

BOOK 524 PAGE 140 GIVEN under my hand and seal this 11th day of February, 1971.

Shirley Ireland
Notary Public

VIRGINIA: In the office of the Clerk of the Circuit Court of Loudoun County,

FEB. 12 1971 at 3:16 P.M. The foregoing instrument was this day presented in said office and, with certificate annexed, admitted to record.

Teste: *J. T. Martz* Clerk

By *Louise S. Hutchison*, Deputy Clerk



315

DECLARATION

THIS DECLARATION is made and executed this 11th day of *February* 1971, by BOISE CASCADE BUILDING COMPANY, a Maryland corporation (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Developer is the fee simple owner of certain real property located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property"), and desires to develop therein a residential community together with common lands and facilities for recreational purposes for the benefit of such community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common lands and facilities; and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions") as hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an agency to which will be delegated and assigned the powers of maintaining and administering the community facilities; administering and enforcing the

Filed 3-1-71
Boise Cascade Bldg Co.
905 Silver Spring Dr.
Silver Spring, Md.
690-7415

See Supplemental Declaration
538-693 562-686
539-444
557-6
558-98
562-681
585-376
588-43
593-776
606-658
690-7415

Supplemental Declaration 743-69

covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated or intends to incorporate under the laws of the State of Virginia, as a non-profit corporation the Sugarland Run Homeowners Association, Inc. for the purpose of exercising the functions aforesaid; and

WHEREAS, the Developer desires that the Restrictions shall run with, burden, and bind the Property;

NOW, THEREFORE, the Developer hereby declares the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the Restrictions hereinafter set forth, for and during the period of time hereinafter specified.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplement hereto (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Sugarland Run Homeowners Association, Inc., its successors and assigns.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article III hereof.

(c) "Common Areas" shall mean and refer to those areas and/or "Green Area" of land designated "Common Area" on any recorded subdivision plat of The Properties, but shall not include any area designated "Townhouse Common Area". "Common Areas" include the real property described in Exhibit B attached hereto and made a part hereof, which shall be owned by the Association at the time of the conveyance of the first Lot by the Developer to an Owner. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public.

(d) "Living Unit" shall mean and refer to any portion of a Multifamily Structure situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(e) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such Living Unit is situated upon its own individual Lot.

(f) "Lot" shall mean and refer to any plot of land intended and subdivided for single family residential use shown upon one of the recorded subdivisions maps of The Properties, but shall not include the Common Areas as herein defined.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Multifamily Structure but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1, hereof.

(i) "Mortgage" shall mean and refer to any mortgage, deed of trust or other similar instrument granted as security for the performance of any obligation.

(j) "Party Fence" shall mean and refer to a fence situated, or intended to be situated, on the boundary line between adjoining properties.

(k) "Party Wall" shall mean and refer to the entire wall, all or a portion of which is used for support of each adjoining property, situated, or intended to be situated, on the boundary line between adjoining properties.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or Multifamily Structure which is subject to assessment shall be a member of the Association, provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Multifamily Structure which is subject to assessment.

Section 2. The Association shall have three classes of voting membership:

Class A. Class A members shall be all Lot Owners (with the exception of the Developer and Owners of Multifamily Structures) and shall be entitled to two (2) votes for each Lot owned. When more than one person holds an interest in any Lot, all persons shall be members. The votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than two votes be cast with respect to any Lot.

Class B. The Class B members shall be the Owners of Multifamily Structures, and each Owner shall be entitled to one vote for each Living Unit in a Multifamily Structure so owned provided that the vote of the Class B members shall not have a weight in excess of forty-nine percent (49%) of the total vote cast in any matter.

Class C. The Class C member shall be the Developer, its successors and assigns, and shall be entitled to six (6) votes for each Lot owned by the Developer, and six (6) votes for each Living Unit in a Multifamily Structure owned by the Developer. The Class C membership shall cease and be converted to Class A or Class B membership, as the case may be, on the happening of either of the following events, whichever, occurs earlier:

(a) when the total votes outstanding in the Class A and Class B membership together equal the total votes outstanding in the Class C membership, or

(b) at the expiration of three (3) years from the date of this Declaration, provided that if a Supplemental Declaration is filed annexing additional land to the Properties pursuant to Article III at any time or times prior to the expiration of said three (3) year period (as the same may have been extended by the filing of any Supplemental Declaration), such period shall be extended each such time until the expiration of three (3) years from the date of filing of the last such Supplemental Declaration.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Existing Property.

All that property located in Broad Run Magisterial District, Loudoun County, Virginia, described in Exhibit A attached hereto and made a part hereof.

Section 2. Additions to the Properties By the Association.

Annexation of additional land shall require the assent of two-thirds of the Class A membership, two-thirds of the Class B membership

and two-thirds of the Class C membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership or two-thirds (2/3) of the Class C membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat. Such annexation shall be effectuated by filing for record among the land records of Loudoun County, Virginia, a Supplemental Declaration with respect to such additional land.

Section 3. Additions to The Properties by Developer.

Notwithstanding the provisions of Section 2 of this Article III, if the Developer, its successors and assigns, should develop additional lands contiguous to the Properties, such additional lands may be annexed to The Properties at any time prior to the expiration of seven (7) years after the date of this Declaration without the assent of the Class A members or the Class B members by filing for record among the Land Records of Loudoun County, Virginia, a Supplemental Declaration with respect to such additional lands; provided, however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the

Veterans Administration with the processing papers for the first section.

Detailed plans for the development of additional lands must be submitted to the FHA or the VA prior to such development. If either the FHA or the VA determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Developer, the annexation of the additional lands to The Properties must have the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of the Class A and Class B membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. Mergers.

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger; provided, however, that

such merger shall have been approved by the vote of two-thirds of the Class A membership, two-thirds of the Class B membership and two-thirds of the Class C membership, if any, at a meeting duly called for such purpose, in accordance with the provisions of Section 2 of this Article III. The provisions of Section 2 of this Article III with respect to notice, quorum, adjournment and proxies shall apply to any vote required under this Section 4. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within The Properties except as hereinafter provided.

Section 5. Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its By-Laws, the owner of any property who desires to add it to the scheme of this Declaration and subject it to the jurisdiction of the Association, may file for record among the Land Records of Loudoun County, Virginia, a Supplementary Declaration so effecting the same; provided, however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Owners' Easements of Enