Directors; including without limitation any activities which are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Area.

(b) Compliance with Laws. No noxious, improper, offensive or unlawful use shall be made of the Property or any part thereof, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of the Owner of his respective dwelling unit, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed; provided, however, that the Association and the Board of Directors shall have the power but not the obligation to enforce such laws, ordinances and regulations, enforcement being the primary responsibility of government officials. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereto relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner, the Association, the Declarant or any Subassociation whichever shall have the obligation for the Upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be a Common Expense or Limited Common Expense , as appropriate.

(c) Harmful Discharge . There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney or grill emissions , no production, storage or discharge of hazardous wastes on the Property or



discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of the occupants of the Lots. No waste nor any substance or materials of any kind shall be discharged into any public sewer serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer.

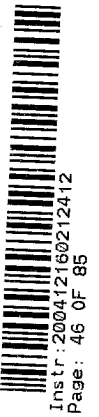
(d) Noise. No Person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any Person permit or engage in any activity, practice or behavior that results in unreasonable annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property.

(e) Obstructions. No Person shall obstruct any of the Common Area or otherwise impede the rightful access of any other Person on any portion of the Property upon which such Person has the right to be. No Person shall place or cause or permit anything to be placed on or in any portion of the Common Area without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Area except with the prior written approval of the Board of Directors.

(f) Association Property. The Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Area, if any, shall be used only for their intended purposes. Except as otherwise expressly provided in the Association Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area (except those areas, if any, designated as Limited Common Area or Reserved Common Area) without the prior written approval of the Board of Directors, and then only on a temporary basis. No Person shall engage or direct any employee of the Association on any private business of the Owner or otherwise direct, supervise or in any manner attempt to assert control over such employee during the hours such employee is employed by the Association.

(g) Mining. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Declarant during the Development Period or the Board of Directors thereafter.

(h) Signs. Except for such signs, flags and banners as may be posted by the Declarant or a Builder (with the approval of the Declarant) for promotional or marketing purposes or by the Association, no signs, flags or banners of any character shall be erected, posted or displayed in a location that does not comply with the Design Guidelines without the prior written approval of the Covenants Committee. An American flag and the flag of any one of the United States may be flown in the size, manner and place permitted by the Covenants Committee. No free-standing flagpoles are permitted, except as may be installed by the Declarant during the Development Period or the Association. Notwithstanding the foregoing, one (1) sign for each Lot may be displayed by a Lot Owner, his tenants or agents, advertising the Lot for sale or rent, with the sign no larger than eighteen inches (18") by twenty four inches (24") in size.

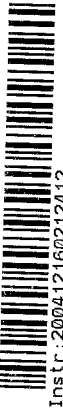


(i) Trash. Trash storage and collection shall be in accordance with the Rules and Regulations. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers shall not be permitted to remain in public view from the Common Area or another Lot except on days of trash collection. No incinerator shall be kept or maintained upon any Lot without the prior written approval of the Declarant during the Development Period or the Board of Directors thereafter.

(j) Landscaping; Utility Lines. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public or private streets. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or Upkeep of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Except for hoses and the like which are reasonably necessary in connection with construction activities or normal landscape Upkeep, no water pipe, sewer pipe, gas pipe, drainage pipe, television or telephone cable, electric line or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground, except for those existing prior to the recordation of the Declaration or with the prior written approval of the Declarant during the Development Period or the Board of Directors thereafter.

(k) Cutting Trees. Except in accordance with the Design Guidelines, no sound trees exceeding five inches in diameter measured twelve inches above the ground shall be removed from any Lot without the prior written approval of the Covenants Committee or as necessary to construct improvements based on plans previously approved by the appropriate Covenants Committee. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on approved site plans may be cut without prior approval of the Covenants Committee. Further, no live trees planted or preserved by the Declarant or a Builder to comply with applicable ordinances or other governmental requirements shall be cut without the prior written approval of the Covenants Committee and the applicable governmental authorities. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

(l) Antennas. Exterior antennas, satellite dishes greater than one meter (39 inches) in diameter, or amateur radio equipment generally will not be allowed upon the Property; provided, however, that: (i) an Owner may install such an antenna permitted by the Association's antenna rules upon prior written notice to the Board of Directors; (ii) the Board of Directors or the Declarant may approve other antennas in the appropriate circumstances; and (iii) the Board of Directors may establish additional or different guidelines for antennas as technology changes. Therefore, equipment that may have been unacceptable with the old technology, may become acceptable as technology changes. In addition, equipment that may have been acceptable under old technology may be prohibited as technology changes. In which case, previously approved and installed equipment may remain, but future requests for outdated equipment could be denied and replacement equipment would have to meet the most current Design Guidelines. Notwithstanding



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the foregoing, the Board of Directors may install and maintain antennas, satellite dishes and similar equipment on the Common Area to serve the Property. Satellite dishes one meter or less in diameter may be installed on a Lot without prior approval, provided it is located within the rear yard of the Lot or attached to the rear of the principal building on such lot; provided, however, that the Lot Owner may locate such satellite dish in another location on the Lot if locating in the rear yard or on the rear of the principal structure would result in unreasonable delay, unreasonable expense or preclude reception of an acceptable quality signal.

(m) Fences. Except for any fence installed by the Declarant or a Builder or by the Association, no fence shall be installed except with the written approval of the appropriate Covenants Committee. No chain link fence shall be permitted on the Property without the prior written approval of the Board of Directors or the Declarant; provided, however, that the Declarant or its designees may erect a chain link fence for the temporary storage of building materials for the protection of building sites or ground storm water management ponds or for other construction or safety purposes.

(n) Vehicles. Except in connection with construction activities, no commercial vehicles (vehicles on which commercial lettering or equipment is visible or which are larger than normally used for noncommercial purposes) taxicabs or trailers, campers, recreational vehicles, boats and other large vehicles, including grounds maintenance equipment, may be parked or used on any residential portion of the Property if it is visible from the Common Area or another Lot or on any public right-of-way within or adjacent to the Property, unless expressly permitted by the Board of Directors or otherwise permitted by law, and only in such parking areas or for such time periods (if any) as may be designated for such purpose. Except as may be modified by resolution of the Board of Directors, prohibited vehicles would include, without limitation, any vehicle: (i) with a load capacity in excess of one ton, (ii) oversized (higher than eight feet, wider than eight feet or longer than eighteen feet), (iii) with commercial license plates or (iv) with commercial signage. Parking of all such vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the Covenants Committee or in areas designated by the Board of Directors, if any. The Board has no obligation to designate any such area or permit parking of such vehicles. No junk or derelict vehicle or other vehicle on which current registration plates and current county and state inspection permits are not displayed shall be kept upon any portion of the Property if it is visible from the Common Area or another Lot. Vehicle repairs and storage of vehicles are not permitted, except in accordance with the Rules and Regulations; provided, however, that washing of vehicles and noncommercial repair of vehicles is permitted on all Lots as provided in the Rules and Regulations. The Board of Directors shall have the right to tow any improperly parked vehicles, or any vehicle the keeping of which on the Property violates this Declaration, upon twenty-four (24) hours' notice posted on the vehicle. All motor vehicles, including without limitation trail bikes, motorcycles, dune buggies, golf carts and snowmobiles, shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on Trails or unpaved portions of Common Area, except such vehicles authorized by the Board of Directors for Upkeep of the Common Area.

(o) Timesharing. No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees or timesharing participants.



(p) Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Area, except that the keeping of guide animals and a reasonable number of orderly, traditional domestic pets (e.g., dogs, cats or caged birds) is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding on a Lot. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten days written notice from the Board of Directors. Pets shall not be permitted upon the Common Area unless accompanied by someone who can control the pet and unless carried or leashed. The Owner shall clean up pet droppings. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which regularly leave the Lot shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Association due to the presence of such pets.

(q) Hunting and Firearms. No hunting or trapping of any kind or discharge of any firearm or other weapon shall be permitted without the prior written approval of the Board of Directors.

(r) Watercraft. No person may use any watercraft propelled by motor on any lake, stream or other body of water within the Property without the prior written approval of the Board of Directors.

(s) Operation of Recreational Vehicles. No person may operate a motorcycle, trail bike, motor bike, golf cart or similar vehicle on a Trail; such vehicles may only be operated on the paved roadways intended for vehicular use.

(t) Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

(u) Lighting . Any exterior lighting of individual homes shall be directed downward and inward on the site to preclude glare on adjacent properties, the public and/or private rights of way, so as to preclude upward stray illumination.

(v) Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting Design Guidelines or approved by the appropriate Covenants Committee are permitted.

(w) Clothes Drying Equipment. No exterior clotheslines or other exterior clothes drying apparatus shall be permitted on any Lot, unless approved in writing by the appropriate Covenants Committee.

(x)  Pools. No swimming pool shall be erected or maintained on any Lot unless screened from view, enclosed by a fence and approved by the appropriate Covenants Committee.

(y)  Home Businesses. No Lot shall be used for any business, commercial, manufacturing, mercantile, storage, sales or other similar purposes; provided, however, that an Owner may maintain an office or home business in the dwelling on such Owner's Lot if: (i) such office or home business is operated by the Owner or a member of the Owner's household residing on the Lot; (ii) there are no displays or signs indicating that the Lot is being used other than as a residence except with the prior written approval of the Board of Directors; (iii) such office or business does not generate significant traffic or parking usage (as determined by the Board of Directors) by clients, customers or other persons related to the business; (iv) no equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the Property outside of an approved enclosure, except with the prior written approval of the Board of Directors; (v) such Owner has obtained any required approvals for such use from the appropriate local governmental agency; (vi) the activity is consistent with the residential nature of the Property and complies with local ordinances; and (vii) the Owner has obtained prior written approval of the Board of Directors. As a condition to such use, the Board may require the Owner to pay any increase in the rate of the insurance.

(z)  Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the appropriate Covenants Committee.

(aa)  Temporary Structures and Accessory Buildings. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes line, shed or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction or marketing activities by the Declarant or a Builder (as permitted by the Declarant) except with the prior written approval of the appropriate Covenants Committee. No exterior air conditioning unit, solar panels, burglar bars or similar equipment attached to the exterior of a building may be installed or modified without the prior written approval of the Covenants Committee unless in compliance with established Design Guidelines. No basketball hoops, swings or other play equipment may be erected, placed or maintained on any Lot, except with the prior written approval of the Covenants Committee, unless in compliance with established Design Guidelines. No decorative items may be placed on the dwellings or in the yard of any Lot, without the approval of the Covenants Committee, unless in compliance with established Design Guidelines.

(bb)  Construction Activities. This section shall not be construed as forbidding any work involved in the construction or Upkeep of any portion of the Property so long as such work is undertaken and carried out: (i) with the minimum practical disturbance to Persons occupying other portions of the Property; (ii) in such a way as does not violate the rights of any Person under other provisions of this Declaration; and (iii) in accordance with all applicable restrictions in the Rules and Regulations, the resolutions of the Board of Directors and the other provisions of this Declaration. The Board of Directors may approve temporary structures for construction



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purposes which may otherwise be in violation of the Association Documents or the Rules and Regulations.

(cc) No Direct Driveway Access. No Lot shall have direct driveway access to Rollins Ford Road.

(dd) Future Elementary School Site. The portion of the Property designated as future elementary school site on the Development Plan shall be utilized only for a public elementary school.

Section 8.3. Rules and Regulations. The Board of Directors shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or of any portion thereof, which may supplement, but may not be inconsistent with the provisions of the Association Documents. For the purposes of interpretation and enforcement of the Rules and Regulations, the term Property shall be deemed to include the land immediately adjacent to the Property within the public rights-of-ways or otherwise to the extent an Owner's or occupant's actions affect the appearance of or value of the Property. Any Rules and Regulations adopted or amended after conveyance of a Lot to an Owner other than the Declarant or a Builder which would put any Owner or Lot in violation of the Rules and Regulations may only be amended (except for corrections or minor wording changes) by a two thirds vote of the total number of directors, following a hearing for which due notice has been provided to all Owners. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Owner. Changes to the Rules and Regulations shall be published prior to the time when the same shall become effective and copies thereof shall be provided to each Owner. The Rules and Regulations shall not unreasonably interfere with the use or enjoyment of the Lots or Common Areas. Also, the Board of Directors may issue temporary or permanent exceptions or variances to any prohibitions expressed or implied by this Article, for good cause shown. The Board of Directors shall also review and approve the rules and regulations proposed by any Subassociation; provided, however, that any rules and regulations submitted to the Board shall be deemed approved if not disapproved within ten days after the first meeting of the Board after such rules and regulations are submitted. The Property shall be occupied and used in compliance with the Rules and Regulations, as well as the rules and regulations established by any Subassociation; provided, however, that any rules and regulations adopted by such Subassociation which are inconsistent with the Association Documents or the Rules and Regulations of the Association shall be void.

During reasonable hours, the Declarant, members of the Board of Directors, or any representative of any of them, shall have the right to enter upon and inspect any Lot for the purpose of ascertaining whether or not the provisions of the restrictions of this Article have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 8.4. Exclusions. Exclusion for the Declarant and Designees of the Declarant. Notwithstanding any other provision of the Association Documents, neither the restrictions in this Article nor the Rules and Regulations of the Association shall apply to any otherwise lawful acts or omissions of the Declarant or of any Builder approved by the Declarant during the Development Period, or to the activities of the Association, its officers, employees and agents, in

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connection with the proper maintenance, repair, replacement and improvement of the Common Areas. This exception for Builders shall be subject to such rules as may be established by the Declarant for safety or to maintain the appearance of the Property.

Section 8.5. Leasing and Resale of Lots.

(a) Leasing. No Lot shall be used or occupied for transient or hotel purposes. No Lot shall be leased for an initial period of less than six months. No portion of any dwelling (other than the entire dwelling) shall be leased for any period; provided, however, that a reasonable number of roommates is permitted. No Owner of a Lot shall lease a Lot other than on a written form of lease: (i) requiring the lessee to comply with the Association Documents; (ii) providing that failure to comply constitutes a default under the lease; and (iii) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty-five days prior written notice to the Owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Owners of Lots. Each Owner of a Lot shall, promptly following the execution of any lease of a Lot, forward a conformed copy thereof to the Board of Directors. The restriction against use or occupancy for hotel or transient purposes, shall not apply to Lots owned by the Association, by the Declarant, or by a holder of a Mortgage in possession of a Lot as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(b) Resale.

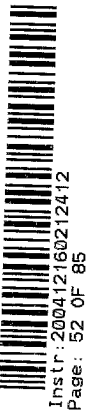
(1) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the provisions of this Declaration, as well as any applicable Supplementary Declaration. Notwithstanding failure to include a reference to this Declaration or applicable Supplementary Declaration in a deed or instrument transferring title to a Lot, the covenants, restrictions, easements, conditions, charges and liens set forth herein shall encumber the Lot as though reference thereto was set forth in such deed or instrument.

(2) Notification. The contract seller of a Lot shall notify the Board of Directors of the name of the contract purchaser and the scheduled date and place of settlement.

(3) Association Resale Disclosure. The Board of Directors shall, upon written request from a contract seller of a Lot, and upon payment of the applicable fee, furnish all required disclosures and a Statement of Common Expenses in accordance with Section 6.6.

Section 8.6. Resubdivision and Rezoning.

(a) Resubdivision. A Lot may be subdivided or altered so as to relocate the boundaries between such Lot and any adjoining Lot, only with the prior written approval of the Declarant during the Development Period, and with any required approvals by the appropriate governmental authorities. No portion of any such Lot, nor any easement or other interest therein, except easements for utilities, stormwater drainage and management, street dedications and other easements or dedications to any utility or public authority, shall be conveyed or transferred by an Owner without the approval of the Declarant during the Development Period. This section is not



intended to require the approval of the Declarant or the Board of Directors to leases, deeds of correction, deeds to resolve boundary line disputes or similar corrective instruments, or deeds granting any easement, right-of-way or license to any governmental or public entity, utility, the Association or the Declarant for any purpose. This section is not intended to apply to the relocation of boundary lines which does not increase the total number of units.

(b) Rezoning and Proffer Amendments. No Owner shall seek to rezone or amend the proffers affecting such Owner's Lot without the prior written approval of the Declarant during the Development Period, or thereafter, without the prior written approval of the Board of Directors. The Declarant reserves the right to seek to rezone or amend the zoning or proffers applicable to any portion of the Property or the Additional Land without the joinder or approval of the Association or any member or Owner, (except the Owner of the land described in the application and directly affected by the amendment) or holder of a Mortgage. Each Owner acknowledges on behalf of such Owner and such Owner's successors and assigns, that the Declarant may from time to time rezone or amend the Proffers and/or the Development Plan. To the extent the approval and consent of any other Owner is required under State or local law to apply for or obtain any rezoning or proffer condition amendment or to make any subdivision submission, then each Owner appoints the Board of Directors of the Association as its attorney in-fact to sign such application on behalf of the Owner or in the alternative, upon request each Owner agrees to sign the application or other documents required for such action; provided, however, that such joinder shall be without liability or cost to such Owner unless such liability or cost is expressly accepted by such Owner; and provided, further, that this covenant does not apply to any amendment which would materially, adversely affect an Owner's ability to use such Owner's Lot for its intended purposes or significantly increases such Owner's development costs.

## ARTICLE 9

### ARCHITECTURAL REVIEW

#### Section 9. 1. Covenants Committee Purposes and Powers.

(a) Purpose. The Board of Directors or the Declarant shall establish a Covenants Committee in order to assure that the Property shall always be maintained in a manner: (i) providing for visual harmony and soundness of repair; (ii) avoiding activities deleterious to the aesthetic or property values of the Property; and (iii) promoting the general welfare and safety of the Owners, such Owners' tenants and such Owners' (or tenants') households or companies, guests, employees, customers, agents and invitees.

(b) Powers.

(1) The Covenants Committee shall regulate the external design, signage, appearance, use and Upkeep of the Property, and no building, fence, wall, swimming pool or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved by the Covenants Committee; provided, however, and notwithstanding any provision to the contrary, the Covenants Committee shall not have the



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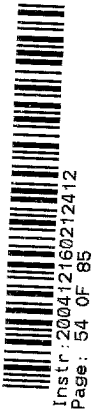
power to regulate the activities of the Declarant on the Common Area or any Lot owned by the Declarant or construction on any Lot owned by a Builder which has been approved by the Declarant and such activities and initial construction by the Declarant or by a Builder and approved by Declarant shall be exempt from regulation and/or review. Pursuant to Section 1.4 above, the Board of Directors may delegate the power to a covenants committee, board of directors or similar body of any Subassociation to review applications made by Owners of Lots subject to the jurisdiction of Subassociation, provided the Board of Directors has approved the design guidelines promulgated by such Subassociation.

(2) The Covenants Committee may from time to time establish requirements regarding the form and content of plans and specifications to be submitted for approval. The Covenants Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses or consultations required in connection with improvements or changes proposed by an Owner. Such fees shall be assessed against the Lot owned by the Owner making the application; provided, however, that the Committee shall inform the applicant Owner of the potential fees before incurring or assessing such fees and the Owner shall have the option to withdraw the application.

(3) The Covenants Committee shall have the power pursuant to Subsection 12. 1 (h) (upon petition of any Owner or upon its own motion) to impose reasonable charges upon, and issue a cease and desist request to, an Owner, such Owner's tenant and such Owner's (or tenant's) household or company, guests, customers, employees, agents, and invitees whose actions are inconsistent with the provisions of the Association Documents or the Rules and Regulations.

(4) Subject to the review of the Board of Directors, the Covenants Committee shall from time to time provide interpretations of the Association Documents pursuant to the intents, provisions and qualifications thereof when requested to do so by an Owner or the Board of Directors. The Committee may publish and record such interpretations in order to establish precedents for application of the Association Documents or the Design Guidelines or other matters relative to architectural control and protection of the aesthetic or property values of the Property.

(5) The Covenants Committee may propose changes or additions to the Design Guidelines for approval by the Board of Directors, subject to the limitations in Subsection 9.3(a). Such Design Guidelines approved by the Board of Directors are hereby incorporated by this reference and shall be enforceable as if set forth herein in full. The Covenants Committee may, at the request of the Board of Directors, also review the architectural or design guidelines proposed by the board of directors, covenants committee or similar committee of any Subassociation and shall advise the Board of Directors whether such guidelines are in keeping with the overall architectural character of the Property. The Board of Directors shall have the power to approve or disapprove such guidelines. The guidelines or rules established by any Subassociation are subordinate to the Association Documents and the Design Guidelines and are void to the extent inconsistent with the Association Documents or Design Guidelines or have not been approved by the Board of Directors.



(6) The Covenants Committee shall consist of a minimum of five (5) members, appointed by the Board of Directors or Declarant, as appropriate. A majority of the members of the Covenants Committee shall constitute a quorum. A Majority Vote of the Covenants Committee shall be required in order to take any action. The Covenants Committee shall maintain minutes of its meetings and keep a written record of all its actions and votes. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision. Notwithstanding any provision to the contrary, the Covenants Committee and the Board of Directors shall have no authority to regulate any initial construction and construction by the Declarant or approved by the Declarant.

(7) All meetings of the Covenants Committee shall be open to Members of the Association, and any vote of the Covenants Committee shall be taken at an open meeting. Nothing contained herein, however, shall prevent the Covenants Committee from meeting in closed session or executive session as may be permitted by law.

(8) A copy of all minutes, rules, regulations and policy statements of the Covenants Committee shall be filed with the records of the Association and shall be maintained by the Association as a permanent public record. The Association shall make copies thereof available to any interested Member at a reasonable cost or shall make such minutes, rules, regulation and policy statements available to any Member for copying. Nothing contained herein, however, shall require any records of a closed or executive session to be disclosed unless required by law.

(9) The Covenants Committee shall have the right to inspect construction periodically. Any deviation from the approved drawings and specifications which materially changes the exterior appearance, quality or location of the improvement is a violation of the Association Documents. This section shall in no way affect any requirement for inspection by any governmental entity.

(c) Authority. The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in accordance with Subsections 12. 1 (h) and (i) and in the manner provided for in the Rules and Regulations adopted by the Board of Directors or by resolution of the Board of Directors. Notwithstanding the foregoing, neither the Covenants Committee nor the Board of Directors shall have authority to regulate any initial construction or new construction or alterations of existing improvements by the Declarant or by others as approved by the Declarant.

(d) Time for Response; Variances or Executions. The Covenants Committee shall act on all matters properly before it within sixty days after its receipt of a complete application in the form prescribed by the Covenants Committee; failure to do so within the stipulated time shall constitute a referral to the Board of Directors at the written request of the applicant. Except when a request is being handled by the Covenants Committee, the Board of Directors shall be obligated to answer any written request for approval of a proposed structural addition, alteration or

improvement within forty-five days after the first Board of Directors meeting held following such referral to the Board (but not more than sixty days after the date the application was submitted to the Board), and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement; provided, however, that neither the Board of Directors nor Covenants Committee has the right or power, either by action or failure to act, to waive enforcement or grant variances or exceptions from written Design Guidelines without a specific finding that enforcement of such guidelines would impose an unfair burden on such member or Owner and stating the variance or exception and the reasons therefor in a written instrument which shall be part of the records of the Association.

(e) Standards for Enforcement. In performing its duties to accomplish its purpose as set forth in Subsection (a), the Covenants Committee shall: foster harmonious relations between Owners, occupants and third parties, encourage direct communication between disputants, balance the need for enforcement against the economic, social and community effects of such enforcement in each individual case, evaluate the materiality of any claimed breach, consider community standards and treat all Owners and occupants fairly and equally. At the request of any party, the decision of the Covenants Committee on any matter shall contain a finding as to whether the decision preserves or protects property values and/or sustains or enhances the quality of life in the community.

(f) Determination of Violations. A Covenants Committee shall establish a policy for the consideration of violations of the Association Documents, Rules and Regulations, Design Guidelines and other provisions which the Covenants Committee is empowered to enforce. Such policy shall provide whether the Covenants Committee will proactively seek out certain violations or reactively respond to complaints filed by the Owners and occupants. The Covenants Committee shall direct the management company as to the specific extent of management's enforcement duties (in accordance with the management agreement).

(g) Conduct of Business. Neither a Covenants Committee nor the Board of Directors shall exercise its powers and authority to interfere with the development of the Property in accordance with the Development Plan.

(h) Specific Exclusions. Amendments to this Declaration adding Additional Land may exclude certain types of improvements or alterations from Covenants Committee review to the extent such improvements or alterations are not Visible from Neighboring Property.

#### Section 9.2. Architectural Review During the Development Period.

(a) Initial Construction. The Declarant shall have the right to adopt all initial Design Guidelines for the Property during the Development Period and review and approve or disapprove the plans for the initial construction of any structure to be located on the Property, including without limitation the site development plan, architectural design, architectural materials, landscaping plans, minimum square footage, non-structural improvements and general appearance in order to ensure the quality and compatibility of style of all the improvements to be located on the Property. Such Design Guidelines for initial construction, as the same may be amended by the Declarant during the Development Period from time to time, are hereby incorporated herein by this reference and shall be enforceable as if set forth herein in full. The



Declarant may establish its own applications and procedures and may charge a fee for its review. Decisions of the Declarant are not appealable to the Board of Directors. The Declarant has the right or power to waive enforcement or grant variances or exceptions from written Design Guidelines in a written instrument stating the variance which shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, all development conforming to such variance or exception shall be deemed to comply. All costs and expenses of the Declarant relating to this review not covered by application fees shall be deemed a Common Expense. If initial construction on the Property occurs after the Development Period, then such construction will be reviewed by the Covenants Committee.

(b) Modifications and Rules Enforcement. Review of the plans for any additions, alterations or modifications to the exterior of existing improvements located on the Property and possible violations of the Association Documents and Rules and Regulations by an Owner, shall be conducted by the Covenants Committee in accordance with Sections 9.1. .

Section 9.3. Compensation of the Covenants Committee. One or more members of a Covenants Committee other than an Owner or a occupant of the Property may be compensated by the Association for their service on the Committee (including designees of the Declarant) and for their technical or professional expertise as may be determined by the Board of Directors.

Section 9.4 Additions, Alterations and Improvements Requiring Approval.

(a) Approval Required

(1) No Person shall make any addition, alteration, improvement or change of grade in or to any Lot (other than for normal Upkeep or natural landscaping and not including areas within a building or dwelling visible from the exterior only because of the transparency of glass doors, walls or windows) which is Visible from Neighboring Property, without the prior written consent of the Covenants Committee. No Person shall make any addition, alteration or improvement to any common area of a Subassociation located within the Property (other than for normal Upkeep or natural landscaping and not including areas within a building or dwelling visible from the exterior only because of the transparency of glass doors, walls or windows) which is Visible from Neighboring Property, without the written consent of the Covenants Committee. No Person shall paint, affix a sign not permitted by the Rules and Regulations to or alter the exterior of any improvement, including the doors and windows, if such exterior is Visible from Neighboring Property, without the prior written consent of the Covenants Committee. Approval by the Declarant, the Board of Directors or the Covenants Committee shall not relieve an Owner or Subassociation from any obligation to obtain required governmental approvals and permits. Upon request, the Owner or member shall deliver all approvals and permits required by law to the Declarant, the Covenants Committee or Board of Directors, as appropriate, prior to the commencement of the construction requiring such approval or permit. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires signature by the Association, and provided consent has been given by the Declarant, the Board of Directors or the Covenants Committee, then the application shall be signed on behalf of the Association by an Officer only, without incurring any liability on the part of the Officer, the Board of Directors, the

Association, the Covenants Committee members, the Declarant or any of them to any contractor, subcontractor or material man on account of such addition, alteration or improvement, or to any Person having a claim for personal injury or property damage arising therefrom. Any addition, alteration or improvement upon any Lot in violation of the Association Documents shall be removed or altered to conform to the Association Documents (including the Design Guidelines) within thirty days after notice from the Board of Directors or the Covenants Committee of the violation.

(2) With respect to Lots which are also subject to the jurisdiction of a Subassociation, the Board of Directors may determine to have the covenants committee, board of directors or similar body of such Subassociation review applications for architectural review on behalf of the Covenants Committee, provided that the Subassociation design or architectural guidelines shall have been approved by the Association. Owners of such Lots must comply with the Design Guidelines and the Rules and Regulations for the Property, as well as any guidelines or rules and regulations established by the Subassociation with jurisdiction over such Lot and as approved by the Association.

(3) During the Development Period, the provisions of this section shall not apply to Lots owned by the Declarant or to new construction or alteration of existing improvements on any Lot if such construction or alteration has been approved by the Declarant. The Declarant or an Owner, if approved by the Declarant, shall have the right to construct improvements, make alterations or subdivisions without the approval of the Board of Directors or the Covenants Committee and an authorized Officer shall sign any application required therefor.

(4) The provisions of this section shall not apply to a holder of a Mortgage (in possession of a Lot as a result of foreclosure, judicial sale or proceeding in lieu of foreclosure) affixing a sign or taking any other actions that may be necessary to sell or lease all or any portion of the Lot, if such actions are in accordance with applicable zoning and not detrimental to the value of the Property.

(b) Limitations.

(1) Any Person obtaining approval of the Covenants Committee, the Board of Directors or the Declarant shall commence construction or alteration in accordance with plans and specifications approved within six months after the date of approval and shall substantially complete any construction or alteration within twelve months after the date of approval, or within such other period as specified in the approval. Notwithstanding the foregoing, the approval may provide for a different period during which to commence or complete construction. If any such Person does not commence work within six months after approval, or such other time period determined by the Committee, Board or Declarant, as applicable, then approval shall lapse.

(2) Any Person obtaining approval of the Covenants Committee shall not deviate materially from the plans and specifications approved without the prior written consent of the Committee. Such Person shall notify the Committee when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the Committee to disapprove such plans and specifications, or any elements or features

thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other Person.

(c) Certificate of Compliance. Upon the completion of any construction or alterations in accordance with plans and specifications approved in accordance with this Article, the Covenants Committee or the Board of Directors shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction or alteration referenced in such certificate has been approved in accordance with this Article and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Association Documents as may be applicable. The certificate shall not be used and may not be relied upon for any other purpose, and shall not constitute a representation either as to the accuracy or sufficiency of the plans and specifications reviewed by the committee or the quality or soundness of the construction, alterations or improvements or as a substitute for governmental approvals or permits. The Association may impose a reasonable charge to cover the costs of inspection and preparation of such a certificate.

(d) Improvements During Development Period. If construction is reviewed by the Declarant, all references to the Covenants Committee shall be deemed to mean the Declarant, and such construction shall be subject only to such limitations as determined by the Declarant.

## ARTICLE 10

### INSURANCE

#### Section 10. 1. Authority to Purchase; Notice.

(a) The Board of Directors shall have the power and responsibility on behalf of the Association to: (i) purchase insurance policies relating to the Common Area, (ii) adjust all claims arising under such policies and (iii) execute and deliver releases upon payment of claims. The cost of all insurance policies purchased by the Board relating to the Common Area shall be a Common Expense or Limited Common Expense, as appropriate. The Board of Directors, the managing agent and the Declarant shall not be liable for failure to obtain any coverages required by this Article or for any loss or damage resulting from such failure: (i) if such failure is due to the unavailability of such coverages from reputable insurance companies; (ii) if such coverages are so available only at demonstrably unreasonable cost; or (iii) if the Association's insurance professionals advise that the coverages required by paragraph (2) of Subsection 10.2(b) are unnecessary. Exclusive authority to negotiate losses under policies purchased by or on behalf of the Association shall be vested in the Board of Directors or with its authorized representative. The Board of Directors shall promptly notify the members, Owners, and Mortgagees of material adverse modifications, lapses or termination of, insurance coverages obtained on behalf of the Association.

(b) Each such policy shall provide that:

(1) The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the managing agent, any member or Owner

and their respective households or companies, guests, customers, employees, tenants, agents and invitees;

(2) Such policy shall not be canceled, invalidated or suspended due to the conduct of any member or any Owner, or such Owner's tenant or such Owner's (or tenant's) household or company, guests, customers, employees, agents and invitees, or of any member, Officer or employee of the Board of Directors or the managing agent without a prior demand in writing that the Board or the managing agent cure the defect and neither shall have so cured such defect within thirty days after such demand; and

(3) Such policy may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty days prior written notice to the Board of Directors and the managing agent.

(c) All policies of insurance shall be written by reputable companies licensed or qualified to do business in Virginia and holding a rating of "A+AA" or better in the current edition of Best's Insurance Guide.

(d) The deductible or retained limit (if any) on any insurance policy purchased by the Board of Directors shall be a Common Expense (or a Limited Common Expense or a Recreational Facility Expense, as appropriate); provided, however, that the Association may, pursuant to Subsections 6.2(c) and 12. 1 (a), assess any deductible amount necessitated by the misuse or neglect of an Owner, or such Owner's tenant or such Owner's (or tenant's) household or company, guests, customers, employees, agents or invitees against the Lot owned by such Owner.

(e) The Declarant, so long as the Declarant shall own any Lot, shall be protected by all such policies as an Owner.

#### Section 10.2. Physical Damage Insurance.

(a) The Board of Directors shall obtain and maintain a "Special Form" policy of insurance including without limitation fire damage, vandalism, malicious mischief, sprinkler leakage (if applicable), cost of demolition, debris removal, and water damage coverage, insuring any improvements located on the Common Area or Common Easement Areas, if any, (including without limitation any floor coverings, fixtures and appliances), together with all air conditioning and heating equipment and other service machinery contained therein and covering the interests of the Association, in an amount equal to one hundred percent of the then current full insurable replacement cost (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined periodically by the Board with the assistance of the insurance company affording such coverage). The Board of Directors shall also obtain and maintain appropriate coverage on all personal property and real estate other than the Common Area owned by the Association.

(b) Each such policy shall also provide:

(1) a waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made not to do so;



(2) the following endorsements (or equivalent): A) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any member, Owner or occupant or their agents when such act or neglect is not within the control of the insured or the Owners or the members collectively, nor by any failure of the insured, any members or the Owners collectively, to comply with any warranty or condition with regard to any portion of the Property over which the insured, the members or the Owners collectively have no control; B) "cost of demolition"; C) "contingent liability from operation of building laws or codes"; D) "increased cost of construction" or "inflation guard"; E) "replacement cost" or "guaranteed replacement cost"; and F) "agreed amount" or "elimination of co-insurance" clause;

(3) that any "no other insurance" clause expressly exclude individual members' and Owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual members' or Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual members or Owners or Mortgagees, unless otherwise required by law;

(4) such deductibles as to loss, but not coinsurance features, as the Board of Directors in its sole discretion deems prudent and economical; and

(5) to the extent a policy covers a dwelling located on any Lot, the standard mortgagee clause.

(c) Certificates of physical damage insurance signed by an agent of the insurer, all renewals thereof, and any sub-policies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any Mortgagee requesting the same, at least ten days prior to expiration of the then current policy.

(d) All Mortgagees shall be notified promptly of any event giving rise to a claim under such policy arising from damage to improvements located on the Common Area in excess of ten percent of the annual budget for Common Expenses. The Mortgagee of any Lot insured by the Association shall be notified promptly of any event giving rise to a claim under such policy arising from damage to improvements located on such Lot.

Section 10.3. Liability Insurance. The Board of Directors shall obtain and maintain commercial general liability insurance (including without limitation libel, slander, false arrest and invasion of privacy coverage) in such limits as the Board may from time to time determine, insuring the Association, each director, the managing agent, the members, Owners and the employees of the Association against any liability to the public or to any member or any Owner or such Owner's tenants and such Owner's (or tenant's) household or company, or guests, customers, employees, agents and invitees arising out of, or incident to the ownership or care, custody, control and use of the Common Area or Common Easement Areas or legal liability arising out of employment contracts of the Association. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross-liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action

against another named insured; (ii) hired and non-owned vehicle coverage; (iii) host liquor liability coverage with respect to events sponsored by the Association; (iv) deletion of the normal products exclusion with respect to events sponsored by the Association; and (v) a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to a member or an Owner because of negligent acts of the Association or of another member or Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained in an amount not less than two million dollars.

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Section 10.4. Other Insurance. The Board of Directors shall also obtain and maintain:

(a) adequate fidelity coverage to protect against dishonest acts on the part of directors, Officers, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association, including the managing agent and volunteers. If the Association has delegated some or all of the responsibility for handling funds to a managing agent, such managing agent shall be covered by its own fidelity insurance. Such fidelity insurance (except for fidelity insurance obtained by the managing agent for its own personnel) shall: (i) name the Association as an obligee; (ii) be written in an amount not less than one-fourth the total annual assessment for Common Expenses or the amount required by the Mortgagees, FNMA or FHLMC, whichever is greatest; and (iii) contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of "employee" or similar expression;

(b) if required by a majority of the Mortgagees or governmental regulations, flood insurance in accordance with the then applicable regulations for such coverage;

(c) workers' compensation insurance if and to the extent necessary to meet the requirements of law (including a voluntary employees endorsement and an "all states" endorsement);

(d) if applicable, pressure, mechanical and electrical equipment including air conditioning equipment coverage on a comprehensive form in an amount not less than fifty thousand dollars per accident per location;

(e) directors and officers liability insurance in an amount not less than one million dollars, such insurance to include a "legal expense indemnity endorsement" or its equivalent, affording protection for the Officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which such Officer or Director shall have been made a party by reason of his/her services as such; and

(f) such other insurance: (i) as the Board of Directors may determine; or (ii) as may be required with respect to the Additional Land by the applicable Supplementary Declaration or (iii) as may be requested from time to time by a Majority Vote of the members.

Section 10.5. Insurance on Lots.

(a) Optional Insurance. Each member or Owner shall have the right to obtain insurance for such member's or Owner's benefit, at such member's or Owner's expense, covering the improvements located on such Owner's Lot or the land owned or maintained by such member and such member's or Owner's personal liability. No member or Owner shall acquire or maintain insurance coverage on the Common Area or Common Easement Areas insured by the Association so as to: (i) decrease the amount which the Board of Directors may realize under any insurance policy maintained by the Board; or (ii) cause any insurance coverage maintained by the Board to be brought into contribution with insurance coverage obtained by a member or an Owner; or (iii) in violation of any declaration of covenants encumbering such Owner's Lot. No member or Owner shall obtain separate insurance policies on the Common Area owned in fee simple by the Association.

(b) Required Coverage.

(1) Due to the shared walls between the improvements located on some of the Lots, each Owner of a Lot containing an attached structure shall obtain a "special form" policy of fire insurance with extended coverage in an amount equal to one hundred percent of the then current insurable replacement cost of any improvements located on such Owner's Lot. If the Board of Directors so requests, the Owner of such a Lot shall provide a certificate of insurance to the Board fifteen days prior to the expiration of such insurance. Any policy obtained shall provide that it may not be canceled except upon ten days written notice to the Association. If an Owner fails to obtain the insurance coverage required by this Article, the Board of Directors may purchase such insurance coverage on such Owner's behalf and assess the Lot owned by such Owner for the cost thereof pursuant to Subsections 6.2(c) and 12. 1 (a). The Declarant, the Association and the Board of Directors shall not be held liable for the failure of any Owner to purchase insurance.

(2) Members and Owners may be required to obtain certain insurance coverages with respect to Additional Land in the Supplementary Declaration adding such Additional Land.

ARTICLE 11

RECONSTRUCTION AND REPAIR

Section 11. 1. When Reconstruction or Repair Required.

(a) Common Area. Except as otherwise provided in Section 11.4, if all or any part of any improvement located on the Common Area or the Common Easement Areas is damaged or destroyed by fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration thereof (including without limitation any floor coverings, fixtures and appliances). The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of improvements located on the Common Area or Common Easement Areas for purposes other than the repair, replacement or reconstruction of such improvements except in accordance with Section 11.4.



(b) Lots. If a building or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof or the Subassociation responsible for maintaining such building or improvement shall restore the site either: (1) by repairing or reconstructing such building or other major improvement; or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Covenants Committee permits a longer time period, such work must be: (i) in the case of a detached structure, commenced within six months after the casualty and substantially completed within twelve months after the casualty or (ii) in the case of an attached structure, commenced within three months after the casualty and substantially completed within six months after the casualty. If the building or other major improvement will look substantially the same as before the casualty and will comply with the Design Guidelines, no prior approval of the Covenants Committee shall be required.

Section 11.2. Procedure for Reconstruction and Repair of Common Area.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any portion of any improvement located on the Common Area or Common Easement Areas, the Board of Directors shall obtain reliable and detailed estimates of the cost of restoring and repairing such improvement (including without limitation any floor coverings, fixtures and appliances) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of any improvement located on the Common Area, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible.

Section 11. 3. Disbursement of Construction Funds for Common Area.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of a casualty and the sums received by the Board of Directors from the collection of Assessments against the Owners pursuant to Subsection 11.3(b) or any Owner pursuant to Subsections 6.2(c) or 12. 1 (a), shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner.

(1) If the estimated cost of reconstruction and repair is less than ten percent of the total annual Assessment for Common Expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors.

(2) If the estimated cost of reconstruction and repair is ten percent or more of the total annual Assessment for Common Expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in the jurisdiction where the Property is located and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and



materials furnished by various contractors, subcontractors, materialmen, the architect and other Persons who have rendered services or furnished materials in connection with the work stating that: (i) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested. The Board of Directors shall be entitled to rely on such certificate.

(b) Shortfalls. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds or shall be deemed a Common Expense or a Limited Common Expense, as appropriate, and an assessment therefor shall be levied subject to Section 6.2.

(c) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds. If, after payment of the costs of all reconstruction and repair, and the refund of any excess payments made by Owners pursuant to Subsection 11.3(b) in proportion to their contributions or the refund of excess payments by any Owner pursuant to Subsection 12. 1 (a), there remains any surplus fund, such fund shall be paid to the Association and shall be placed in the appropriate reserve account.

Section 11.4. When Reconstruction and Repair of Common Area Not Required. If destruction of the improvements located on the Common Area or the Common Easement Areas is insubstantial, the Board of Directors may elect not to repair such insubstantial damage. If damaged improvements are not repaired, then the Board of Directors shall remove all remnants of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Common Area and the balance of any insurance proceeds received on account of such damage shall be placed in the appropriate reserve account.

## ARTICLE 12

### COMPLIANCE AND DEFAULT

Section 12. 1. Compliance; Relief; Vicarious Liability. Each Owner and each Subassociation shall be governed by, and shall comply with, all of the terms of the Association Documents and the Rules and Regulations as they may be amended from time to time. For the purpose of determining a Class A Owner's liability under this Article, with respect to the violation of any provision of the Association Documents, the Rules and Regulations or for an act of neglect or carelessness, the acts of such Class A Owner's tenants, and such Owner's (or tenant's) household, or guests, employees, agents, or invitees shall be deemed to be acts of the Class A Owner. A default by an Owner or Subassociation shall entitle the Association, acting through its Board of Directors or through the managing agent, to the following relief:

(a) Additional Liability. Each Owner or each Subassociation, shall be liable to the Association or to any affected member or Owner for the expense of all Upkeep rendered



necessary by such Owner's act or omission or the act or omission of such Subassociation, regardless of negligence or culpability but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Association Documents or the Rules and Regulations by any Owner or Subassociation, or for which any Owner or Subassociation is deemed responsible hereunder, may be assessed against such Owner's Lot.

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(b) Costs and Attorney's Fees. In any judicial proceedings arising out of any alleged default by an Owner or a Subassociation or any suit brought by an Owner against the Association or any director or Officer, the prevailing party shall be entitled to recover the costs of such proceeding and reasonable attorneys' fees, even if the proceeding is settled prior to judgment.

(c) No Waiver of Rights. The failure of the Association, the Board of Directors or of a member or an Owner to enforce any right, provision, covenant or condition which may be granted by the Association Documents or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board or any member or Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any member or Owner pursuant to any term, provision, covenant or condition of the Association Documents 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 other privileges as may be granted to such party by the Association Documents, the Act or at law or in equity; provided, however, that compliance with the requirements of Article 19 shall be a condition precedent to judicial proceedings where such proceedings are permitted by Article 19

(d) Interest. If a default by any Owner in paying any sum assessed against such Owner's Lot or any Subassociation in paying any amount to be collected from such Subassociation continues for a period in excess of thirty days, interest at a rate not to exceed that interest rate then charged by the Internal Revenue Service on delinquent taxes (or charged by a similar agency of the Federal Government) may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid; provided, however, that if the Board of Directors does not impose interest, the Board shall set forth its reasons for not charging such interest in a written record of its decision. The imposition of interest shall not preclude collection of a late charge nor shall a late charge levied pursuant to Section 6.5 be considered interest subject to the limitations of this subsection.

(e) Abating and Enjoining Violations. The violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any provision of the Association Documents shall give the Board of Directors the right, in addition to any other rights set forth in the Association Documents or the Rules and Regulations: (i) to enter the portion of the Property (excluding any improvement) pursuant to Section 3.3, on which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting member or Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Association Documents or the Rules and Regulations, and the Board of

Directors shall not thereby be deemed guilty in any manner of trespass; (ii) to use self-help to remove or cure any violation of the Association Documents or the Rules and Regulations on the Property (including without limitation the towing of vehicles); or (iii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that (i) reasonable notice must be provided (except in emergencies) and (ii) before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted.

(f) Legal Proceedings. Failure to comply with any of the terms of the Association Documents or the Rules and Regulations shall be grounds for instituting alternative dispute resolution pursuant to Article 19, or the following legal action where permitted by Articles 12 and 19: an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all Assessments, any other relief provided for in the Association Documents and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the managing agent or, if appropriate, by any aggrieved Owner or member and shall not constitute an election of remedies.

(g) Suspension of Rights; Other Remedies. The Board of Directors or the appropriate Covenants Committee, shall have the power to suspend a member's voting rights pursuant to the Bylaws. The Board of Directors or the Covenants Committee, shall also have the power to suspend the right of an Owner, or occupant, and the right of such Person's household or company, tenants, guests, customers, employees, agents and invitees, to use the Recreational Facilities and other Common Area for a reasonable period not to exceed sixty days for any violation of any provision of any of the Association Documents or the Rules and Regulations or for any period during which any Assessment against an Owner's Lot remains unpaid; provided, however, that the Association shall not suspend the right to use the Private Streets, Alleys and Roadways located on the Common Area for both vehicular and pedestrian ingress and egress to and from such Owner's Lot and for parking or to use the Common Area for necessary, ordinary and reasonable pedestrian ingress and egress to and from such Owner's Lot, or to suspend any easement over the Common Area for utilities (storm water drainage, electricity, water, sanitary sewer, natural gas) or telecommunications (television reception, telephone service) or similar utilities and services to the Lots. Notwithstanding the foregoing, if a utility service is paid for as a Common Expense or a Limited Common Expense and an Owner does not pay the Assessment for such Common Expense or Limited Common Expense for a period of more than sixty days, then such utility service may be discontinued to such Owner until payment of the Assessment for such service is made; provided, however, that such suspension shall not endanger the health, safety or property of any Owner or occupant.

The Board or Committee may suspend voting rights and the right to use the Common Area due to non-payment of Assessments without giving the Person charged with the violation notice and an opportunity for a hearing to the extent not prohibited by the POA Act or other law. The Board or Committee may determine to take certain other actions, including without limitation towing vehicles or performing Upkeep on a Lot pursuant to Sections 3.3, 6.2 and 7.2 without providing a hearing unless a hearing is required by the POA Act or other law.

(h) Charges. The Board of Directors or the Covenants Committee shall have the power to impose charges in the case of an Owner or a Subassociation found by the Board or

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Committee to be responsible for a violation of the Association Documents or the Rules and Regulations (personally or under the provisions of the Association Documents). No such penalty shall be imposed until the Person charged with such a violation has been given notice and an opportunity for a hearing as set forth in paragraph (i) below. Charges may not exceed Ten Dollars per day for each violation of a continuing nature for Owners of Lots or Subassociations governing Lots, or such greater amounts as may be permitted by the POA Act and imposed by the Board or Committee. No charge may be imposed for failure to pay an Assessment except as otherwise provided in the Declaration. Charges are Individual Assessments and shall be collectible as such and, if against an Owner, shall also constitute a lien against a Lot in accordance with Section 12.2 to the extent permissible under the law of the jurisdiction in which the Property is located. Imposition of a charge does not preclude the liability of an Owner for reimbursement to the Association of costs incurred by the Association.

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(i) Due Process. The Board of Directors or the Covenants Committee may deliberate privately, but shall either announce its decision in the presence of the respondent or give the respondent notice thereof. A decision adverse to the respondent shall require a two-thirds vote of the entire membership of the Board or Committee. The Board or appropriate Covenants Committee, before imposing any charge or before taking any action affecting one or more specific Owners, or Subassociations, shall afford such Owners or Subassociations the following basic due process rights.

(1) Notice. The respondent shall be afforded prior written notice of any action (except when an emergency requires immediate action) and, if notice is of default or violation, an opportunity to cure which is reasonable under the circumstances, prior to the imposition of any sanction. The notice shall also state that the respondent is entitled to a hearing, if a hearing is required pursuant to Subsections 12. 1 (g) and 12. 1 (h). Notice of any violation or any hearing shall be sent by registered or certified United States mail, return receipt requested (or by any other manner permitted by the POA Act), to the Owner at such Owner's address of record with the Association at least fourteen days prior to such hearing or as may otherwise be required by the POA Act.

(2) Hearing. If the respondent is entitled to a hearing and requests in writing a hearing before any charge is imposed or action taken, then the imposition of the charge or the taking of the action shall be suspended until the respondent has an opportunity to be heard at a hearing at which the Board of Directors or the appropriate Covenants Committee discusses such charge or action. Each Person so appearing shall have the right to be represented by such Person's counsel, at such Person's own expense. The hearing result shall be hand delivered or sent by registered or certified mail, return receipt requested (or by any other manner permitted by the POA Act), to the Owner at the Owner's address of record with the Association within three days after the hearing.

(3) Appeal. Upon receipt of a written request therefor made within ten days after the date of an action by the Covenants Committee, the Board of Directors may afford any Person deemed by the Board to have standing as an aggrieved party the right to appeal to the Board, and the Board may reconsider, review, modify or reverse any action taken by the Covenants Committee but the Board shall have no jurisdiction over decisions made by the Declarant regarding initial construction.

(4) Fairness. The Board of Directors and the Covenants Committees shall treat all Persons equitably, based upon decision-making procedures, standards and guidelines which shall be applied to all Persons consistently.

(j) Privacy and Quiet Enjoyment. Neither the Board of Directors, the Covenants Committee nor the Association shall interfere with the lifestyle or conduct of, or invade the privacy of, any occupant within a dwelling unless necessary to protect the rights of other occupants or to protect adjacent Property from damage.

(k) New Owner Information. If the contract seller or the new Owner does not give the Secretary of the Association written notice stating the name and address of the new Owner and the number or address of the Lot within thirty days after acquiring title to such Lot, then reasonable recordkeeping costs incurred by the Association, as determined by the Board of Directors, may be assessed against such Owner's Lot. The Board may set or change the amount of such Assessment from time to time. Such Assessment shall be a lien against such Owner's Lot as provided in Section 12.2.

(l) Enforcement Against Subassociations. If a Subassociation fails to pay any Assessment or charge due from such Subassociation within thirty days after due, then the Association may attach any assessments or charges due from the Owners to such Subassociation and notify such Owners that all assessments or other charges shall be paid directly to the Association until such Owners are notified otherwise. The Association may then retain such portion of the sums collected to satisfy the amount due from the Subassociation and shall remit any sums collected in excess of Assessments or charges due to such Subassociation.

#### Section 12.2. Lien for Assessments.

(a) Lien. In addition to the lien established by the POA Act, the total Annual Assessment of each Owner for Common Expenses, including Limited Common Expenses, any Additional Assessment, any Individual Assessment, together with interest, costs and reasonable attorneys fees, or any other sum duly levied (including without limitation charges, interest, late charges, etc.), made pursuant to the Association Documents, is hereby declared to be a lien levied against any Lot owned by any Owner in accordance with this Declaration and Section 55-516 of the POA Act. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. With respect to Annual Assessments, the lien is effective on the first day of each fiscal year of the Association and, as to Additional Assessments, Individual Assessments and other sums duly levied, on the first day of the next payment period which begins more than ten days after the date of notice to the Owner of such Additional Assessment, Individual Assessment or levy. The Board of Directors or the managing agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien. The lien created by this section shall be prior to all liens and encumbrances hereafter recorded except Mortgages, real estate taxes and other charges levied by governmental authority and made superior by law. The personal obligation of the Owner to pay such Assessment shall, in addition,

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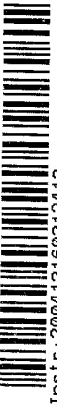
remain such Owner's personal obligation and a suit to recover a money judgment for nonpayment of any Assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure the same.

(b) Acceleration. If an Assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such Assessment may be accelerated, at the option of the Board of Directors, and the entire balance of the Assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner. If an Owner is delinquent in payment of Assessments for a prior fiscal year, then the entire Assessment (otherwise payable in installments) shall be due and payable in full when assessed, upon receipt of notice of such Assessment by the defaulting Owner.

(c) Enforcement. The lien for Assessments may be enforced and foreclosed in any manner permitted by the laws of the jurisdiction in which the Lot is located for foreclosure of mortgages or deeds of trust containing a power of sale pursuant to Section 12.4 or by an action in the name of the Board of Directors, or the managing agent, acting on behalf of the Association. Any such sale provided for herein is to be conducted in accordance with the provisions of Section 55-516.I of the POA Act, Sections 55-59.1 through 55-59.4 of the Code of Virginia (1950), as amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Declarant, through its duly authorized agents, shall have the power to bid on the lien property at any foreclosure sale, and to acquire, lease, mortgage and convey the same. During the pendency of any such action to enforce the Association lien, the Owner shall be required to pay a reasonable rental for the Lot for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the jurisdiction. The Association shall also have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Lot.

(d) Remedies Cumulative. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 12.3. Subordination and Mortgagee Protection. Notwithstanding any other provision hereof to the contrary, the lien of any assessment levied pursuant to the Association Documents upon any Lot (and any charges, interest on Assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the holder of Mortgage or the purchaser of the Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein. Notwithstanding any other provision of this Declaration, to the extent specifically permitted by Virginia statute in the future, the Association's lien shall prime a Mortgage to the extent of six-months worth of



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Assessments which would have become due (based on the budget adopted by the Association) in the absence of acceleration during the six months immediately preceding perfection of the lien.

Section 12.4. Supplemental Enforcement of the Lien. In addition to the proceedings at law or in equity for the enforcement of the lien established by the Association Documents, all of the Owners may be required by the Declarant or the Board of Directors to execute bonds conditioned upon the faithful performance and payment of the installments of the lien established thereby and may likewise be required to secure the payment of such future obligations by recording a declaration of trust in the Land Records granting unto one or more trustees appropriate powers to the end that, upon default in the performance of such bond such declaration of trust may be foreclosed by such trustees acting at the direction of the Board of Directors. If any such bonds have been executed and such declaration of trust is recorded, then any subsequent purchaser of a Lot shall take title subject thereto and shall assume the obligations provided for therein.

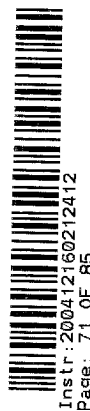
## ARTICLE 13

### MORTGAGEES

Section 13.1. Notice to Board of Directors. Upon request, an Owner who mortgages such Owner's Lot shall notify the Board of Directors of the name and address of the holder of the Mortgage. No holder of a Mortgage shall be entitled to any Mortgagee rights under the Association Documents unless such Mortgagee has notified the Board of its address as required by Section 13.2 and has requested all rights under the Association Documents.

Section 13.2. Notices to Mortgagees. Any holder of a Mortgage who desires notice from the Association shall notify the Secretary of the Association to that effect by certified or registered United States mail, postage prepaid. Any such notice shall contain the name and address, including post office address of such Mortgagee and the name of the person to whom or office to which notices from the Association should be directed. The Mortgagee shall be responsible for keeping such information current. The Board of Directors shall notify Mortgagees of the following:

- (1) Any default by an Owner of a Lot upon which the Mortgagee has a Mortgage (i) in paying Assessments (which remains uncured for sixty consecutive days) or (ii) any other default, simultaneously with the notice sent to the defaulting Owner (failure to notify the Mortgagee shall not affect the validity of the Association's lien);
- (2) In accordance with Subsection 10.2(d), any event giving rise to a claim under the Association's physical damage insurance policy arising from damage to improvements located on the Common Area;
- (3) All actions taken by the Association with respect to reconstruction of the Common Area or a Lot upon which the Mortgagee has a Mortgage;
- (4) Any termination, lapse or material adverse modification in an insurance policy held by the Association at least ten days in advance;



(5) Any taking in condemnation or by eminent domain of the Common Area and the actions of the Association in connection therewith;

(6) Any proposal to terminate this Declaration or dissolve the Association, at least thirty days before any action is taken to terminate or dissolve in accordance with Articles 15 and 16; and

(7) Any proposal to amend materially the Articles of Incorporation, this Declaration or the Bylaws or to take an extraordinary action, at least ten days before any action is taken pursuant to Section 15.4.

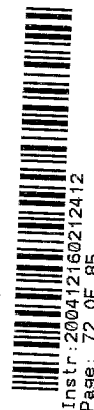
Section 13.3. Other Rights of Mortgagees. Upon request, all Mortgagees or their authorized representatives shall have the right to receive notice of and to attend and speak at meetings of the Association. All Mortgagees shall have the right to examine the Association Documents, Rules and Regulations and books and records of the Association and to require the submission of existing annual financial reports and other budgetary information on the same terms as the Owners. A Majority of the Mortgagees may request and shall be entitled to an audited financial statement for the preceding fiscal year of the Association prepared at the Association's expense and provided within a reasonable time. A Majority of the Mortgagees shall have the right to require the Association to hire a professional manager. Neither Mortgagees nor holders of Mortgages shall have approval rights over the actions of the Declarant or the Association except as specifically set forth in the Declaration.

## ARTICLE 14

### CONDEMNATION

Section 14.1. Definition. For the purposes of this Article, "Taking" means an acquisition of all or any part of the Common Area or of any interest therein or right accruing thereto as a result of in lieu of or in anticipation of the exercise of the right of condemnation or eminent domain, or a change of grade caused by the action of a governmental entity affecting the value of the Common Area or any part thereof so severely as to amount to condemnation.

Section 14.2. Taking of Common Area. If there is a Taking of all or any part of the Common Area, then the Association shall notify the members and Owners, but the Board of Directors shall act on behalf of the Association in connection therewith and no member or Owner shall have any right to participate in the proceedings incident thereto. The award made for such Taking shall be payable to the Association, to be disbursed as follows. If the Taking involves a portion of the Common Area on which improvements have been constructed, then the Association shall restore or replace such improvements so taken on another portion of the Common Area, to the extent land is available therefor, in accordance with plans approved by the Board of Directors, unless within sixty days after such Taking the Declarant (during the Declarant Control Period) or the members by a sixty-seven percent Vote (after the Declarant Control Period) shall otherwise agree. The provisions of Article 11 regarding the disbursement of funds following damage or destruction shall apply.





ARTICLE 15

AMENDMENT: EXTRAORDINARY ACTIONS

Section 15.1. Amendment by the Declarant. In addition to corrective amendments made pursuant to Section 15.6, during the Development Period and subject to Section 15.5, the Declarant may unilaterally without the approval of the Association or any member, Owner or holder of a Mortgage amend any provision of this Declaration and/or any Supplementary Declaration to: (1) satisfy the requirements of any government, governmental agency or holder of a Mortgage; (2) reflect the relocation of boundary lines between the Common Area and any Lots or among any Lots; provided, however, that such relocation does not materially and adversely affect any Owner without the consent of such Owner and that such relocation is reflected in an approved resubdivision of all or any part of the Property; (3) depict the assignment of Limited Common Area as permitted by Subsection 3.9(b); (4) amend Exhibit A and Exhibit B (pursuant to Subsection 4.1(b)); (5) add all or any portion of the Additional Land in accordance with Section 4.1, and (6) withdraw Submitted Land in accordance with Section 4.4.

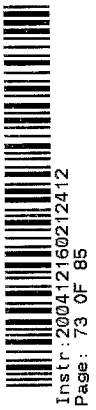
Section 15.2. Amendment by the Association.

(a) Owner Approval. In addition to corrective amendments made pursuant to Section 15.6 and subject to Sections 15.3, 15.4 and 15.5, and to the extent permitted by law, the Association may amend this Declaration (not including a Supplementary Declaration) only with a Majority Vote of the Owners or with the written approval of Owners entitled to cast more than fifty percent of the total number of votes.

(b) Certification. An amendment by the Association shall be certified by the President as to compliance with the procedures set forth in this Article, signed and acknowledged by the President and Secretary of the Association, and recorded among the Land Records. In accordance with Section 55-515.1.E of the POA Act, an action to challenge the validity of an amendment may not be brought more than one year after the amendment is effective.

(c) Supplemental Declarations. Amendment of a Supplementary Declaration is governed by the provisions for amendment contained therein and the requirements of Sections 15.3 and 15.4. A Supplementary Declaration may not include provisions inconsistent with the Declaration except as specifically provided by the Declarant in accordance with Section 4.1. Although the Declaration and Supplementary Declaration should be construed to give effect to both, in the case of conflicting provisions, the Declaration shall control.

Section 15.3. Prerequisites to Amendment. Written notice of any proposed amendment to this Declaration or any Supplementary Declaration by the Association shall be sent to every Owner and member (or every Owner of a Lot or member governing Lots subject to such Supplementary Declaration) at least fifteen days before any action is taken. No amendment shall increase the financial obligations of an Owner in a discriminatory manner or further restrict development on existing Lots in a discriminatory manner. No amendment to the Declaration shall diminish or impair the rights of the Declarant during the Development Period under the Declaration without the prior written consent of the Declarant. No amendment to the Declaration shall diminish or impair the express rights of the Mortgagees under the Declaration without the



prior written approval of at least fifty-one percent of the Mortgagees. . Except as specifically provided in the Declaration, no provision of the Declaration shall be construed to grant to any Owner or to any other Person any priority over any rights of Mortgagees.

Section 15.4. Extraordinary Actions.

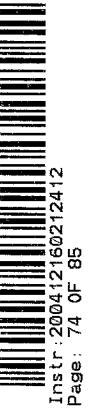
(a) Class B Approval. Any material amendment which changes the rights or obligations of the Class B Owner must also be approved in writing by the Class B Owner.

(b) Extraordinary Actions. The following amendments and actions must be approved in writing by Owners entitled to cast at least sixty-seven percent of the total number of votes in the Association, including a majority of the total number of votes entitled to be cast by Owners other than the Declarant during the Declarant Control Period, and the Declarant during the Development Period:

- (1) amendment or addition of any provisions of the Association Documents regarding rights of first refusal or similar restrictions on the right of Owners to sell, transfer or otherwise convey a unit;
- (2) termination of the Declaration or of the planned unit development;
- (3) dissolving, merging or consolidating the Association, except pursuant to a merger or consolidation with another nonprofit entity formed for purposes similar to the purposes for which the Association was formed; or
- (4) conveyance of all the Common Area, except to an entity formed for similar purposes pursuant to a consolidation or a merger.

Section 15.5. County Approval. A number of provisions are contained within this Declaration to comply with the Proffers or conditions of subdivision approval applicable to the Property or the Additional Land. No Supplementary Declaration or amendment, including an amendment withdrawing land as provided in Section 4.4 or otherwise, shall impair the right and authority of the County to require compliance with the Proffers and subdivision approval conditions applicable to the Property without the prior written approval of the County. In addition, the Association shall not be dissolved, except pursuant to a consolidation or merger with an entity formed for similar purposes, or the Declaration terminated without the prior written approval of the County.

Section 15.6. Corrective Amendments. The Declarant may unilaterally sign and record a corrective amendment or supplement to the Declaration to correct a mathematical mistake, an inconsistency or a scrivener's error, or clarify an ambiguity in the Declaration with respect to an objectively verifiable fact (including without limitation recalculating the liability for Assessments or the number of votes in the Association appertaining to a Lot), within five years after the recordation of the Declaration containing or creating such mistake, inconsistency, error or ambiguity. Regardless of the date of recordation of the Declaration, the president of the Association may also unilaterally sign and record such a corrective amendment or supplement upon a vote of two-thirds of the members of the Board of Directors.



ARTICLE 16

TERMINATION

Section 16.1. Duration; Termination by the Association. The covenants and restrictions of this Declaration shall run with the land and bind the Property and be in full force and effect in perpetuity except as amended as provided above or unless terminated as hereinafter provided. Subject to Sections 15.4 and 15.5, the Association may terminate this Declaration only by a vote of the members entitled to cast at least sixty-seven percent of the total number of votes as certified by the President or with the written approval of members entitled to cast at least sixty-seven percent of the total number of votes. In either case, the termination shall not be effective until certified by the President as to compliance with the procedures set forth in this Article, signed and acknowledged by the President and Secretary of the Association and recorded among the Land Records.

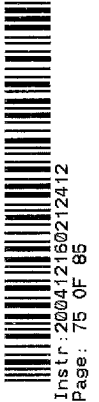
Section 16.2. Prerequisites. Written notice of the proposed termination shall be sent to every member, Owner and Mortgagee at least thirty days before any action is taken. The Declaration may not be terminated during the Declarant Control Period without the prior written consent of the Declarant. Such termination shall not affect any permanent easements or other permanent rights or interests relating to the Property created by or pursuant to the Association Documents. To the extent necessary, the termination agreement shall provide for the transfer or assignment of the easements, rights or interests granted to the Association herein to a successor entity which is assuming the Association's Upkeep and regulatory responsibilities. Any lien which has arisen pursuant to the provisions of the Declaration shall remain in full force and effect despite termination of the Declaration until the amounts secured thereby are paid in full.

Section 16.3. Conveyance of Common Area Upon Dissolution. Upon the dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to another nonprofit corporation, association, trust or other organization or government agency devoted to purposes similar to those for which the Association was created or offered for dedication to the County; provided, however, that if a site plan is approved for the Property, or any portion thereof containing Common Area, which changes the design, layout or use of the Property in such a manner that the Common Area is no longer necessary to the new design, layout or use, then such Common Area and other associated assets of the Association may be distributed as agreed upon by the Owners in accordance with the requirements of Section 15.4.

ARTICLE 17

PARTY WALLS AND FENCES

Section 17.1. Applicable Law; Easement. All matters arising in connection with any wall which would constitute a party wall at common law shall, to the extent consistent with the provisions of this Article, be subject to the common law of the jurisdiction in which the Property is located, as modified by statute from time to time and as modified by this Article. If the centerline of a party wall now or hereafter fails to coincide with the boundary between the Lots it



serves, an easement for any resulting encroachment is hereby granted. If a party wall serves three or more Lots, each segment of it serving two Lots shall be treated for the purposes of this Article as a separate party wall.

Section 17.2. Upkeep. The Owners of Lots served by a party wall shall provide for the Upkeep of party walls and shall share equally the cost of its Upkeep except as otherwise provided in this Article. No Owner shall impair the structural integrity of any party wall nor diminish the fire protection afforded by any party wall.

Section 17.3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the following procedures shall be followed in order to restore such party wall.

(1) Either Owner served by the party wall shall notify the other Owner served by the party wall of any proposal to repair the wall. If within ten days after such notice (or in an emergency, within twenty-four hours after such notice or a bona fide attempt to give such notice) the other Owner has not responded to the notice, then the Owner giving notice may proceed with the repairs. Such repairs must be substantially similar to the original construction and installation and of first class quality, but may be made with contemporary materials.

(2) If the other Owner served by the party wall responds to the notice, the Owners shall act together to repair the party wall. If the Owners are unable to agree upon the action to be taken, they shall submit the issue to arbitration in accordance with Article 19.

(3) If any Owner restores a party wall in accordance with this section, then the other Owner shall contribute one-half of the cost thereof. An Owner may, however, demand a larger contribution from the other Owner or refuse to contribute one-half of such costs, under any rule of law or equity regarding liability for negligent or willful acts or omissions.

(4) To the extent that any failure to repair a party wall affects the use and enjoyment of the Common Area, the Association may participate in the repair of the party wall and, in an emergency situation threatening life or property, may make such repair without notice to the Owners. The Association may assess the cost of such repair against the Owners responsible for the damage or benefiting from the repair pursuant to Subsections 6.2(c) and 12. 1 (a).

Section 17.4. Liability. Any Owner who by a negligent or willful act or omission causes or permits a party wall to be damaged shall pay the cost of restoring such party wall to its condition prior to such damage.

Section 17.5. Disputes. Any dispute between Owners concerning a party wall shall be resolved in accordance with the procedures set forth in Article 19.

Section 17.6. Shared Fences and Other Shared Barriers. The provisions of this Article pertaining to party walls shall also govern any shared fence, other shared barrier or shared improvement originally installed by the Declarant or a Builder (except for fences or barriers installed in connection with construction activities) and to any replacement thereof authorized by the Board of Directors or the Covenants Committee. Otherwise, the Upkeep of any fence, other

barrier or improvement shall be the responsibility of the Owner installing such fence, barrier or improvement unless different arrangements are agreed to by the adjoining Owners.

Section 17.7. Right to Contribution Runs With Land. Rights and duties of contribution set forth in this Article and any such rights and duties arising under the laws of the jurisdiction in which the Property is located shall run with the land and bind successors in interest. This Article shall not prejudice any right of a successor in interest to recover any amount from a predecessor in title for which such predecessor was liable. Any rights of contribution set forth in this Article shall constitute a lien in favor of any Owner entitled to contribution against any Owner obligated to pay such contribution. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. The lien created by this section shall be prior to all liens and encumbrances except Mortgages, real estate taxes and other charges levied by governmental authority made superior by law and the Association's lien established pursuant to Section 12.2.

Section 17.8. Maintenance Easement. The Declarant hereby reserves an easement to itself, its successors and assigns, and also grants to the Association or Subassociation, as appropriate, the adjacent Owner and their agents, employees or designees for access to the roof area of improvements built or to be built upon the Lots which share a common wall with the improvements on the adjacent Lot or Common Area for the purpose of inspection and Upkeep of such roof areas and which easement shall permit any Person exercising its rights under this section access at reasonable hours for such purposes. This easement is for the purpose of mutual protection of adjacent Owners from damage or possible damage to an improvement resulting from roof leakage from or into an adjacent improvement. If an Owner (including the Declarant) of any Lot must, in order to make repairs or improvements to a building on such Owner's Lot, enter or cross any area owned or to be owned by the Association, or a Lot of another Owner, such Owner is hereby granted an easement to do so, providing that the Owner shall use the most direct, feasible route in entering and crossing over such an area and shall restore the surface so entered or crossed to its original condition, at the expense of the Owner, and further provided that such easement shall not exist on the land of any other Owner if the purpose for the entrance or crossing is one requiring approval of either the Board of Directors or the Covenants Committee of the Association, unless such approval has been given.

## ARTICLE 18

### COMMON DRIVEWAYS

#### Section 18. 1. Definitions.

(a) "Common Driveways" shall be the areas within the ingress and egress easements serving specific Lots as shown on the plats of the Property attached to the deeds of dedication, subdivision, and easement for the Lots. "Common Driveways" shall also include the ingress/egress easement and "courtyard" areas for Lots constituting Courtyard Cluster Homes as shown on the Development Plan.

(b) "Affected Lots" shall be the Lots that use the Common Driveways for access to the dwellings constructed on such Lots. Lots which are subject to the ingress and egress easements but as to which the Owners of such Lots, or their respective households, guests, tenants or agents do not use the Common Driveway for access to the dwelling constructed on such Lot are not Affected Lots but are nevertheless subject to the provisions of this Article.

Section 18.2. Restrictions.

(a) Use. Common Driveways shall be used exclusively for the purpose of ingress and egress to the Affected Lots and for the construction and maintenance of utilities for the Lots subject to the Easements.

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

(c) Parking. There shall be no parking within Common Driveways at any time except for delivery and/or emergency vehicles, unless the Board of Directors by resolution determines otherwise upon petition of an Owner of an Affected Lot.

Section 18.3. Upkeep of Common Driveways. If any Common Driveway requires Upkeep or is damaged or destroyed (including without limitation deterioration from ordinary wear and tear and lapse of time, preventative maintenance or snow and ice removal), the Association shall perform all Upkeep to any Common Driveway which is necessary in the discretion of the Board of Directors and the cost of such Upkeep shall be a Limited Common Expense. If such Upkeep is necessitated by the act or omission of an Owner or member of such Owner's household or company, or any of such Owner's guests, customers, employees, tenants, agents or invitees (whether or not such act or omission is negligent or otherwise culpable), such Owner shall pay the Association's cost of performing such Upkeep.

Section 18.4. Easement for Upkeep. The Association shall have the right to use a Common Driveway and adjoining land where necessary to perform Upkeep for or snow or ice removal from a Common Driveway; provided, however, that the right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and further, that this right shall not be construed to allow the erection of any building or structure of a permanent nature on such adjoining land. The Association shall also have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement deemed by it to interfere with the proper and efficient construction, operation and Upkeep of such Common Driveway; provided, however, that the Association shall restore, as nearly as possible, to its original condition all land adjoining the Common Driveway disturbed in any manner by the Upkeep of such the Common Driveway. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas, and the replacement of structures and other facilities located on the land adjacent to the Common Driveway.

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Section 18.5. Right of Association to Delegate to Subassociations. The Declarant shall have the right to delegate the authorities and responsibilities of the Association pursuant to Sections 18.2 and 18.3 above to any Subassociation by written instrument recorded among the land records of Prince William County, Virginia, provided that the Association shall have the right to retract such delegation of rights by similar recorded written instrument.

## ARTICLE 19

### ALTERNATIVE DISPUTE RESOLUTION

The purpose of the Declaration is to establish a harmonious community. Because the prompt, efficient, fair, inexpensive and non-belligerent resolution of any disputes is desirable, any controversy arising out of or relating to this Declaration, or a breach thereof, or any other dispute between or among the Declarant, the Association or any Member or Owner shall be resolved as set forth in this Article.

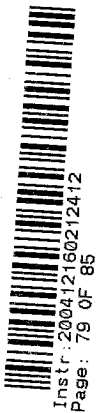
Section 19.1 Direct Communication. The parties to the disagreement shall set forth their respective positions in the dispute in correspondence. Each party shall respond within seven days after receipt of a letter from the other until agreement is reached.

Section 19.2 Mediation. If the dispute cannot be resolved through direct communication of the parties, either party may request appointment of a neutral and properly credentialed mediator. If the parties cannot agree upon a mediator, then the president of the local chapter of the Community Associations Institute (or any successor or similar organization) shall be requested to appoint the mediator. Both parties shall participate in the mediation in good faith until the dispute is resolved for a period not to exceed thirty days with the consent of all parties. The cost of the mediation shall be divided equally among the parties.

#### Section 19.3 Arbitration.

(a) Method. If the dispute cannot be resolved through mediation, either party may request appointment of one or more neutral and properly credentialed arbitrators with expert knowledge and experience regarding the subject in dispute. If the parties cannot agree on a single arbitrator, then each party shall appoint one arbitrator and the two appointed arbitrators shall select the third arbitrator. The initiating party shall give written notice of its decision to arbitrate by providing a specific statement setting forth the nature of the dispute, the amount involved and the remedy sought. The parties shall have an equal and fair opportunity to present their respective positions to the arbitrators, orally or in writing, as the arbitrators may specify depending on the nature of the dispute. The arbitrators may require such testimony, materials and documentation as they may determine to be appropriate. The arbitrators shall provide a written resolution within thirty days after the conclusion of the presentations of the parties and receipt of requested materials and documents.

(b) Costs. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of the costs and expenses including any attorney's fees, arbitrator's fees and out-of-pocket expenses of any kind. The term "prevailing party" shall mean the party whose position is most nearly upheld in arbitration. (For example, the prevailing party would be the



party who is required to pay \$1,000.00 in the arbitration proceeding where such party had, prior to the commencement of the arbitration, offered \$500.00 by way of settlement and the opposing party, refusing such offer, had claimed entitlement to \$10,000.00.)

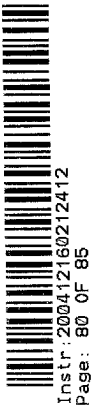
(c) Binding Nature; Applicable Law. The consideration of the parties to be bound by arbitration is not only the waiver of access to determination by a court and/or jury, but also the waiver of any rights to appeal the arbitration finding other than the reasons set forth in Sections 8.01-581.010 and 8.01-581.011 of the Code of Virginia (1950), as amended. A judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction. Unless otherwise provided in this Article, the terms of Sections 8.01-577 and 8.01-581.01, *et seq.* of the Code of Virginia (1950), as amended, shall apply to the proceedings under this subsection.

Section 19.4 Location . The alternative dispute resolution proceeding shall be held in Prince William County, Virginia unless otherwise mutually agreed by the parties.

Section 19.5 Sole Remedy; Waiver of Judicial Rights. The Declarant, the Association, any Subassociation, and each member and Owner expressly consent to the procedures established in this Article as their sole and exclusive remedy, and expressly waive any right they may have to seek resolution of any dispute contemplated by this Article in any court of law or equity, and any right to trial by judge or jury; provided, however, that any party may pursue judicial adjudication of a decision of the Board of Directors: (i) suspending a party's right to use a portion of the Common Area pursuant to Subsection 12. 1 (g);(ii) imposing a charge pursuant to Subsection 12.1(h); or (iii) a judicial grant of injunctive relief obtained pursuant to Subsection 12.1(f). The provisions of this Article shall not reduce or delay the Association's rights to levy a late charge, collect interest or file and pursue a lien as provided in Articles 5, 6 and 12 with respect to any Assessment or other charges due from an Owner hereunder. If a dispute involves the Declarant or the Association, no Person shall file a memorandum of *lis pendens* or similar instrument that would encumber or create a lien upon the land owned either by the Declarant or the Association.

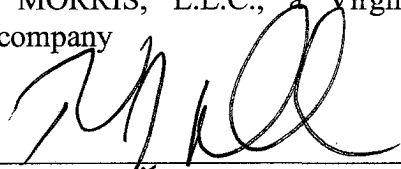
Section 19.6 Disputes Requiring Emergency Relief. If a dispute requires immediate, emergency relief such as would be available through judicial injunctive relief, then either party to the dispute may seek such relief as a temporary resolution pending the opportunity to conduct other procedures under this Article.

{Signatures appear on following pages}





BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company

By: 

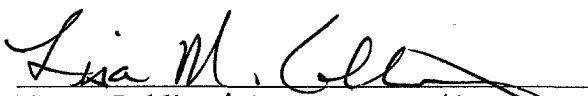
Name: Richard J. Dengler  
Title: Vice President, Brookfield Washington, L.L.C., Manager

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as Vice President\* of Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 10<sup>th</sup> day of December, 2004.

My commission expires:  
\_\_\_\_\_

  
Notary Public Lisa M. Collins

**MY COMMISSION EXPIRES  
MARCH 31, 2007**

\*of Brookfield Washington, L.L.C., Manager of

MEADOWS AT MORRIS FARM  
COMMUNITY ASSOCIATION, a Virginia non-  
stock corporation

By: [Signature]  
Name: Richard J. Dengler  
Title: President

Instr: 200412160212412  
Page: 82 OF 85

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as President of Meadows at Morris Farm Community Association, a Virginia non-stock corporation, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 10<sup>th</sup> day of December, 2004.

My commission expires:

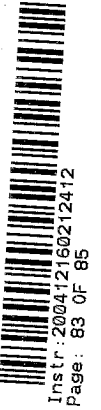
\_\_\_\_\_

[Signature]  
Notary Public Lisa M. Collins

**MY COMMISSION EXPIRES  
MARCH 31, 2007**

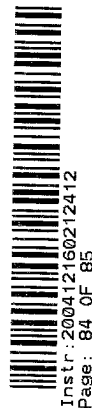
**EXHIBIT A**

All of Lots 1 through 84, inclusive, and Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q Meadows at Morris Farm, Section 1, as the same is duly dedicated, platted and recorded by Instrument Number 200409230161528 among the land records of Prince William County, Virginia, and as further shown on Plat recorded as Instrument Number 200409230161529 among the land records of Prince William County, Virginia, and all of Lots 1 through 40, inclusive, and Parcels A, B and C Meadows at Morris Farm, Section 4, as the same is duly dedicated, platted and recorded in Instrument Number 200412010201872 among the land records of Prince William County, Virginia, and as shown on Plat recorded as Instrument Number 200412010201873 among the land records of Prince William County, Virginia.



**EXHIBIT B**

All of those certain parcels of land being the same real property acquired by Brookfield Morris, L.L.C., a Virginia limited liability company by those certain deeds recorded in Instrument Number 200310160191107 and in Instrument Number 200310160191108 among the land records of Prince William County, Virginia, LESS AND EXCEPT, HOWEVER, all of Lots 1 through 84, inclusive, and Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q Meadows at Morris Farm, Section 1, as the same is duly dedicated, platted and recorded by Instrument Number 200409230161528 among the land records of Prince William County, Virginia, and as further shown on Plat recorded as Instrument Number 200409230161529 among the land records of Prince William County, Virginia, all of Lots 1 through 40, inclusive, and Parcels A, B and C Meadows at Morris Farm, Section 4, as the same is duly dedicated, platted and recorded in Instrument Number 200412010201872 among the land records of Prince William County, Virginia, and as shown on Plat recorded as Instrument Number 200412010201873 among the land records of Prince William County, Virginia, that certain parcel containing 16.83177 acres conveyed by Deed recorded as Instrument Number 200403180046772, that certain parcel containing 7.6502 acres dedicated for public street purposes by Instrument Number 200404080060318, and that certain parcel containing 0.17348 acres conveyed at Instrument Number 200404140063329.



**EXHIBIT C**

Lot 50, Meadows at Morris Farm, Section 11, as shown on Subdivision/Easement Plat entitled "Meadows at Morris Farm Section 11" prepared by Dewberry & Davis, LLC, dated December 25, 2003, to be recorded among the land records of Prince William County, Virginia.

  
Instr: 200412160212412  
Page: 85 OF 85

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**SUPPLEMENTARY DECLARATION  
FOR  
MEADOWS AT MORRIS FARM NORTH HOMEOWNERS ASSOCIATION  
(THE PADDOCK NEIGHBORHOOD)**

**THIS SUPPLEMENTARY DECLARATION** ("Supplementary Declaration") is made this 14<sup>th</sup> day of December, 2004, by BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company ("Declarant"), and MEADOWS AT MORRIS FARM NORTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation ("Association").

**RECITALS:**

A. Declarant is the owner of those certain lots or parcels of real property located in Prince William County, Virginia ("Property"), legally described as Lots 1 through 84, inclusive, and Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q, Section 1, Meadows at Morris Farm, as duly dedicated, platted and recorded by that certain Deed of Subdivision recorded as Instrument No. 200409230161528 among the land records of Prince William County, and as depicted on the subdivision plat recorded as Instrument No. 200409230161529 among said land records ("Plat").

B. The Property is subject to that certain Declaration for Meadows at Morris Farm (the "Master Declaration") recorded as Instrument Number 20041216 02 12412 among the land records of Prince William County, Virginia, as it may be amended from time to time.

C. In accordance with Article 4 of the Master Declaration, Declarant reserved the right to subject real property described in Exhibit B attached to the Master Declaration to the terms and provisions thereof by means of a Supplementary Declaration recorded among the land records of Prince William County, Virginia.

D. The Master Declaration provides that every Owner (as defined therein) shall be a member of the Meadows at Morris Farm Community Association ("Community Association") and shall pay Assessments or charges as are properly fixed and established by the Community Association, e.g., for the purpose of maintaining and improving the Common Area and the Recreational Facilities in Meadows at Morris Farm, and of the Subassociation to be known as Meadows at Morris Farm North Homeowners Association. Declarant intends that the Owners of Lots within the Property shall also be members of the Community Association, in addition to being members of the Association.

E. It is the desire of Declarant to subject the Property to the terms of the Master Declaration by the recordation of this Supplementary Declaration. The covenants, conditions and restrictions created by this Supplementary Declaration shall be subordinate to the Master Declaration and any amendments thereto, and in the event that there is any conflict between this Supplementary Declaration and the Master Declaration, the provisions of the Master Declaration shall control.

Compton & Duling, L.C. - Box 15 - GHR  
14914 Jefferson Davis Highway  
Woodbridge, VA 22191

RETURN TO:



**NOW, THEREFORE,** in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated herein by reference and made a part hereof.

**ARTICLE I  
IMPOSITION OF MASTER DECLARATION**

1.01. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the provisions, easements, restrictions, covenants and conditions set forth in the Master Declaration which are for the purpose of protecting the value and desirability of, including, but not limited to, those provisions relating to Special Declarant Rights, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

1.02. All capitalized items in this Supplementary Declaration shall have the meanings set forth in the Master Declaration.

1.03. The Common Areas of the Property shall consist of Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q, as the same are depicted on the Plat.

**ARTICLE II  
SUBASSOCIATION ASSESSMENT**

2.01. In addition to, and not in lieu of, any assessment levied by the Community Association pursuant to the Community Association Documents, the Association shall assess each Lot within the Property for maintenance, management and upkeep of Common Areas, Private Streets, Alleys and Roadways, gates, sidewalks and parking areas, if any, located on the Property for which the Association is responsible pursuant to this Supplementary Declaration ("Subassociation Assessment").

2.02. The Association shall follow the procedure for assessments set forth in the Master Declaration, and each Owner of a Lot located on the Property shall be liable and subject to the limitations and enforcement set forth in the Master Declaration for assessments levied pursuant to this provision.

**ARTICLE III  
ASSOCIATION MAINTENANCE**

3.01. The Association shall be responsible for the maintenance, management and Upkeep of Common Areas, Private Streets, Alleys and Roadways, gates, sidewalks and parking areas, designated as Parcels A, B, C, D, E, F, G, H, I, J, K, L, M., N, P and Q on the Plat, located on the Property. The Community Association shall be responsible for the maintenance,



management and Upkeep of Parcel O and the landscape buffer easement along Rollins Ford Road as shown on the Plat.

#### **ARTICLE IV EASEMENTS**

4.01. The Declarant, the Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel and all similar persons are hereby granted the easements, including the right to enter upon the Property (and any portion thereof) as provided by the Master Declaration, this Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association and Community Association, including in the event of emergencies and in the performance of proper governmental functions. The exercise of such easements shall be subject to the rights and limitations set forth in the Master Declaration, the Supplementary Declaration and the Articles of Incorporation and Bylaws of the Association and the Community Association.

#### **ARTICLE V ARCHITECTURAL CONTROL/COVENANTS**

5.01. The Board of Directors of the Association may appoint five (5) Owners to serve as a Covenants Committee which shall enforce the Association Design Guidelines, if any, following the procedures and limitations set forth for the Community Association's Covenants Committee in the Master Declaration; provided, however, the Covenants Committee may only enforce such Design Guidelines if such Design Guidelines, as promulgated by the Association, have been approved by the Board of Directors for the Community Association, as provided in the Master Declaration.

#### **ARTICLE VI SPECIAL PROVISIONS**

6.01. Parcels C, D, E, G, H, I, J, K, L and M shall be deemed "Common Driveways" in accordance with Article 18 of the Master Declaration and the Upkeep thereof shall be performed by the Association in accordance with the provisions of Article 18 of the Master Declaration rather than the Community Association. The Owners of the Lots served by Parcels C, D, E, G, H, I, J, K, L and M shall be assessed by the Association for the costs of all such Upkeep as a Limited Common Expense.

6.02. The sanitary sewer lateral leading from the publicly maintained sanitary sewer main through Parcels C, D, E, G, H, I, J, K, L and M shall be maintained, repaired and replaced by the Association and all cost and expense of such maintenance shall be assessed against the Owners of the Lots served by such laterals as a Limited Common Expense. Provided, however, that the individual branches of the foregoing laterals that serve each respective Lot which is accessed by each of the foregoing respective parcels shall be maintained by the Owner of the Lot served by such branch at the sole cost and expense of such Owner. Any Owner performing maintenance, repair and replacement of the branch of the lateral serving his Lot shall be required to restore the surface of the parcel to its original condition existing prior to such disturbance.





6.03. Parcels P and Q, as shown on the Plat are alleys serving the Lots which are accessed by such parcels as shown on the Plat. The Association shall perform all Upkeep of the alleys located within Parcels P and Q and all cost and expense of such Upkeep shall be assessed as a Limited Common Expense against the Lots served by Parcels P and Q.

6.04. Garages located on Lots 1 through 50, both inclusive, as shown on the Plat shall not be converted to family living space and/or storage space.

## ARTICLE VII GENERAL PROVISIONS

7.01. Enforcement. The Association and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration, as provide for enforcement under the Master Declaration.

7.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

7.03. Amendment. The covenants and restrictions of this Supplementary Declaration shall run with and bind the Property, and may be amended as provided for under the Master Declaration.

7.04. Annexation. If the Declarant should develop additional lands within the area subject to the Master Declaration or this Supplementary Declaration, such additional lands may be annexed to the Property by Declarant as provided for annexation under the Master Declaration.

IN WITNESS WHEREOF, Declarant and Association have executed this Supplementary Declaration as of the date first above-written.

BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company

By: [Signature]

Name: Richard J. Dengler  
Title: Vice President, Brookfield Washington, L.L.C. Manager

STATE OF Virginia  
COUNTY OF Prince William, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler whose name as Vice President \* of Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing Supplementary Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 14<sup>th</sup> day of December, 2004.

My commission expires: 3/31/06

[Signature]  
Notary Public

\*of Brookfield Washington, L.L.C., Manager of [Signature]



MEADOWS AT MORRIS FARM NORTH  
HOMEOWNERS ASSOCIATION, a Virginia  
non-stock corporation

By: [Signature]  
Name: Richard J. Dengler  
Title: President

STATE OF Virginia  
COUNTY OF Prince William, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as President of Meadows at Morris Farm North Homeowners Association, a Virginia non-stock corporation, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 14<sup>th</sup> day of December, 2004.

My commission expires:  
8/31/06

[Signature]  
Notary Public



**SUPPLEMENTARY DECLARATION  
FOR  
MEADOWS AT MORRIS FARM NORTH HOMEOWNERS ASSOCIATION  
(THE PADDOCK NEIGHBORHOOD)**

**THIS SUPPLEMENTARY DECLARATION** (“Supplementary Declaration”) is made this 28th day of March, 2005, by BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company (“Declarant”), and MEADOWS AT MORRIS FARM NORTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation (“Association”).

**R E C I T A L S :**

A. Declarant is the owner of those certain lots or parcels of real property located in Prince William County, Virginia (“Property”), legally described as Lots 1 through 74, inclusive, and Parcels A, B, C, and D, Section 2, Meadows at Morris Farm, as duly dedicated, platted and recorded by that certain Deed of Subdivision recorded as Instrument No. 200410190177315 among the land records of Prince William County, and as depicted on the subdivision plat recorded as Instrument No. 200410190177316 among said land records (“Plat”).

B. The Property is subject to that certain Declaration for Meadows at Morris Farm (the “Master Declaration”) recorded as Instrument No. 200412160212412 among the land records of Prince William County, Virginia, as it may be amended from time to time.

C. In accordance with Article 4 of the Master Declaration, Declarant reserved the right to subject real property described in Exhibit B attached to the Master Declaration to the terms and provisions thereof by means of a Supplementary Declaration recorded among the land records of Prince William County, Virginia.

D. The Master Declaration provides that every Owner (as defined therein) shall be a member of the Meadows at Morris Farm Community Association (“Community Association”) and shall pay Assessments or charges as are properly fixed and established by the Community Association, e.g., for the purpose of maintaining and improving the Common Area and the Recreational Facilities in Meadows at Morris Farm, and of the Subassociation to be known as Meadows at Morris Farm North Homeowners Association. Declarant intends that the Owners of Lots within the Property shall also be members of the Community Association, in addition to being members of the Association.

E. It is the desire of Declarant to subject the Property to the terms of the Master Declaration by the recordation of this Supplementary Declaration. The covenants, conditions and restrictions created by this Supplementary Declaration shall be subordinate to the Master Declaration and any amendments thereto, and in the event that there is any conflict between this Supplementary Declaration and the Master Declaration, the provisions of the Master Declaration shall control.



**NOW, THEREFORE**, in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated herein by reference and made a part hereof.

**ARTICLE I  
IMPOSITION OF MASTER DECLARATION**

1.01. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the provisions, easements, restrictions, covenants and conditions set forth in the Master Declaration which are for the purpose of protecting the value and desirability of, including, but not limited to, those provisions relating to Special Declarant Rights, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

1.02. All capitalized items in this Supplementary Declaration shall have the meanings set forth in the Master Declaration.

1.03. The Common Areas of the Property shall consist of Parcels A, B, C and D, as the same are depicted on the Plat.

**ARTICLE II  
SUBASSOCIATION ASSESSMENT**

2.01. In addition to, and not in lieu of, any assessment levied by the Community Association pursuant to the Community Association Documents, the Association shall assess each Lot within the Property for maintenance, management and upkeep of Common Areas, gates, sidewalks and parking areas, if any, located on the Property for which the Association is responsible pursuant to this Supplementary Declaration (“Subassociation Assessment”).

2.02. The Association shall follow the procedure for assessments set forth in the Master Declaration, and each Owner of a Lot located on the Property shall be liable and subject to the limitations and enforcement set forth in the Master Declaration for assessments levied pursuant to this provision.

**ARTICLE III  
ASSOCIATION MAINTENANCE**

3.01. The Community Association shall be responsible for the maintenance, management and Upkeep of Common Areas designated as Parcels A and B on the Plat, located on the Property. The Association shall be responsible for the maintenance, management and Upkeep of Common Areas designated as Parcels C and D on the Plat, located on the Property.



**ARTICLE IV  
EASEMENTS**

4.01. The Declarant, the Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel and all similar persons are hereby granted the easements, including the right to enter upon the Property (and any portion thereof) as provided by the Master Declaration, this Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association and Community Association, including in the event of emergencies and in the performance of proper governmental functions. The exercise of such easements shall be subject to the rights and limitations set forth in the Master Declaration, the Supplementary Declaration and the Articles of Incorporation and Bylaws of the Association and the Community Association.

**ARTICLE V  
ARCHITECTURAL CONTROL/COVENANTS**

5.01. The Board of Directors of the Association may appoint five (5) Owners to serve as a Covenants Committee which shall enforce the Association Design Guidelines, if any, following the procedures and limitations set forth for the Community Association's Covenants Committee in the Master Declaration; provided, however, the Covenants Committee may only enforce such Design Guidelines if such Design Guidelines, as promulgated by the Association, have been approved by the Board of Directors for the Community Association, as provided in the Master Declaration.

**ARTICLE VI  
SPECIAL PROVISIONS**

6.01. The ingress-egress easements shown on the Plat serving Lots 13 through 17, inclusive, shall be deemed Common Driveways and shall be subject to the Common Driveway provisions set forth in Article 18 of the Master Declaration. Provided, however, that all Upkeep of the Common Driveways within said easements shall be performed by the Owners of the Affected Lots served by such Common Driveways.

6.02 Declarant agrees, for itself and its successors in title, that no use shall be made of, nor shall any improvements be made in, the Flood Hazard Areas as shown on the Plat without specific authorization from the Prince William County Department of Public Works.

6.03 Parcel D, as shown on the Plat is an alley serving the Lots which are accessed by such parcel as shown on the Plat. The Association shall perform all Upkeep of the alley located within Parcel D and all cost and expense of such Upkeep shall be assessed as a Limited Common Expense against the Lots served by Parcel D.

**ARTICLE VII  
GENERAL PROVISIONS**

7.01. Enforcement. The Association and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration, as provide for enforcement under the Master Declaration.

7.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

7.03. Amendment. The covenants and restrictions of this Supplementary Declaration shall run with and bind the Property, and may be amended as provided for under the Master Declaration.

7.04. Annexation. If the Declarant should develop additional lands within the area subject to the Master Declaration or this Supplementary Declaration, such additional lands may be annexed to the Property by Declarant as provided for annexation under the Master Declaration.

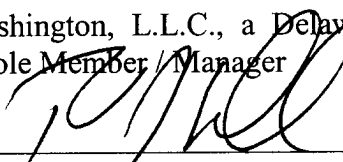
[signatures appear on the following pages]



**IN WITNESS WHEREOF**, Declarant and Association have executed this  
Supplementary Declaration as of the date first above-written.

BROOKFIELD MORRIS, L.L.C., a Virginia limited  
liability company

By: Brookfield Washington, L.L.C., a Delaware limited  
liability company, Sole Member / Manager

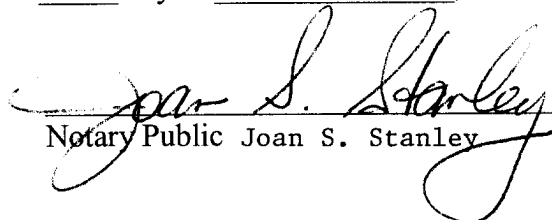
By:   
Name: Richard J. Dengler  
Its: Vice President

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby  
certify that Richard J. Dengler, whose name as Vice President of Brookfield  
Washington, L.L.C., a Delaware limited liability company, Sole Member and Manager of  
Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing  
Supplementary Declaration, has personally acknowledged the same before me in my aforesaid  
jurisdiction.

GIVEN under my hand and seal this 28th day of March, 2005.


My commission expires:  
7/31/05

  
Notary Public Joan S. Stanley





MEADOWS AT MORRIS FARM NORTH  
HOMEOWNERS ASSOCIATION, a Virginia non-stock  
corporation

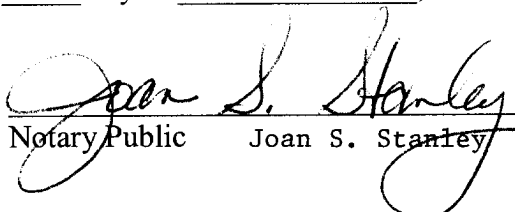
By:   
Name: Richard J. Dengler  
Title: President

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as President of Meadows at Morris Farm North Homeowners Association, a Virginia non-stock corporation, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 28th day of March, 2005.

My commission expires:  
7/31/08

  
Notary Public Joan S. Stanley

**SUPPLEMENTARY DECLARATION  
FOR  
MEADOWS AT MORRIS FARM NORTH HOMEOWNERS ASSOCIATION  
(THE PADDOCK NEIGHBORHOOD)**

**THIS SUPPLEMENTARY DECLARATION** ("Supplementary Declaration") is made this 14<sup>th</sup> day of December, 2004, by BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company ("Declarant"), and MEADOWS AT MORRIS FARM NORTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation ("Association").

**RECITALS:**

A. Declarant is the owner of those certain lots or parcels of real property located in Prince William County, Virginia ("Property"), legally described as Lots 1 through 40, inclusive, and Parcels A, B and C, Section 4, Meadows at Morris Farm, as duly dedicated, platted and recorded by that certain Deed of Subdivision recorded as Instrument No. 200412010201872 among the land records of Prince William County, and as depicted on the subdivision plat recorded as Instrument No. 200412010201873 among said land records ("Plat").

B. The Property is subject to that certain Declaration for Meadows at Morris Farm (the "Master Declaration") recorded as Instrument Number 200412160212412 among the land records of Prince William County, Virginia, as it may be amended from time to time.

C. In accordance with Article 4 of the Master Declaration, Declarant reserved the right to subject real property described in Exhibit B attached to the Master Declaration to the terms and provisions thereof by means of a Supplementary Declaration recorded among the land records of Prince William County, Virginia.

D. The Master Declaration provides that every Owner (as defined therein) shall be a member of the Meadows at Morris Farm Community Association ("Community Association") and shall pay Assessments or charges as are properly fixed and established by the Community Association, e.g., for the purpose of maintaining and improving the Common Area and the Recreational Facilities in Meadows at Morris Farm, and of the Subassociation to be known as Meadows at Morris Farm North Homeowners Association. Declarant intends that the Owners of Lots within the Property shall also be members of the Community Association, in addition to being members of the Association.

E. It is the desire of Declarant to subject the Property to the terms of the Master Declaration by the recordation of this Supplementary Declaration. The covenants, conditions and restrictions created by this Supplementary Declaration shall be subordinate to the Master Declaration and any amendments thereto, and in the event that there is any conflict between this Supplementary Declaration and the Master Declaration, the provisions of the Master Declaration shall control.

RETURN TO: Compton & Duling, L.C. - Box 15 - GHR  
14914 Jefferson Davis Highway  
Woodbridge, VA 22191



**NOW, THEREFORE,** in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated herein by reference and made a part hereof.

**ARTICLE I  
IMPOSITION OF MASTER DECLARATION**

1.01. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the provisions, easements, restrictions, covenants and conditions set forth in the Master Declaration which are for the purpose of protecting the value and desirability of, including, but not limited to, those provisions relating to Special Declarant Rights, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

1.02. All capitalized items in this Supplementary Declaration shall have the meanings set forth in the Master Declaration.

1.03. The Common Areas of the Property shall consist of Parcels A, B and C, as the same are depicted on the Plat.

**ARTICLE II  
SUBASSOCIATION ASSESSMENT**

2.01. In addition to, and not in lieu of, any assessment levied by the Community Association pursuant to the Community Association Documents, the Association shall assess each Lot within the Property for maintenance, management and upkeep of Common Areas, gates, sidewalks and parking areas, if any, located on the Property for which the Association is responsible pursuant to this Supplementary Declaration ("Subassociation Assessment").

2.02. The Association shall follow the procedure for assessments set forth in the Master Declaration, and each Owner of a Lot located on the Property shall be liable and subject to the limitations and enforcement set forth in the Master Declaration for assessments levied pursuant to this provision.

**ARTICLE III  
ASSOCIATION MAINTENANCE**

3.01. The Association shall be responsible for the maintenance, management and Upkeep of Common Areas, designated as Parcels A, B, and C on the Plat, located on the Property. The Community Association shall be responsible for the maintenance, management and Upkeep of the landscape buffer easement along Rollins Ford Road as shown on the Plat.



#### **ARTICLE IV EASEMENTS**

4.01. The Declarant, the Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel and all similar persons are hereby granted the easements, including the right to enter upon the Property (and any portion thereof) as provided by the Master Declaration, this Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association and Community Association, including in the event of emergencies and in the performance of proper governmental functions. The exercise of such easements shall be subject to the rights and limitations set forth in the Master Declaration, the Supplementary Declaration and the Articles of Incorporation and Bylaws of the Association and the Community Association.

#### **ARTICLE V ARCHITECTURAL CONTROL/COVENANTS**

5.01. The Board of Directors of the Association may appoint five (5) Owners to serve as a Covenants Committee which shall enforce the Association Design Guidelines, if any, following the procedures and limitations set forth for the Community Association's Covenants Committee in the Master Declaration; provided, however, the Covenants Committee may only enforce such Design Guidelines if such Design Guidelines, as promulgated by the Association, have been approved by the Board of Directors for the Community Association, as provided in the Master Declaration.

#### **ARTICLE VI SPECIAL PROVISIONS**

6.01. The ingress-egress easements shown on the Plat serving Lots 4 through 8, inclusive and Lots serving 9, 10, 19 and 20 shall be deemed Common Driveways and shall be subject to the Common Driveway provisions set forth in Article 18 of the Master Declaration. Provided, however, that all Upkeep of the Common Driveways within said easements shall be performed by the Owners of the Affected Lots served by such Common Driveways.

#### **ARTICLE VII GENERAL PROVISIONS**

7.01. Enforcement. The Association and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration, as provide for enforcement under the Master Declaration.

7.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

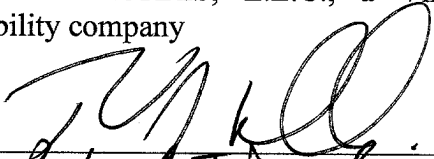


7.03. Amendment. The covenants and restrictions of this Supplementary Declaration shall run with and bind the Property, and may be amended as provided for under the Master Declaration.

7.04. Annexation. If the Declarant should develop additional lands within the area subject to the Master Declaration or this Supplementary Declaration, such additional lands may be annexed to the Property by Declarant as provided for annexation under the Master Declaration.

**IN WITNESS WHEREOF,** Declarant and Association have executed this Supplementary Declaration as of the date first above-written.

BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company

By:   
Name: Richard J. Dangler  
Title: Vice President, Brookfield Washington, L.L.C., Manager


STATE OF Virginia  
COUNTY OF Prince William, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dangler, whose name as Vice President\* of Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing Supplementary Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 14<sup>th</sup> day of December, 2004.

My commission expires:  
3/31/06

  
Notary Public

\*of Brookfield Washington, L.L.C., Manager of 



MEADOWS AT MORRIS FARM NORTH  
HOMEOWNERS ASSOCIATION, a Virginia  
non-stock corporation

By: [Signature]  
Name: Richard J. Dengler  
Title: President

STATE OF Virginia  
COUNTY OF Prince William, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as President of Meadows at Morris Farm North Homeowners Association, a Virginia non-stock corporation, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 14<sup>th</sup> day of December, 2004.

My commission expires:  
3/31/06

[Signature]  
Notary Public



**SUPPLEMENTARY DECLARATION  
FOR  
MEADOWS AT MORRIS FARM NORTH HOMEOWNERS ASSOCIATION  
(THE PADDOCK NEIGHBORHOOD)**

**THIS SUPPLEMENTARY DECLARATION** (“Supplementary Declaration”) is made this 28th day of March, 2005, by BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company (“Declarant”), and MEADOWS AT MORRIS FARM NORTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation (“Association”).

**RECITALS:**

A. Declarant is the owner of those certain lots or parcels of real property located in Prince William County, Virginia (“Property”), legally described as Lots 1 through 75, inclusive, and Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R, Section 5, Meadows at Morris Farm, as duly dedicated, platted and recorded by that certain Deed of Subdivision recorded as Instrument No. 200412070206311 among the land records of Prince William County, and as depicted on the subdivision plat recorded as Instrument No. 200412070206312 among said land records (“Plat”).

B. The Property is subject to that certain Declaration for Meadows at Morris Farm (the “Master Declaration”) recorded as Instrument No. 200412160212412 among the land records of Prince William County, Virginia, as it may be amended from time to time.

C. In accordance with Article 4 of the Master Declaration, Declarant reserved the right to subject real property described in Exhibit B attached to the Master Declaration to the terms and provisions thereof by means of a Supplementary Declaration recorded among the land records of Prince William County, Virginia.

D. The Master Declaration provides that every Owner (as defined therein) shall be a member of the Meadows at Morris Farm Community Association (“Community Association”) and shall pay Assessments or charges as are properly fixed and established by the Community Association, e.g., for the purpose of maintaining and improving the Common Area and the Recreational Facilities in Meadows at Morris Farm, and of the Subassociation to be known as Meadows at Morris Farm North Homeowners Association. Declarant intends that the Owners of Lots within the Property shall also be members of the Community Association, in addition to being members of the Association.

E. It is the desire of Declarant to subject the Property to the terms of the Master Declaration by the recordation of this Supplementary Declaration. The covenants, conditions and restrictions created by this Supplementary Declaration shall be subordinate to the Master Declaration and any amendments thereto, and in the event that there is any conflict between this Supplementary Declaration and the Master Declaration, the provisions of the Master Declaration shall control.

**NOW, THEREFORE**, in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated herein by reference and made a part hereof.

## **ARTICLE I IMPOSITION OF MASTER DECLARATION**

1.01. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the provisions, easements, restrictions, covenants and conditions set forth in the Master Declaration which are for the purpose of protecting the value and desirability of, including, but not limited to, those provisions relating to Special Declarant Rights, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

1.02. All capitalized items in this Supplementary Declaration shall have the meanings set forth in the Master Declaration.

1.03. The Common Areas of the Property shall consist of Parcels A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R, as the same are depicted on the Plat.

## **ARTICLE II SUBASSOCIATION ASSESSMENT**

2.01. In addition to, and not in lieu of, any assessment levied by the Community Association pursuant to the Community Association Documents, the Association shall assess each Lot within the Property for maintenance, management and upkeep of Common Areas, Private Streets, Alleys and Roadways, gates, sidewalks and parking areas, if any, located on the Property for which the Association is responsible pursuant to this Supplementary Declaration ("Subassociation Assessment").

2.02. The Association shall follow the procedure for assessments set forth in the Master Declaration, and each Owner of a Lot located on the Property shall be liable and subject to the limitations and enforcement set forth in the Master Declaration for assessments levied pursuant to this provision.

## **ARTICLE III ASSOCIATION MAINTENANCE**

3.01. The Association shall be responsible for the maintenance, management and Upkeep of Common Areas, Private Streets, Alleys and Roadways, gates, sidewalks and parking areas, designated as Parcels C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R on the Plat, located on the Property. The Community Association shall be responsible for the maintenance, management and Upkeep of Common Areas designated as Parcels A and B on the Plat, located



on the Property. The Community Association shall be responsible for the maintenance, management and Upkeep of the landscape buffer easement as shown on the Plat.

#### **ARTICLE IV EASEMENTS**

4.01. The Declarant, the Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel and all similar persons are hereby granted the easements, including the right to enter upon the Property (and any portion thereof) as provided by the Master Declaration, this Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association and Community Association, including in the event of emergencies and in the performance of proper governmental functions. The exercise of such easements shall be subject to the rights and limitations set forth in the Master Declaration, the Supplementary Declaration and the Articles of Incorporation and Bylaws of the Association and the Community Association.

#### **ARTICLE V ARCHITECTURAL CONTROL/COVENANTS**

5.01. The Board of Directors of the Association may appoint five (5) Owners to serve as a Covenants Committee which shall enforce the Association Design Guidelines, if any, following the procedures and limitations set forth for the Community Association's Covenants Committee in the Master Declaration; provided, however, the Covenants Committee may only enforce such Design Guidelines if such Design Guidelines, as promulgated by the Association, have been approved by the Board of Directors for the Community Association, as provided in the Master Declaration.

#### **ARTICLE VI SPECIAL PROVISIONS**

6.01. Parcels D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R shall be deemed "Common Driveways" in accordance with Article 18 of the Master Declaration and the Upkeep thereof shall be performed by the Association in accordance with the provisions of Article 18 of the Master Declaration rather than the Community Association. The Owners of the Lots served by Parcels D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R shall be assessed by the Association for the costs of all such Upkeep as a Limited Common Expense.

6.02. The sanitary sewer lateral leading from the publicly maintained sanitary sewer main through Parcels D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R shall be maintained, repaired and replaced by the Association and all cost and expense of such maintenance shall be assessed against the Owners of the Lots served by such laterals as a Limited Common Expense. Provided, however, that the individual branches of the foregoing laterals that serve each respective Lot which is accessed by each of the foregoing respective parcels shall be maintained by the Owner of the Lot served by such branch at the sole cost and expense of such Owner. Any Owner performing maintenance, repair and replacement of the branch of the lateral serving his Lot shall

be required to restore the surface of the parcel to its original condition existing prior to such disturbance.

6.03. Garages located on Lots 1 through 75, both inclusive, as shown on the Plat shall not be converted to family living space and/or storage space.

## ARTICLE VII GENERAL PROVISIONS

7.01. Enforcement. The Association and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration, as provide for enforcement under the Master Declaration.

7.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

7.03. Amendment. The covenants and restrictions of this Supplementary Declaration shall run with and bind the Property, and may be amended as provided for under the Master Declaration.

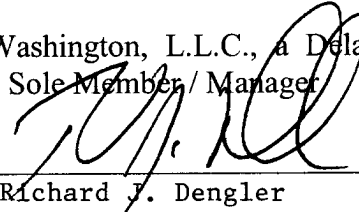
7.04. Annexation. If the Declarant should develop additional lands within the area subject to the Master Declaration or this Supplementary Declaration, such additional lands may be annexed to the Property by Declarant as provided for annexation under the Master Declaration.

[signatures appear on the following pages]

**IN WITNESS WHEREOF**, Declarant and Association have executed this Supplementary Declaration as of the date first above-written.

BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company

By: Brookfield Washington, L.L.C., a Delaware limited liability company, Sole Member / Manager

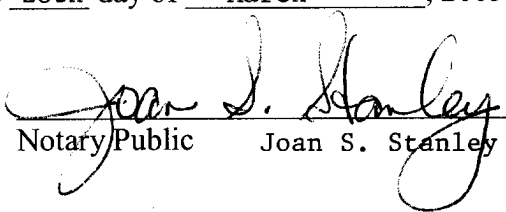
By:   
Name: Richard J. Dengler  
Its: Vice President

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as Vice President of Brookfield Washington, L.L.C., a Delaware limited liability company, Sole Member and Manager of Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing Supplementary Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

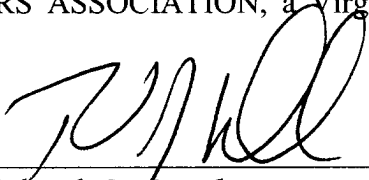
GIVEN under my hand and seal this 28th day of March, 2005.

My commission expires:  
7/31/08

  
Notary Public Joan S. Stanley



MEADOWS AT MORRIS FARM NORTH  
HOMEOWNERS ASSOCIATION, a Virginia non-stock  
corporation

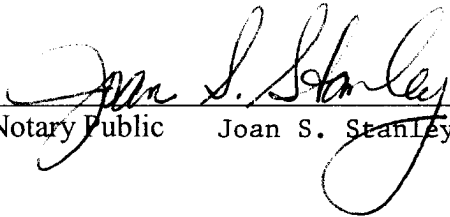
By:   
Name: Richard J. Dengler  
Title: President

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as President of Meadows at Morris Farm North Homeowners Association, a Virginia non-stock corporation, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 28th day of March, 2005.

My commission expires:  
7/31/08

  
Notary Public Joan S. Stanley



**SUPPLEMENTARY DECLARATION  
FOR  
MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION  
(THE MEADOW NEIGHBORHOOD)**

**THIS SUPPLEMENTARY DECLARATION** (“Supplementary Declaration”) is made this 28th day of March, 2005, by BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company (“Declarant”), and MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation (“Association”).

**RECITALS:**

A. Declarant is the owner of those certain lots or parcels of real property located in Prince William County, Virginia (“Property”), legally described as Lots 1 through 109, inclusive, and Parcels A, B, C, D, E, F, G, H, J, K, L, M, N, O, P and Q, Section 6, Meadows at Morris Farm, as duly dedicated, platted and recorded by that certain Deed of Subdivision recorded as Instrument No. 200412070206313 among the land records of Prince William County, and as depicted on the subdivision plat recorded as Instrument No. 200412070206314 among said land records (“Plat”).

B. The Property is subject to that certain Declaration for Meadows at Morris Farm (the “Master Declaration”) recorded as Instrument No. 200412160212412 among the land records of Prince William County, Virginia, as it may be amended from time to time.

C. In accordance with Article 4 of the Master Declaration, Declarant reserved the right to subject real property described in Exhibit B attached to the Master Declaration to the terms and provisions thereof by means of a Supplementary Declaration recorded among the land records of Prince William County, Virginia.

D. The Master Declaration provides that every Owner (as defined therein) shall be a member of the Meadows at Morris Farm Community Association (“Community Association”) and shall pay Assessments or charges as are properly fixed and established by the Community Association, e.g., for the purpose of maintaining and improving the Common Area and the Recreational Facilities in Meadows at Morris Farm, and of the Subassociation to be known as Meadows at Morris Farm South Homeowners Association. Declarant intends that the Owners of Lots within the Property shall also be members of the Community Association, in addition to being members of the Association.

E. It is the desire of Declarant to subject the Property to the terms of the Master Declaration by the recordation of this Supplementary Declaration. The covenants, conditions and restrictions created by this Supplementary Declaration shall be subordinate to the Master Declaration and any amendments thereto, and in the event that there is any conflict between this Supplementary Declaration and the Master Declaration, the provisions of the Master Declaration shall control.

**NOW, THEREFORE**, in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated herein by reference and made a part hereof.

**ARTICLE I  
IMPOSITION OF MASTER DECLARATION**

1.01. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the provisions, easements, restrictions, covenants and conditions set forth in the Master Declaration which are for the purpose of protecting the value and desirability of, including, but not limited to, those provisions relating to Special Declarant Rights, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

1.02. All capitalized items in this Supplementary Declaration shall have the meanings set forth in the Master Declaration.

1.03. The Common Areas of the Property shall consist of Parcels A, B, C, D, E, F, G, H, J, K, L, M, N, O, P and Q, as the same are depicted on the Plat.

**ARTICLE II  
SUBASSOCIATION ASSESSMENT**

2.01. In addition to, and not in lieu of, any assessment levied by the Community Association pursuant to the Community Association Documents, the Association shall assess each Lot within the Property for maintenance, management and upkeep of Common Areas, Private Streets, Alleys and Roadways, gates, sidewalks and parking areas, if any, located on the Property for which the Association is responsible pursuant to this Supplementary Declaration ("Subassociation Assessment").

2.02. The Association shall follow the procedure for assessments set forth in the Master Declaration, and each Owner of a Lot located on the Property shall be liable and subject to the limitations and enforcement set forth in the Master Declaration for assessments levied pursuant to this provision.

**ARTICLE III  
ASSOCIATION MAINTENANCE**

3.01. The Association shall be responsible for the maintenance, management and Upkeep of Common Areas, Private Streets, Alleys and Roadways, gates, sidewalks and parking areas, designated as Parcels D, E, F, G, H, J, K, L, M, N, O, P and Q on the Plat, located on the Property. The Community Association shall be responsible for the maintenance, management and Upkeep of Parcels A, B and C and the landscape buffer easement as shown on the Plat.



#### **ARTICLE IV EASEMENTS**

4.01. The Declarant, the Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel and all similar persons are hereby granted the easements, including the right to enter upon the Property (and any portion thereof) as provided by the Master Declaration, this Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association and Community Association, including in the event of emergencies and in the performance of proper governmental functions. The exercise of such easements shall be subject to the rights and limitations set forth in the Master Declaration, the Supplementary Declaration and the Articles of Incorporation and Bylaws of the Association and the Community Association.

#### **ARTICLE V ARCHITECTURAL CONTROL/COVENANTS**

5.01. The Board of Directors of the Association may appoint five (5) Owners to serve as a Covenants Committee which shall enforce the Association Design Guidelines, if any, following the procedures and limitations set forth for the Community Association's Covenants Committee in the Master Declaration; provided, however, the Covenants Committee may only enforce such Design Guidelines if such Design Guidelines, as promulgated by the Association, have been approved by the Board of Directors for the Community Association, as provided in the Master Declaration.

#### **ARTICLE VI SPECIAL PROVISIONS**

6.01. Parcels J, K, L, M, N, O and P, as shown on the Plat are alleys serving the Lots which are accessed by such parcels as shown on the Plat. The Association shall perform all Upkeep of the alleys located within Parcels J, K, L, M, N, O and P and all cost and expense of such Upkeep shall be assessed as a Limited Common Expense against the Lots served by Parcels J, K, L, M, N, O and P.

6.02. Lots 81-88, inclusive, as shown on the Plat shall be served by party walls and consequently such Lots are expressly subject to the provisions of Article 17 of the Master Declaration.

#### **ARTICLE VII GENERAL PROVISIONS**

7.01. Enforcement. The Association and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by



the provisions of this Supplementary Declaration, as provide for enforcement under the Master Declaration.

7.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

7.03. Amendment. The covenants and restrictions of this Supplementary Declaration shall run with and bind the Property, and may be amended as provided for under the Master Declaration.

7.04. Annexation. If the Declarant should develop additional lands within the area subject to the Master Declaration or this Supplementary Declaration, such additional lands may be annexed to the Property by Declarant as provided for annexation under the Master Declaration.

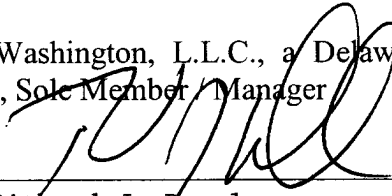
[signatures appear on the following pages]



**IN WITNESS WHEREOF**, Declarant and Association have executed this Supplementary Declaration as of the date first above-written.

BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company

By: Brookfield Washington, L.L.C., a Delaware limited liability company, Sole Member / Manager

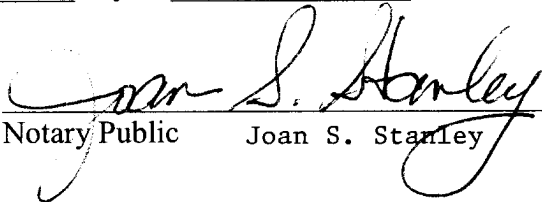
By:   
Name: Richard J. Dengler  
Its: Vice President

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as Vice President of Brookfield Washington, L.L.C., a Delaware limited liability company, Sole Member and Manager of Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing Supplementary Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

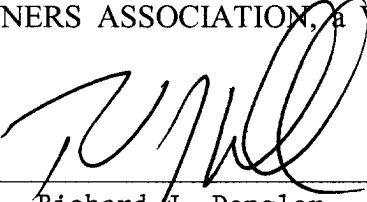
GIVEN under my hand and seal this 28th day of March, 2005.

My commission expires:  
7/31/08

  
Notary Public Joan S. Stanley



MEADOWS AT MORRIS FARM SOUTH  
HOMEOWNERS ASSOCIATION, a Virginia non-stock  
corporation

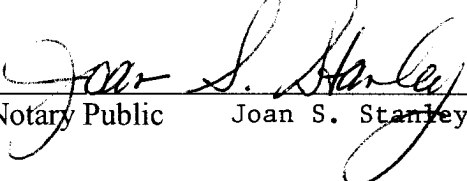
By:   
Name: Richard J. Dengler  
Title: President

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as President of Meadows at Morris Farm South Homeowners Association, a Virginia non-stock corporation, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 28th day of March, 2005.

My commission expires:  
7/31/08

  
Notary Public Joan S. Stanley



**SUPPLEMENTARY DECLARATION  
FOR  
MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION  
(THE MEADOW NEIGHBORHOOD)**

**THIS SUPPLEMENTARY DECLARATION** (“Supplementary Declaration”) is made this 28th day of March, 2005, by BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company (“Declarant”), and MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation (“Association”).

**R E C I T A L S :**

A. Declarant is the owner of those certain lots or parcels of real property located in Prince William County, Virginia (“Property”), legally described as Lots 1 through 48, inclusive, and Parcel A, Section 7, Meadows at Morris Farm, as duly dedicated, platted and recorded by that certain Deed of Subdivision recorded as Instrument No. 200501100004796 among the land records of Prince William County, and as depicted on the subdivision plat recorded as Instrument No. 200501100004796 among said land records (“Plat”).

B. The Property is subject to that certain Declaration for Meadows at Morris Farm (the “Master Declaration”) recorded as Instrument No. 200412160212412 among the land records of Prince William County, Virginia, as it may be amended from time to time.

C. In accordance with Article 4 of the Master Declaration, Declarant reserved the right to subject real property described in Exhibit B attached to the Master Declaration to the terms and provisions thereof by means of a Supplementary Declaration recorded among the land records of Prince William County, Virginia.

D. The Master Declaration provides that every Owner (as defined therein) shall be a member of the Meadows at Morris Farm Community Association (“Community Association”) and shall pay Assessments or charges as are properly fixed and established by the Community Association, e.g., for the purpose of maintaining and improving the Common Area and the Recreational Facilities in Meadows at Morris Farm, and of the Subassociation to be known as Meadows at Morris Farm South Homeowners Association. Declarant intends that the Owners of Lots within the Property shall also be members of the Community Association, in addition to being members of the Association.

E. It is the desire of Declarant to subject the Property to the terms of the Master Declaration by the recordation of this Supplementary Declaration. The covenants, conditions and restrictions created by this Supplementary Declaration shall be subordinate to the Master Declaration and any amendments thereto, and in the event that there is any conflict between this Supplementary Declaration and the Master Declaration, the provisions of the Master Declaration shall control.

**NOW, THEREFORE**, in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated herein by reference and made a part hereof.

**ARTICLE I  
IMPOSITION OF MASTER DECLARATION**

1.01. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the provisions, easements, restrictions, covenants and conditions set forth in the Master Declaration which are for the purpose of protecting the value and desirability of, including, but not limited to, those provisions relating to Special Declarant Rights, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

1.02. All capitalized items in this Supplementary Declaration shall have the meanings set forth in the Master Declaration.

1.03. The Common Area of the Property shall consist of Parcel A, as the same is depicted on the Plat.

**ARTICLE II  
SUBASSOCIATION ASSESSMENT**

2.01. In addition to, and not in lieu of, any assessment levied by the Community Association pursuant to the Community Association Documents, the Association shall assess each Lot within the Property for maintenance, management and upkeep of Common Areas, Private Streets, Alleys and Roadways, gates, sidewalks and parking areas, if any, located on the Property for which the Association is responsible pursuant to this Supplementary Declaration ("Subassociation Assessment").

2.02. The Association shall follow the procedure for assessments set forth in the Master Declaration, and each Owner of a Lot located on the Property shall be liable and subject to the limitations and enforcement set forth in the Master Declaration for assessments levied pursuant to this provision.

**ARTICLE III  
ASSOCIATION MAINTENANCE**

3.01. The Association shall be responsible for the maintenance, management and Upkeep of the Private Street known as "Catbird Drive", gates, sidewalks and parking areas designated as Parcel A on the Plat, located on the Property. The Community Association shall be responsible for the maintenance, management and Upkeep of the Common Areas designated as Parcel A on the Plat, except for that portion thereof which is labeled as the Private Street

known as "Catbird Drive", and the gates, sidewalks and parking areas located within such portion of Parcel A, as to which the maintenance, management and Upkeep shall be performed by the Association. The Community Association shall be responsible for the maintenance, management and Upkeep of the landscape buffer easement and trail easement as shown on the Plat.

**ARTICLE IV  
EASEMENTS**

4.01. The Declarant, the Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel and all similar persons are hereby granted the easements, including the right to enter upon the Property (and any portion thereof) as provided by the Master Declaration, this Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association and Community Association, including in the event of emergencies and in the performance of proper governmental functions. The exercise of such easements shall be subject to the rights and limitations set forth in the Master Declaration, the Supplementary Declaration and the Articles of Incorporation and Bylaws of the Association and the Community Association.

**ARTICLE V  
ARCHITECTURAL CONTROL/COVENANTS**

5.01. The Board of Directors of the Association may appoint five (5) Owners to serve as a Covenants Committee which shall enforce the Association Design Guidelines, if any, following the procedures and limitations set forth for the Community Association's Covenants Committee in the Master Declaration; provided, however, the Covenants Committee may only enforce such Design Guidelines if such Design Guidelines, as promulgated by the Association, have been approved by the Board of Directors for the Community Association, as provided in the Master Declaration.

**ARTICLE VI  
SPECIAL PROVISIONS**

6.01. The homes constructed on the Property shall be served by party walls and consequently the Property is expressly subject to the provisions of Article 17 of the Master Declaration.

**ARTICLE VII  
GENERAL PROVISIONS**

7.01. Enforcement. The Association and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration, as provide for enforcement under the Master Declaration.

7.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

7.03. Amendment. The covenants and restrictions of this Supplementary Declaration shall run with and bind the Property, and may be amended as provided for under the Master Declaration.

7.04. Annexation. If the Declarant should develop additional lands within the area subject to the Master Declaration or this Supplementary Declaration, such additional lands may be annexed to the Property by Declarant as provided for annexation under the Master Declaration.

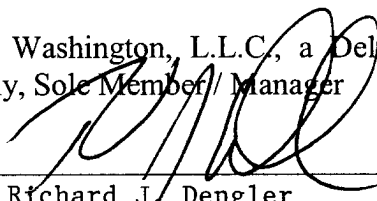
[signatures appear on the following pages]



**IN WITNESS WHEREOF**, Declarant and Association have executed this Supplementary Declaration as of the date first above-written.

BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company

By: Brookfield Washington, L.L.C., a Delaware limited liability company, Sole Member/ Manager

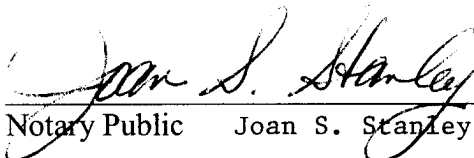
By:   
Name: Richard J. Dengler  
Its: Vice President

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as Vice President of Brookfield Washington, L.L.C., a Delaware limited liability company, Sole Member and Manager of Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing Supplementary Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

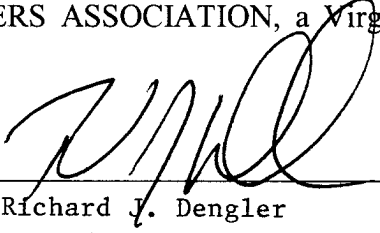
GIVEN under my hand and seal this 28th day of March, 2005.

My commission expires:  
7/31/08

  
Notary Public Joan S. Stanley



MEADOWS AT MORRIS FARM SOUTH  
HOMEOWNERS ASSOCIATION, a Virginia non-stock  
corporation

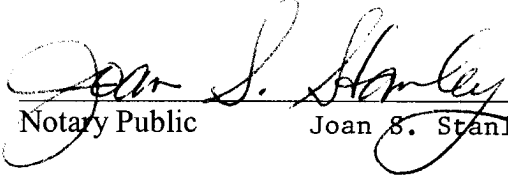
By:   
Name: Richard J. Dengler  
Title: President

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as President of Meadows at Morris Farm South Homeowners Association, a Virginia non-stock corporation, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 28th day of March, 2005.

My commission expires:  
7/31/08

  
Notary Public                      Joan S. Stanley



**SUPPLEMENTARY DECLARATION  
FOR  
MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION  
(THE MEADOW NEIGHBORHOOD)**

**THIS SUPPLEMENTARY DECLARATION** (“Supplementary Declaration”) is made this 28th day of March, 2005, by BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company (“Declarant”), and MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation (“Association”).

**RECITALS:**

A. Declarant is the owner of those certain lots or parcels of real property located in Prince William County, Virginia (“Property”), legally described as Lots 1 through 47, inclusive, and Parcels A and B, Section 8, Meadows at Morris Farm, as duly dedicated, platted and recorded by that certain Deed of Subdivision recorded as Instrument No. 200501250011831 among the land records of Prince William County, and as depicted on the subdivision plat recorded as Instrument No. 200501250011832 among said land records (“Plat”).

B. The Property is subject to that certain Declaration for Meadows at Morris Farm (the “Master Declaration”) recorded as Instrument No. 200412160212412 among the land records of Prince William County, Virginia, as it may be amended from time to time.

C. In accordance with Article 4 of the Master Declaration, Declarant reserved the right to subject real property described in Exhibit B attached to the Master Declaration to the terms and provisions thereof by means of a Supplementary Declaration recorded among the land records of Prince William County, Virginia.

D. The Master Declaration provides that every Owner (as defined therein) shall be a member of the Meadows at Morris Farm Community Association (“Community Association”) and shall pay Assessments or charges as are properly fixed and established by the Community Association, e.g., for the purpose of maintaining and improving the Common Area and the Recreational Facilities in Meadows at Morris Farm, and of the Subassociation to be known as Meadows at Morris Farm South Homeowners Association. Declarant intends that the Owners of Lots within the Property shall also be members of the Community Association, in addition to being members of the Association.

E. It is the desire of Declarant to subject the Property to the terms of the Master Declaration by the recordation of this Supplementary Declaration. The covenants, conditions and restrictions created by this Supplementary Declaration shall be subordinate to the Master Declaration and any amendments thereto, and in the event that there is any conflict between this Supplementary Declaration and the Master Declaration, the provisions of the Master Declaration shall control.

**NOW, THEREFORE**, in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated herein by reference and made a part hereof.

**ARTICLE I  
IMPOSITION OF MASTER DECLARATION**

1.01. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the provisions, easements, restrictions, covenants and conditions set forth in the Master Declaration which are for the purpose of protecting the value and desirability of, including, but not limited to, those provisions relating to Special Declarant Rights, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

1.02. All capitalized items in this Supplementary Declaration shall have the meanings set forth in the Master Declaration.

1.03. The Common Areas of the Property shall consist of Parcels A and B, as the same are depicted on the Plat.

**ARTICLE II  
SUBASSOCIATION ASSESSMENT**

2.01. In addition to, and not in lieu of, any assessment levied by the Community Association pursuant to the Community Association Documents, the Association shall assess each Lot within the Property for maintenance, management and upkeep of Common Areas, gates, sidewalks and parking areas, if any, located on the Property for which the Association is responsible pursuant to this Supplementary Declaration ("Subassociation Assessment").

2.02. The Association shall follow the procedure for assessments set forth in the Master Declaration, and each Owner of a Lot located on the Property shall be liable and subject to the limitations and enforcement set forth in the Master Declaration for assessments levied pursuant to this provision.

**ARTICLE III  
ASSOCIATION MAINTENANCE**

3.01. The Association shall be responsible for the maintenance, management and Upkeep of Common Areas, designated as Parcels A and B on the Plat, located on the Property.

#### **ARTICLE IV EASEMENTS**

4.01. The Declarant, the Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel and all similar persons are hereby granted the easements, including the right to enter upon the Property (and any portion thereof) as provided by the Master Declaration, this Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association and Community Association, including in the event of emergencies and in the performance of proper governmental functions. The exercise of such easements shall be subject to the rights and limitations set forth in the Master Declaration, the Supplementary Declaration and the Articles of Incorporation and Bylaws of the Association and the Community Association.

#### **ARTICLE V ARCHITECTURAL CONTROL/COVENANTS**

5.01. The Board of Directors of the Association may appoint five (5) Owners to serve as a Covenants Committee which shall enforce the Association Design Guidelines, if any, following the procedures and limitations set forth for the Community Association's Covenants Committee in the Master Declaration; provided, however, the Covenants Committee may only enforce such Design Guidelines if such Design Guidelines, as promulgated by the Association, have been approved by the Board of Directors for the Community Association, as provided in the Master Declaration.

#### **ARTICLE VI GENERAL PROVISIONS**

6.01. Enforcement. The Association and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration, as provide for enforcement under the Master Declaration.

6.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

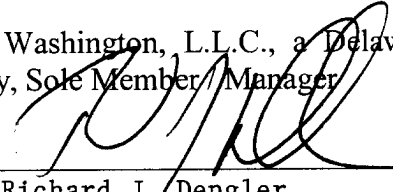
6.03. Amendment. The covenants and restrictions of this Supplementary Declaration shall run with and bind the Property, and may be amended as provided for under the Master Declaration.

6.04. Annexation. If the Declarant should develop additional lands within the area subject to the Master Declaration or this Supplementary Declaration, such additional lands may be annexed to the Property by Declarant as provided for annexation under the Master Declaration.

IN WITNESS WHEREOF, Declarant and Association have executed this  
Supplementary Declaration as of the date first above-written.

BROOKFIELD MORRIS, L.L.C., a Virginia limited  
liability company

By: Brookfield Washington, L.L.C., a Delaware limited  
liability company, Sole Member/Manager

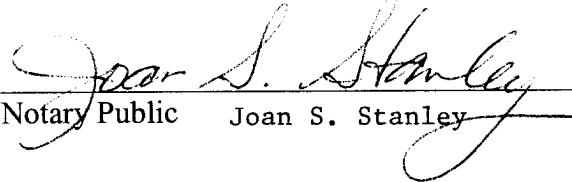
By:   
Name: Richard J. Dengler  
Its: Vice President

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

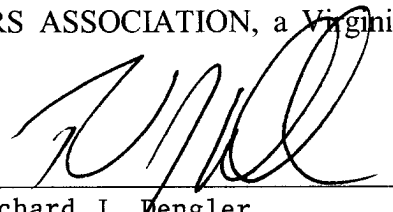
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby  
certify that Richard J. Dengler, whose name as Vice President of Brookfield  
Washington, L.L.C., a Delaware limited liability company, Sole Member and Manager of  
Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing  
Supplementary Declaration, has personally acknowledged the same before me in my aforesaid  
jurisdiction.

GIVEN under my hand and seal this 28th day of March, 2005.

My commission expires:  
7/31/08

  
Notary Public Joan S. Stanley

MEADOWS AT MORRIS FARM SOUTH  
HOMEOWNERS ASSOCIATION, a Virginia non-stock  
corporation

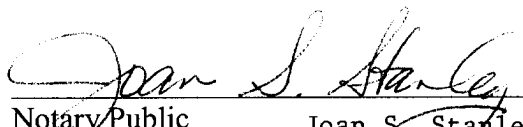
By:   
Name: Richard J. Dengler  
Title: President

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as President of Meadows at Morris Farm South Homeowners Association, a Virginia non-stock corporation, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 28th day of March, 2005.

My commission expires:  
7/31/08

  
Notary Public Joan S. Stanley



**SUPPLEMENTARY DECLARATION  
FOR  
MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION  
(THE MEADOW NEIGHBORHOOD)**

**THIS SUPPLEMENTARY DECLARATION** ("Supplementary Declaration") is made this 14<sup>th</sup> day of December, 2004, by BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company ("Declarant"), and MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation ("Association").

**RECITALS:**

A. Declarant is the owner of those certain lots or parcels of real property located in Prince William County, Virginia ("Property"), legally described as Lots 1 through 62, inclusive, and Parcels A, B, C and D, Section 9, Meadows at Morris Farm, as duly dedicated, platted and recorded by that certain Deed of Subdivision recorded as Instrument No. 200412090207847 among the land records of Prince William County, and as depicted on the subdivision plat recorded as Instrument No. 200412090207848 among said land records ("Plat").

B. The Property is subject to that certain Declaration for Meadows at Morris Farm (the "Master Declaration") recorded as Instrument Number 200412160212412 among the land records of Prince William County, Virginia, as it may be amended from time to time.

C. In accordance with Article 4 of the Master Declaration, Declarant reserved the right to subject real property described in Exhibit B attached to the Master Declaration to the terms and provisions thereof by means of a Supplementary Declaration recorded among the land records of Prince William County, Virginia.

D. The Master Declaration provides that every Owner (as defined therein) shall be a member of the Meadows at Morris Farm Community Association ("Community Association") and shall pay Assessments or charges as are properly fixed and established by the Community Association, e.g., for the purpose of maintaining and improving the Common Area and the Recreational Facilities in Meadows at Morris Farm, and of the Subassociation to be known as Meadows at Morris Farm South Homeowners Association. Declarant intends that the Owners of Lots within the Property shall also be members of the Community Association, in addition to being members of the Association.

E. It is the desire of Declarant to subject the Property to the terms of the Master Declaration by the recordation of this Supplementary Declaration. The covenants, conditions and restrictions created by this Supplementary Declaration shall be subordinate to the Master Declaration and any amendments thereto, and in the event that there is any conflict between this Supplementary Declaration and the Master Declaration, the provisions of the Master Declaration shall control.

RETURN TO: Compton & DuLing, L.C. - Box 15 - GHR  
14914 Jefferson Davis Highway  
Woodbridge, VA 22191

**NOW, THEREFORE,** in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated herein by reference and made a part hereof.

**ARTICLE I  
IMPOSITION OF MASTER DECLARATION**

1.01. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the provisions, easements, restrictions, covenants and conditions set forth in the Master Declaration which are for the purpose of protecting the value and desirability of, including, but not limited to, those provisions relating to Special Declarant Rights, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

1.02. All capitalized items in this Supplementary Declaration shall have the meanings set forth in the Master Declaration.

1.03. The Common Areas of the Property shall consist of Parcels A, B, C and D, as the same are depicted on the Plat.

**ARTICLE II  
SUBASSOCIATION ASSESSMENT**

2.01. In addition to, and not in lieu of, any assessment levied by the Community Association pursuant to the Community Association Documents, the Association shall assess each Lot within the Property for maintenance, management and upkeep of Common Areas, Private Streets, Alleys and Roadways, gates, sidewalks and parking areas, if any, located on the Property for which the Association is responsible pursuant to this Supplementary Declaration ("Subassociation Assessment").

2.02. The Association shall follow the procedure for assessments set forth in the Master Declaration, and each Owner of a Lot located on the Property shall be liable and subject to the limitations and enforcement set forth in the Master Declaration for assessments levied pursuant to this provision.

**ARTICLE III  
ASSOCIATION MAINTENANCE**

3.01. The Association shall be responsible for the maintenance, management and Upkeep of Common Areas, Private Streets, Alleys and Roadways, gates, sidewalks and parking areas, designated as Parcels A, B, C and D on the Plat, located on the Property. The Community Association shall be responsible for the maintenance, management and Upkeep of the landscape buffer easement along Rollins Ford Road shown on the Plat.

**ARTICLE IV  
EASEMENTS**

4.01. The Declarant, the Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel and all similar persons are hereby granted the easements, including the right to enter upon the Property (and any portion thereof) as provided by the Master Declaration, this Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association and Community Association, including in the event of emergencies and in the performance of proper governmental functions. The exercise of such easements shall be subject to the rights and limitations set forth in the Master Declaration, the Supplementary Declaration and the Articles of Incorporation and Bylaws of the Association and the Community Association.

**ARTICLE V  
ARCHITECTURAL CONTROL/COVENANTS**

5.01. The Board of Directors of the Association may appoint five (5) Owners to serve as a Covenants Committee which shall enforce the Association Design Guidelines, if any, following the procedures and limitations set forth for the Community Association's Covenants Committee in the Master Declaration; provided, however, the Covenants Committee may only enforce such Design Guidelines if such Design Guidelines, as promulgated by the Association, have been approved by the Board of Directors for the Community Association, as provided in the Master Declaration.

**ARTICLE VI  
SPECIAL PROVISIONS**

6.01. Parcel D, as shown on the Plat is an alley serving the Lots which are accessed by such Parcel as shown on the Plat. The Association shall perform all Upkeep of the alley located within Parcels D and all cost and expense of such Upkeep shall be assessed as a Limited Common Expense against the Lots served by Parcel D.

**ARTICLE VII  
GENERAL PROVISIONS**

7.01. Enforcement. The Association and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration, as provide for enforcement under the Master Declaration.

7.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.



7.03. Amendment. The covenants and restrictions of this Supplementary Declaration shall run with and bind the Property, and may be amended as provided for under the Master Declaration.

7.04. Annexation. If the Declarant should develop additional lands within the area subject to the Master Declaration or this Supplementary Declaration, such additional lands may be annexed to the Property by Declarant as provided for annexation under the Master Declaration.

**IN WITNESS WHEREOF,** Declarant and Association have executed this Supplementary Declaration as of the date first above-written.

BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company

By: [Signature]  
Name: Richard J. Dengler  
Title: Vice President, Brookfield Washington, L.L.C., Manager

STATE OF Virginia  
COUNTY OF Prince William, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as Vice President of Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing Supplementary Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 14<sup>th</sup> day of December, 2004.

My commission expires: 3/31/06

[Signature]  
Notary Public

\*of Brookfield Washington, L.L.C., Manager of [Signature]



MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation

By: [Signature]  
Name: Richard J. Dengler  
Title: President

STATE OF Virginia  
COUNTY OF Prince William, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as President of Meadows at Morris Farm South Homeowners Association, a Virginia non-stock corporation, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 14<sup>th</sup> day of December, 2004.

My commission expires:  
3/31/06

[Signature]  
Notary Public



**SUPPLEMENTARY DECLARATION  
FOR  
MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION  
(THE MEADOW NEIGHBORHOOD)**

**THIS SUPPLEMENTARY DECLARATION** (“Supplementary Declaration”) is made this 14<sup>th</sup> day of December, 2004, by BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company (“Declarant”), and MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation (“Association”).

**RECITALS:**

A. Declarant is the owner of those certain lots or parcels of real property located in Prince William County, Virginia (“Property”), legally described as Lots 1 through 66, inclusive, and Parcel A, Section 10, Meadows at Morris Farm, as duly dedicated, platted and recorded by that certain Deed of Subdivision recorded as Instrument No. 200412150211585 among the land records of Prince William County, and as depicted on the subdivision plat recorded as Instrument No. 200412150211586 among said land records (“Plat”).

B. The Property is subject to that certain Declaration for Meadows at Morris Farm (the “Master Declaration”) recorded as Instrument Number 200412160212412 among the land records of Prince William County, Virginia, as it may be amended from time to time.

C. In accordance with Article 4 of the Master Declaration, Declarant reserved the right to subject real property described in Exhibit B attached to the Master Declaration to the terms and provisions thereof by means of a Supplementary Declaration recorded among the land records of Prince William County, Virginia.

D. The Master Declaration provides that every Owner (as defined therein) shall be a member of the Meadows at Morris Farm Community Association (“Community Association”) and shall pay Assessments or charges as are properly fixed and established by the Community Association, e.g., for the purpose of maintaining and improving the Common Area and the Recreational Facilities in Meadows at Morris Farm, and of the Subassociation to be known as Meadows at Morris Farm South Homeowners Association. Declarant intends that the Owners of Lots within the Property shall also be members of the Community Association, in addition to being members of the Association.

E. It is the desire of Declarant to subject the Property to the terms of the Master Declaration by the recordation of this Supplementary Declaration. The covenants, conditions and restrictions created by this Supplementary Declaration shall be subordinate to the Master Declaration and any amendments thereto, and in the event that there is any conflict between this Supplementary Declaration and the Master Declaration, the provisions of the Master Declaration shall control.

RETURN TO: Compton & Duling, L.C. - Box 15 - GHR  
14914 Jefferson Davis Highway  
Woodbridge, VA 22191

**NOW, THEREFORE,** in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated herein by reference and made a part hereof.

**ARTICLE I  
IMPOSITION OF MASTER DECLARATION**

1.01. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the provisions, easements, restrictions, covenants and conditions set forth in the Master Declaration which are for the purpose of protecting the value and desirability of, including, but not limited to, those provisions relating to Special Declarant Rights, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

1.02. All capitalized items in this Supplementary Declaration shall have the meanings set forth in the Master Declaration.

1.03. The Common Areas of the Property shall consist of Parcel A, as the same is depicted on the Plat.

**ARTICLE II  
SUBASSOCIATION ASSESSMENT**

2.01. In addition to, and not in lieu of, any assessment levied by the Community Association pursuant to the Community Association Documents, the Association shall assess each Lot within the Property for maintenance, management and upkeep of Common Areas, gates, sidewalks and parking areas, if any, located on the Property ("Subassociation Assessment").

2.02. The Association shall follow the procedure for assessments set forth in the Master Declaration, and each Owner of a Lot located on the Property shall be liable and subject to the limitations and enforcement set forth in the Master Declaration for assessments levied pursuant to this provision.

**ARTICLE III  
ASSOCIATION MAINTENANCE**

3.01. The Association shall be responsible for the maintenance, management and Upkeep of Common Areas, gates, sidewalks and parking areas, designated as Parcel A and the retaining wall easement area on Lots 3 and 4 as shown on the Plat, located on the Property. The Community Association shall be responsible for the maintenance, management and Upkeep of the landscape buffer easement along Rollins Ford Road as shown on the Plat.

**ARTICLE IV  
EASEMENTS**

4.01. The Declarant, the Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel and all similar persons are hereby granted the easements, including the right to enter upon the Property (and any portion thereof) as provided by the Master Declaration, this Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association and Community Association, including in the event of emergencies and in the performance of proper governmental functions. The exercise of such easements shall be subject to the rights and limitations set forth in the Master Declaration, the Supplementary Declaration and the Articles of Incorporation and Bylaws of the Association and the Community Association.

**ARTICLE V  
ARCHITECTURAL CONTROL/COVENANTS**

5.01. The Board of Directors of the Association may appoint five (5) Owners to serve as a Covenants Committee which shall enforce the Association Design Guidelines, if any, following the procedures and limitations set forth for the Community Association's Covenants Committee in the Master Declaration; provided, however, the Covenants Committee may only enforce such Design Guidelines if such Design Guidelines, as promulgated by the Association, have been approved by the Board of Directors for the Community Association, as provided in the Master Declaration.

**ARTICLE VI  
SPECIAL PROVISIONS**

6.01. The ingress-egress easements shown on the Plat serving Lots 10 through 13, inclusive and Lots serving 9, 10, 19 and 20 shall be deemed Common Driveways and shall be subject to the Common Driveway provisions set forth in Article 18 of the Master Declaration. Provided, however, that all Upkeep of the Common Driveways within said easements shall be performed by the Owners of the Affected Lots served by such Common Driveways.

**ARTICLE VII  
GENERAL PROVISIONS**

7.01. Enforcement. The Association and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration, as provide for enforcement under the Master Declaration.

7.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.



7.03. Amendment. The covenants and restrictions of this Supplementary Declaration shall run with and bind the Property, and may be amended as provided for under the Master Declaration.

7.04. Annexation. If the Declarant should develop additional lands within the area subject to the Master Declaration or this Supplementary Declaration, such additional lands may be annexed to the Property by Declarant as provided for annexation under the Master Declaration.

**IN WITNESS WHEREOF**, Declarant and Association have executed this Supplementary Declaration as of the date first above-written.

BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company

By: [Signature]  
Name: Richard J. Dengler  
Title: Vice President, Brookfield Washington, L.L.C., Manager

STATE OF Virginia  
COUNTY OF Prince William, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler whose name as Vice President of Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing Supplementary Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 14<sup>th</sup> day of December, 2004.

My commission expires: 3/31/06

[Signature]  
Notary Public

\*of Brookfield Washington, L.L.C., Manager of [Signature]

MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation

By: [Signature]  
Name: Richard J. Dengler  
Title: President

STATE OF Virginia  
COUNTY OF Prince William, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler whose name as President of Meadows at Morris Farm South Homeowners Association, a Virginia non-stock corporation, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 14<sup>th</sup> day of December, 2004.

My commission expires: 3/31/06

[Signature]  
Notary Public

**SUPPLEMENTARY DECLARATION  
FOR  
MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION  
(THE MEADOW NEIGHBORHOOD)**

**THIS SUPPLEMENTARY DECLARATION** ("Supplementary Declaration") is made this 14<sup>th</sup> day of December, 2004, by BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company ("Declarant"), and MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation ("Association").

**RECITALS:**

A. Declarant is the owner of those certain lots or parcels of real property located in Prince William County, Virginia ("Property"), legally described as Lots 1 through 49, inclusive, and Parcels A, B, C and D, Section 11, Meadows at Morris Farm, as duly dedicated, platted and recorded by that certain Deed of Subdivision recorded as Instrument No. 200412160212904 among the land records of Prince William County, and as depicted on the subdivision plat recorded as Instrument No. 200412160212905 among said land records ("Plat").

B. The Property is subject to that certain Declaration for Meadows at Morris Farm (the "Master Declaration") recorded as Instrument Number 200412160212412 among the land records of Prince William County, Virginia, as it may be amended from time to time.

C. In accordance with Article 4 of the Master Declaration, Declarant reserved the right to subject real property described in Exhibit B attached to the Master Declaration to the terms and provisions thereof by means of a Supplementary Declaration recorded among the land records of Prince William County, Virginia.

D. The Master Declaration provides that every Owner (as defined therein) shall be a member of the Meadows at Morris Farm Community Association ("Community Association") and shall pay Assessments or charges as are properly fixed and established by the Community Association, e.g., for the purpose of maintaining and improving the Common Area and the Recreational Facilities in Meadows at Morris Farm, and of the Subassociation to be known as Meadows at Morris Farm South Homeowners Association. Declarant intends that the Owners of Lots within the Property shall also be members of the Community Association, in addition to being members of the Association.

E. It is the desire of Declarant to subject the Property to the terms of the Master Declaration by the recordation of this Supplementary Declaration. The covenants, conditions and restrictions created by this Supplementary Declaration shall be subordinate to the Master Declaration and any amendments thereto, and in the event that there is any conflict between this Supplementary Declaration and the Master Declaration, the provisions of the Master Declaration shall control.



**NOW, THEREFORE**, in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated herein by reference and made a part hereof.

**ARTICLE I  
IMPOSITION OF MASTER DECLARATION**

1.01. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the provisions, easements, restrictions, covenants and conditions set forth in the Master Declaration which are for the purpose of protecting the value and desirability of, including, but not limited to, those provisions relating to Special Declarant Rights, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

1.02. All capitalized items in this Supplementary Declaration shall have the meanings set forth in the Master Declaration.

1.03. The Common Areas of the Property shall consist of Parcels A, B, C and D, as the same are depicted on the Plat.

**ARTICLE II  
SUBASSOCIATION ASSESSMENT**

2.01. In addition to, and not in lieu of, any assessment levied by the Community Association pursuant to the Community Association Documents, the Association shall assess each Lot within the Property for maintenance, management and upkeep of Common Areas, gates, sidewalks and parking areas, if any, located on the Property ("Subassociation Assessment").

2.02. The Association shall follow the procedure for assessments set forth in the Master Declaration, and each Owner of a Lot located on the Property shall be liable and subject to the limitations and enforcement set forth in the Master Declaration for assessments levied pursuant to this provision.

**ARTICLE III  
ASSOCIATION MAINTENANCE**

3.01. The Association shall be responsible for the maintenance, management and Upkeep of Common Areas, Private Streets, Alleys and Roadways, gates, sidewalks and parking areas, designated as Parcels A, B, C and D on the Plat, located on the Property. The Community Association shall be responsible for the maintenance, management and Upkeep of Lot 50.

#### **ARTICLE IV EASEMENTS**

4.01. The Declarant, the Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel and all similar persons are hereby granted the easements, including the right to enter upon the Property (and any portion thereof) as provided by the Master Declaration, this Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association and Community Association, including in the event of emergencies and in the performance of proper governmental functions. The exercise of such easements shall be subject to the rights and limitations set forth in the Master Declaration, the Supplementary Declaration and the Articles of Incorporation and Bylaws of the Association and the Community Association.

#### **ARTICLE V ARCHITECTURAL CONTROL/COVENANTS**

5.01. The Board of Directors of the Association may appoint five (5) Owners to serve as a Covenants Committee which shall enforce the Association Design Guidelines, if any, following the procedures and limitations set forth for the Community Association's Covenants Committee in the Master Declaration; provided, however, the Covenants Committee may only enforce such Design Guidelines if such Design Guidelines, as promulgated by the Association, have been approved by the Board of Directors for the Community Association, as provided in the Master Declaration.

#### **ARTICLE VI SPECIAL PROVISIONS**

6.01. The ingress-egress easements shown on the Plat serving Lots 7 through 10, inclusive, shall be deemed "Common Driveways" in accordance with Article 18 of the Master Declaration and shall be subject to the Common Driveway provisions set forth in Article 18 of the Master Declaration. Provided, however, that all Upkeep of the Common Driveways within said easements shall be performed by the Owners of the Affected Lots served by such Common Driveways.

#### **ARTICLE VII GENERAL PROVISIONS**

7.01. Enforcement. The Association and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration, as provide for enforcement under the Master Declaration.

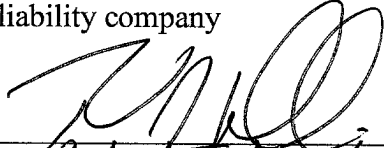
7.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

7.03. Amendment. The covenants and restrictions of this Supplementary Declaration shall run with and bind the Property, and may be amended as provided for under the Master Declaration.

7.04. Annexation. If the Declarant should develop additional lands within the area subject to the Master Declaration or this Supplementary Declaration, such additional lands may be annexed to the Property by Declarant as provided for annexation under the Master Declaration.

**IN WITNESS WHEREOF**, Declarant and Association have executed this Supplementary Declaration as of the date first above-written.

BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company

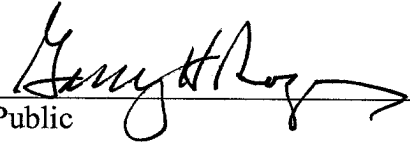
By:   
Name: Richard J. Dangler  
Title: Vice President, Brookfield Washington, L.L.C., Manager

STATE OF Virginia  
COUNTY OF Prince William, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dangler, whose name as Vice President of Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing Supplementary Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 14<sup>th</sup> day of December, 2004.

My commission expires: 3/31/06

  
Notary Public

\*of Brookfield Washington, L.L.C., Manager of PMW

MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation

By: [Signature]  
Name: Richard J. Dengler  
Title: President

STATE OF Virginia  
COUNTY OF Prince William, to wit:

I, the undersigned, a Notary Public in and for the County, and State aforesaid, do hereby certify that Richard J. Dengler, whose name as President of Meadows at Morris Farm South Homeowners Association, a Virginia non-stock corporation, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 14<sup>th</sup> day of December, 2004.

My commission expires: 3/31/06

[Signature]  
Notary Public

**SUPPLEMENTARY DECLARATION  
FOR  
MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION**

**THIS SUPPLEMENTARY DECLARATION** ("Supplementary Declaration") is made this 28th day of March, 2005, by **BROOKFIELD MORRIS, L.L.C.**, a Virginia limited liability company ("Declarant"), and **MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION**, a Virginia non-stock corporation ("Association").

**RECITALS:**

A. Declarant is the owner of that certain parcel of real property located in Prince William County, Virginia ("Property"), legally described as Parcel A, Section 3, Meadows at Morris Farm, as duly dedicated, platted and recorded by that certain Deed of Subdivision recorded as Instrument No. 200501250011838 among the land records of Prince William County, and as depicted on the subdivision plat recorded as Instrument No. 200501250011839 among said land records ("Plat").

B. The Property is subject to that certain Declaration for Meadows at Morris Farm (the "Master Declaration") recorded as Instrument No. 200412160212412 among the land records of Prince William County, Virginia, as it may be amended from time to time.

C. In accordance with Article 4 of the Master Declaration, Declarant reserved the right to subject real property described in Exhibit B attached to the Master Declaration to the terms and provisions thereof by means of a Supplementary Declaration recorded among the land records of Prince William County, Virginia.

D. The Master Declaration provides that every Owner (as defined therein) shall be a member of the Association and shall pay Assessments or charges as are properly fixed and established by the Association, e.g., for the purpose of maintaining and improving the Common Area and the Recreational Facilities in Meadows at Morris Farm.

E. It is the desire of Declarant to subject the Property to the terms of the Master Declaration by the recordation of this Supplementary Declaration. The covenants, conditions and restrictions created by this Supplementary Declaration shall be subordinate to the Master Declaration and any amendments thereto, and in the event that there is any conflict between this Supplementary Declaration and the Master Declaration, the provisions of the Master Declaration shall control.

**NOW, THEREFORE**, in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property

or any part thereof, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated herein by reference and made a part hereof.

## **ARTICLE I IMPOSITION OF MASTER DECLARATION**

1.01. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the provisions, easements, restrictions, covenants and conditions set forth in the Master Declaration which are for the purpose of protecting the value and desirability of, including, but not limited to, those provisions relating to Special Declarant Rights, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

1.02. All capitalized items in this Supplementary Declaration shall have the meanings set forth in the Master Declaration.

1.03. The Common Area of the Property shall consist of Parcel A, as the same is depicted on the Plat.

## **ARTICLE II ASSOCIATION MAINTENANCE**

2.01. The Association shall be responsible for the maintenance, management and Upkeep of the Common Area, designated as Parcel A on the Plat, located on the Property.

2.02. The Association shall be responsible for the maintenance, management and Upkeep of the landscape buffer easement shown on the Plat.

## **ARTICLE III EASEMENTS**

3.01. The Declarant, the Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel and all similar persons are hereby granted the easements, including the right to enter upon the Property (and any portion thereof) as provided by the Master Declaration, this Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association, including in the event of emergencies and in the performance of proper governmental functions. The exercise of such easements shall be subject to the rights and limitations set forth in the Master Declaration, the Supplementary Declaration and the Articles of Incorporation and Bylaws of the Association.

## **ARTICLE IV GENERAL PROVISIONS**

4.01. Enforcement. The Association and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by

the provisions of this Supplementary Declaration, as provide for enforcement under the Master Declaration.

4.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

4.03. Amendment. The covenants and restrictions of this Supplementary Declaration shall run with and bind the Property, and may be amended as provided for under the Master Declaration.

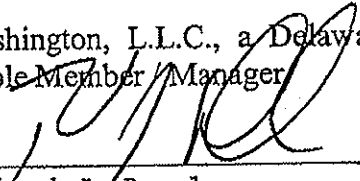
4.04. Annexation. If the Declarant should develop additional lands within the area subject to the Master Declaration or this Supplementary Declaration, such additional lands may be annexed to the Property by Declarant as provided for annexation under the Master Declaration.

[signatures continued on following pages]

IN WITNESS WHEREOF, Declarant and Association have executed this Supplementary Declaration as of the date first above-written.

BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company

By: Brookfield Washington, L.L.C., a Delaware limited liability company, Sole Member / Manager

By:   
Name: Richard J. Dengler  
Its: Vice President

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as Vice President of Brookfield Washington, L.L.C., a Delaware limited liability company, Sole Member and Manager of Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing Supplementary Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 28th day of March, 2005.

My commission expires:  
7/31/08

  
Notary Public Joan S. Stanley



MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION, a Virginia non-stock corporation

By: [Signature]  
Name: Richard J. Dengler  
Title: President

STATE OF Virginia  
COUNTY OF Fairfax, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as President of Meadows at Morris Farm Community Association, a Virginia non-stock corporation, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 28th day of March, 2005.

My commission expires:  
7/31/08

[Signature]  
Notary Public      Joan S. Stanley

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Prince William County, VA Pgs: 8  
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Michèle B. McQuigg, Clerk

**SUPPLEMENTARY DECLARATION  
FOR  
MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION  
(THE MEADOW NEIGHBORHOOD)**

**THIS SUPPLEMENTARY DECLARATION** ("Supplementary Declaration") is made this 19th day of April, 2010, by BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company ("Declarant"), LORETTA L. WHITACRE ("Whitacre"), MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. ("Beneficiary"); and MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation ("Association").

**RECITALS:**

A. Whitacre is the owner of that certain parcel of real property located in Prince William County, Virginia, legally described as Lot 50, Section 11, Meadows at Morris Farm, as duly dedicated, platted and recorded by that certain Deed of Subdivision recorded as Instrument No. 200412160212904 among the land records of Prince William County ("Subdivision Deed") and as depicted on the subdivision plat recorded as Instrument No. 200412160212904 among said land records ("Plat") and the improvements located thereon, being the property obtained by Whitacre by Deed recorded among the aforesaid land records as Instrument No. 200609070130360 as corrected by that certain Deed of Correction recorded among the aforesaid land records as Instrument No. 200701250010995 ("Lot 50").

B. The aforesaid Deed and Deed of Correction also provide in relevant part that Whitacre, her successors, heirs and assigns shall not perform any alteration or restoration of the Morris Farm House, being the building situated on Lot 50 in the location and of the dimensions that existed at the time of execution of the aforesaid Deed and Deed of Correction by Whitacre ("Morris Farm House"), unless such alteration or restoration is in accordance with the Secretary of Interior Standards for Rehabilitation and Guidelines for Historic Buildings (collectively, "Historic Guidelines").

C. Lot 50 is part of the Additional Land described in Exhibit B to that certain Declaration for Meadows at Morris Farm (the "Master Declaration") recorded as Instrument Number 200412160212412 among the land records of Prince William County, Virginia, as it may be amended from time to time.

D. By that certain Supplementary Declaration for Meadows at Morris Farm South Homeowners Association (The Meadow Neighborhood) ("MFS Declaration"), recorded as Instrument Number 200412160212912 among the land records of Prince William County, Virginia, and Declarant did subject certain real property as shown on the Plat and as more particularly described therein to the terms and conditions of the Declaration and to other covenants, conditions and restrictions more particularly set forth in said MFS Declaration.

RETURN TO: Compton & Duling, - Box 15 - LMM  
12701 Marblestone Drive  
Suite 350  
Prince William, VA 22192

E. Lot 50 is encumbered by the lien of that certain Deed of Trust recorded as Instrument No. 200702050016185 and as assigned to Beneficiary by assignment recorded as Instrument No. 200808060075750 all among the aforesaid land records (the "Deed of Trust"), by which Deed of Trust, Owner granted and conveyed the Lot 50 to the trustee described therein to secure a certain indebtedness unto Beneficiary.

F. In accordance with Article 4 of the Master Declaration, Declarant reserved the right, with the written consent of the Owner of and the holder of a Mortgage on Lot 50, to subject real property described in Exhibit B attached to the Master Declaration, or portions thereof, to the terms and provisions thereof by means of a Supplementary Declaration recorded among the land records of Prince William County, Virginia, subjecting any Lot to such additional covenants and restrictions as may be necessary to reflect the different characteristics of such Lot as are not inconsistent with the overall scheme of the Master Declaration.

G. The Master Declaration provides that every Owner (as defined therein) shall be a member of the Meadows at Morris Farm Community Association ("Community Association") and shall pay Assessments or charges as are properly fixed and established by the Community Association, e.g., for the purpose of maintaining and improving the Common Area and the Recreational Facilities in Meadows at Morris Farm and of the Subassociation known as Meadows at Morris Farm South Homeowners Association ("Association"). Declarant intends that the Owner of Lot 50 shall also be a member of the Community Association, in addition to being a member of the Association.

H. It is the desire of Declarant, with the joinder and approval of the Owner and the Beneficiary, to subject Lot 50 to the terms of the Master Declaration by the recordation of this Supplementary Declaration. The covenants, conditions and restrictions created by this Supplementary Declaration shall be subordinate to the Master Declaration and any amendments thereto, and in the event that there is any conflict between this Supplementary Declaration and the Master Declaration, the provisions of the Master Declaration shall control except as otherwise provided in Section 5.01 hereinbelow.

**NOW, THEREFORE,** in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant with the joinder and approval of the Owner and Beneficiary as evidenced by their signature herein, hereby declares that Lot 50 shall be held, sold and conveyed subject to the Master Declaration (as the same may be amended from time to time) and the following restrictions, covenants, conditions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, Lot 50 or any part thereof, and shall inure to the benefit of each Owner thereof. The Recitals are incorporated herein by reference and made a part hereof.

## **ARTICLE I IMPOSITION OF MASTER DECLARATION**

1.01. Declarant hereby declares that Lot 50 shall be held, sold and conveyed subject to the provisions, easements, restrictions, covenants and conditions set forth in the Master

Declaration except as modified herein in Section 5.01, which are for the purpose of protecting the value and desirability of, including, but not limited to, those provisions relating to Special Declarant Rights, and which shall run with, Lot 50, or any part thereof, and shall inure to the benefit of each Owner thereof.

1.02. All capitalized items in this Supplementary Declaration shall have the meanings set forth in the Master Declaration.

## **ARTICLE II SUBASSOCIATION ASSESSMENT**

2.01. In addition to, and not in lieu of, any assessment levied by the Community Association pursuant to the Community Association Documents, the Association shall assess Lot 50 for maintenance, management and upkeep of Common Areas, gates, sidewalks and parking areas, if any, as provided in Section 2.01 of the MFS Declaration ("Subassociation Assessment").

2.02. The Association shall follow the procedure for assessments set forth in the Master Declaration and the Owner of Lot 50 shall be liable and subject to the limitations and enforcement set forth in the Master Declaration for assessments levied pursuant to this provision.

## **ARTICLE III ASSOCIATION MAINTENANCE**

3.01. The Association's shall be responsible for the maintenance, management and Upkeep of Common Areas, Private Streets, Alleys and Roadways, gates, sidewalks and parking areas, designated as Parcels A, B, C and D on the Plat as provided in Section 2.01 of the MFS Declaration, however the Community Association shall not be responsible for the maintenance, management and Upkeep of Lot 50 and Whitacre, as the Owner of the Lot 50, hereby covenants and agrees that Whitacre, her successors and assigns in title shall be responsible for the maintenance, management and Upkeep of Lot 50.

## **ARTICLE IV ARCHITECTURAL CONTROL/COVENANTS**

4.01. The Board of Directors of the Association may appoint five (5) Owners to serve as a Covenants Committee which shall enforce the Association Design Guidelines, if any, following the procedures and limitations set forth for the Community Association's Covenants Committee in the Master Declaration; provided, however, the Covenants Committee may only enforce such Design Guidelines if such Design Guidelines, as promulgated by the Association, have been approved by the Board of Directors for the Community Association, as provided in the Master Declaration.

**ARTICLE V  
SPECIAL PROVISIONS**

5.01. For so long as Lot 50 is subject to the Historic Guidelines, the Morris Farm House shall be exempt from compliance with the covenants, conditions and restrictions contained in Article 9 of the Master Declaration, the Association Design Guidelines adopted pursuant to said Article 9 and any amendments thereto.

To the extent that there is a conflict between the Historic Guidelines and the covenants, conditions and restrictions created by the Association Documents or amendments thereto as they pertain to Lot 50 and any structural additions to the Morris Farm House, the provisions of the Historic Guidelines shall control.

**ARTICLE VI  
GENERAL PROVISIONS**

6.01. Enforcement. The Association and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration, as provide for enforcement under the Master Declaration.

6.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

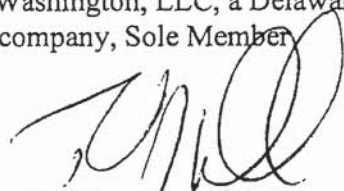
6.03. Amendment. The covenants and restrictions of this Supplementary Declaration shall run with and bind Lot 50, and may be amended as provided for under the Master Declaration.

6.04. Annexation. If the Declarant should develop additional lands within the area subject to the Master Declaration, the MFS Declaration or this Supplementary Declaration, such additional lands may be annexed to the property described therein by Declarant as provided for annexation under the Master Declaration.

IN WITNESS WHEREOF, Declarant, Whitacre and Association have executed this Supplementary Declaration as of the date first above-written.

BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company

By: Brookfield Washington, LLC, a Delaware limited liability company, Sole Member

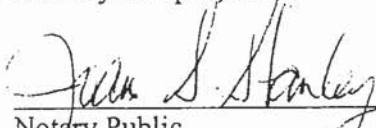
By:   
Name: Richard J. Dengler  
Title: Vice President for Manager

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as Vice President of Brookfield Washington, LLC, a Delaware limited liability company, Sole Member of Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing Supplementary Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 19th day of April, 2010.

My commission expires: 7/31/12  
Notary Registrtrion No. 127126

  
Notary Public  
Printed Name of Notary: Joan S. Stanley



Loretta Whitacre  
LORETTA L. WHITACRE

STATE OF VIRGINIA  
COUNTY OF PRINCE WILLIAM, to wit

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that LORETTA L. WHITACRE, whose name is signed to the foregoing Supplementary Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction this 13<sup>th</sup> day of APRIL, 2010.

GIVEN under my hand and seal this 13<sup>th</sup> day of APRIL, 2010.

My commission expires:

6/30/2013

Kaye Lynn Arenz  
Notary Public

Registration No.:  
356851

Printed Name of Notary:  
KAYE LYNN ARENZ



MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation

By: [Signature]  
Name: Richard J. Dengler  
Title: President

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as President of Meadows at Morris Farm South Homeowners Association, a Virginia non-stock corporation, is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 19th day of April, 2010.

My commission expires: 7/31/12  
Notary Registration No. 127126

[Signature]  
Notary Public  
Printed Name of Notary: Joan S. Stanley







**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.**

By: [Signature]  
Name: Shelley L. Hess  
Title: Assistant Secretary

STATE OF Maryland  
COUNTY OF Frederick, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Shelley L. Hess, whose name as Asst. Secretary of Mortgage Electronic Registration Systems Inc., is signed to the foregoing Declaration, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 10<sup>th</sup> day of August, 2010.

My commission expires:  
May 5, 2012


[Signature]  
Notary Public

Registration No.:  
N/A

Printed Name of Notary:  
Deborah A. Crummitt



Parent GPIN  
7396-52-8524  
7396-50-2199

  
Instr: 200807250071050 Pg: 1 of 3  
Prince William County, VA  
07/25/2008 10:37:18AM  
Michèle B. McGuigg, Clerk

5

**CORRECTIVE AMENDMENT TO DECLARATION**  
**FOR MEADOWS AT MORRIS FARM**

THIS CORRECTIVE AMENDMENT TO DECLARATION FOR MEADOWS AT MORRIS FARM (“Amendment”), is made this 17<sup>th</sup> day of July, 2008, by BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company (“Declarant”).

**RECITALS:**

A. The Declarant recorded that certain Declaration for Meadows at Morris Farm on December 16, 2004, as Instrument No. 200412160212412 among the land records of Prince William County, Virginia, as supplemented (the “Declaration”), in which the Declarant did submit certain real property to the terms and conditions of the Declaration as more particularly described therein.

B. Section 15.6 of the Declaration and Section 55- 515.2 of the Code of Virginia provide that the Declarant may unilaterally sign and record a corrective amendment or supplement to the Declaration to correct a mathematical mistake, an inconsistency or a scrivener’s error, or clarify an ambiguity in the Declaration with respect to an objectively verifiable fact (including without limitation recalculating the liability for Assessments or the number of votes in the Association appertaining to a Lot), within five years after the recordation of the Declaration containing or creating such mistake, error or ambiguity.

C. The Declarant desires to amend Section 6.1(d)(4) of the Declaration to correct a scrivener’s error in the amount of the “initial assessment” as written therein.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant, pursuant to the authority set forth in Section 15.6 of the Declaration and Section 55- 515.2 of the Code of Virginia, does hereby amend the first sentence of Section 6.1(d)(4) of the Declaration to delete the number “Two Hundred Fifty Dollars (“250.00”)” and replace it with the correct number of “Three Hundred Sixty Dollars (\$360.00)”.

Prepared by Compton & Duling, L.C.



Instr: 200807250071050  
Pg: 2 of 3

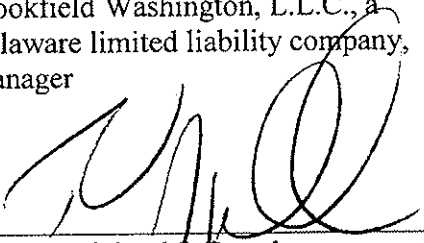
Except as expressly amended hereby, the Declaration remains in full force and effect and unmodified.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be signed pursuant to due and proper authority as of the date first set forth above.

BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company

By: Brookfield Washington, L.L.C., a Delaware limited liability company,  
Manager

By:   
Name: Richard J. Dengler  
Its: Vice President for Manager

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that, Richard J. Dengler whose name as Vice President of Brookfield Washington, L.L.C., Manager of Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing Amendment, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 17th day of July, 2008.

My commission expires: 7/31/12

Notary Registration No. 127126

  
Notary Public      Joan S. Stanley



GPIN: 7396-50-3594  
Parent GPINs:  
7396-52-8524  
7396-50-2199



201008270074230  
Prince William County, VA Pgs: 3  
08/27/2010 8:52:25AM  
Michèle B. McQuigg, Clerk

**AMENDMENT TO DECLARATION**  
**FOR MEADOWS AT MORRIS FARM**

THIS AMENDMENT TO DECLARATION FOR MEADOWS AT MORRIS FARM (“Amendment”), is made this 19th day of April, 2010, by BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company (“Declarant”).

**RECITALS:**

A. The Declarant recorded that certain Declaration for Meadows at Morris Farm on December 16, 2004, as Instrument No. 200412160212412 among the land records of Prince William County, Virginia, as supplemented (the “Declaration”), in which the Declarant did submit certain real property to the terms and conditions of the Declaration as more particularly described therein.

B. Section 4.1(b) of the Declaration provides in relevant part that the Declarant may unilaterally amend the description of the Additional Land as set forth in Exhibit B to the Declaration without the joinder or approval of the Meadows at Morris Farm Community Association (“Association”), any member, Owner or holder of a Mortgage to expand the land area referred to as the Additional Land whether or not such land is owned by the Declarant, and provided that such land is immediately adjacent to the Property or across a public right-of-way from the Property and does not increase the total acreage of the land originally described in Exhibits A and B to the Declaration by greater than ten percent in either land area or total number of dwelling units.

C. The Declarant desires at this time to amend the description of the Additional Land set forth in Exhibit B to the Declaration to add to it that certain lot known as Lot 50, Section 11, Meadows at Morris Farm as the same is duly dedicated patted and recorded in Instrument Number 200412160212904 (“Subdivision Deed”) among the land records of Prince William

Prepared by Compton & Duling, L.C.

BOX #5

Return to: Compton & Duling, L.C.  
12701 Marblestone Drive, Ste. 350  
Prince William, VA 22192

County, Virginia (the "Lot"), which Lot is commonly identified as Prince William County GPIN 7396-50-3594 and is more particularly shown on the plat attached to the Subdivision Deed and recorded as Instrument Number 200412160212905 among the aforesaid land records ("Plat"). The Plat provides that the Lot contains 46,008 square feet of land, more or less and is immediately adjacent to Property which is subject to the Declaration.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant, pursuant to the authority set forth in Section 4.1(b) of the Declaration does hereby amend Exhibit B to the Declaration to include the Lot as described hereinabove as a part of the Additional Land.

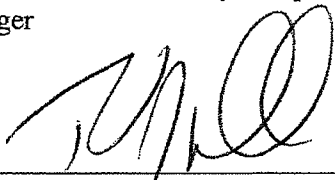
Except as expressly amended hereby, the Declaration remains in full force and effect and unmodified.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be signed pursuant to due and proper authority as of the date first set forth above.

BROOKFIELD MORRIS, L.L.C., a Virginia limited liability company

By: Brookfield Washington, L.L.C., a Delaware limited liability company, Manager

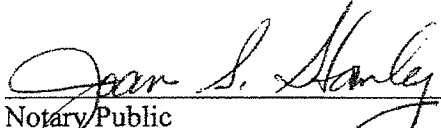
By:   
Name: Richard J. Dengler  
Its: Vice President for Manager

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard J. Dengler, whose name as Vice President of Brookfield Washington, L.L.C., Manager of Brookfield Morris, L.L.C., a Virginia limited liability company, is signed to the foregoing Amendment, has personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 19th day of April, 2010.

My commission expires: 7/31/12  
Notary Registration No. 127126

  
Notary Public  
Printed Name of Notary: Joan S. Stanley



201111070092057  
Prince William County, VA Pgs: 4  
11/07/2011 12:20:38PM  
Michèle B. McQuigg, Clerk

Consideration: -\$0-

Prepared by and return to:  
Chadwick, Washington, et al.  
9990 Fairfax Blvd., Ste. 200  
Fairfax, VA 22030

**AMENDMENT TO THE SUPPLEMENTARY DECLARATIONS  
FOR  
MEADOWS AT MORRIS FARM  
(SECTIONS 1, 2, 4, 5, 6, 7, 8, 9, 10, AND 11)**

**THIS AMENDMENT** to the Supplementary Declarations for Meadows at Morris Farm is hereby made this 2<sup>nd</sup> day of November, 2011, by **MEADOWS AT MORRIS FARM SOUTH HOMEOWNERS ASSOCIATION n/k/a MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION, MEADOWS AT MORRIS FARM NORTH HOMEOWNERS ASSOCIATION n/k/a MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION, and MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION**, Grantors and Grantees for indexing purposes.

**WITNESSETH THAT:**

**WHEREAS**, the Declarant, Brookfield Morris, L.L.C., executed the Declaration for Meadows at Morris Farm ("Declaration") and caused said Declaration to be recorded on December 16, 2004 among the land records of Prince William County, Virginia, at Instrument Number 200412160212412;

**WHEREAS**, Declarant, Brookfield Morris, L.L.C., executed various Supplementary Declarations, as referenced below, for different sections of the Meadows at Morris Farm development and containing various provisions relating to Meadows at Morris Farm South Homeowners Association ("South HOA"), Meadows at Morris Farm North Homeowners Association ("North HOA") and Meadows at Morris Farm Community Association ("Community Association");

**WHEREAS**, on July 20, 2011, the members of the North HOA, the South HOA, and the Community Association approved the merger of the North HOA and South HOA into the Community Association, with the Community Association being the survivor of the merger, with said merger effective as of November 1, 2011 (the "Merger");

**WHEREAS**, pursuant to the terms of the Merger and amendment procedures contained in the Declaration and the applicable Supplementary Declarations referenced below, the members of the North HOA, South HOA and Community Association approved amendments to the Supplementary Declarations as referenced below on July 20, 2011 by the requisite vote at meetings of each of said associations at which a quorum was present at each;

**NOW, THEREFORE**, the Supplementary Declarations for Meadows at Morris Farm are hereby amended as set forth below:

1. The Supplementary Declarations recorded among the Land Records at Instrument Number 200412160212415 (pertaining to Section 9 of Meadows at Morris Farm), at Instrument Number 200412160212416 (pertaining to Section 10 of Meadows at Morris Farm), at Instrument Number 200412160212912 (pertaining to Section 11 of Meadows at Morris Farm), at Instrument Number



200504050053038 (pertaining to Section 6 of Meadows at Morris Farm), at Instrument Number 200504050053039 (pertaining to Section 7 of Meadows at Morris Farm), and at Instrument Number 200504050053040 (pertaining to Section 8 of Meadows at Morris Farm) are hereby amended as follows:

- a. All references to Meadows at Morris Farm South Homeowners Association (also referred to as the "Association") shall be deemed to instead refer to the Meadows at Morris Farm Community Association (also referred to as "the Community Association").
  - b. Recital D is amended to delete the phrases ", and of the Subassociation to be known as Meadows at Morris Farm South Homeowners Association" in the first sentence of said recital, and ", in addition to being members of the Association" in the second sentence of said recital.
  - c. Article II (Subassociation Assessment) is deleted in its entirety.
  - d. Article V (Architectural Control/Covenants) is deleted in its entirety.
2. The Supplementary Declaration recorded among the Land Records at Instrument Number 201008270074231 (pertaining to Lot 50, Section 11 of Meadows at Morris Farm), is hereby amended as follows:
- a. All references to Meadows at Morris Farm South Homeowners Association (also referred to as the "Association") shall be deemed to instead refer to the Meadows at Morris Farm Community Association (also referred to as "the Community Association").
  - b. Recital G is amended to delete the phrases "and of the Subassociation to be known as Meadows at Morris Farm South Homeowners Association ("Association")" in the first sentence of said recital, and ", in addition to being a member of the Association" in the second sentence of said recital.
  - c. Article II (Subassociation Assessment) is deleted in its entirety.
  - d. Article IV (Architectural Control/Covenants) is deleted in its entirety.
3. The Supplementary Declarations recorded among the Land Records as Instrument Number 200412160212413 (pertaining to Section 1 of Meadows at Morris Farm), as Instrument Number 200412160212414 (pertaining to Section 4 of Meadows at Morris Farm), as Instrument Number 200504050053035 (pertaining to Section 2 of Meadows at Morris Farm), as Instrument Number 200504050053037 (pertaining to Section 5 of Meadows at Morris Farm) are hereby amended as follows:
- a. All references to Meadows at Morris Farm North Homeowners Association (also referred to as the "Association") shall be deemed to instead refer to the Meadows at Morris Farm Community Association (also referred to as "the Community Association").
  - b. Recital D is amended to delete the phrases ", and of the Subassociation to be known as Meadows at Morris Farm North Homeowners Association" in the first sentence of said recital, and ", in addition to being members of the Association" in the second sentence of said recital.
  - c. Article II (Subassociation Assessment) is deleted in its entirety.
  - d. Article V (Architectural Control/Covenants) is deleted in its entirety.

EXCEPT as modified by this Amendment, all of the terms and provisions of the Declaration and Supplementary Declarations, as may have been previously amended, remain in full force and effect.

IN WITNESS WHEREOF, the president of Meadows at Morris Farm Community Association has executed this Amendment to the Supplementary Declarations for Meadows at Morris Farm (Sections 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11), and hereby certifies that this Amendment was duly adopted by the required percentage of members of the Community Association and the members of the South HOA and North HOA (which no longer exist as a result of the Merger effective November 1, 2011) in accordance with the procedures in Article 15 of the Declaration and the applicable amendment provisions in the Supplementary Declarations amended hereby.

SIGNED:

 [signed]  
Meadows at Morris Farm Community Association

Jessica Azzarano  
NOTARY PUBLIC #7148953  
Commonwealth of Virginia  
My Commission Expires:  
02/28/15

BY: Eric M. Lippold [printed name]  
President/Director

Date: 11/2, 2011

COMMONWEALTH OF VIRGINIA  
COUNTY OF Prince William:


I, the undersigned, a Notary Public in and for the County and Commonwealth aforesaid, do hereby certify that ERIC M. LIPPOLD, whose name is signed as President/Director of Meadows at Morris Farm Community Association to the foregoing Amendment instrument, has acknowledged the same before me in my County and Commonwealth aforesaid, and acknowledged the writing was signed pursuant to due and proper authority on behalf of the Association.

Given under my hand this 2<sup>nd</sup> day of November 2011.

  
Notary Public (SEAL)

My Notary Registration No. is: 7148953  
My Commission Expires: February 28, 2015

ATTEST:

 [signed]  
~~David~~  
Mark Jones [printed name]  
Secretary/Director  
Meadows at Morris Farm Community Association

Date: 11/2, 2011

[notary block follows on next page]

Jessica Azzarano  
NOTARY PUBLIC #7148953  
Commonwealth of Virginia  
My Commission Expires:  
02/28/15

COMMONWEALTH OF VIRGINIA  
COUNTY OF Prince William:

I, the undersigned, <sup>David</sup> a Notary Public in and for the County and Commonwealth aforesaid, do hereby certify that ~~MARK JONES~~, whose name is signed as Secretary of Meadows at Morris Farm Community Association to the foregoing Amendment instrument, has acknowledged the same before me in my County and Commonwealth aforesaid, and acknowledged the writing was signed pursuant to due and proper authority on behalf of the Association.

Given under my hand this 2<sup>nd</sup> day of November 2011.

Jessica Azzarano

Notary Public

(SEAL)

My Notary Registration No. is: 7148953  
My Commission Expires: February 28, 2015

This amendment is prepared without benefit of title examination.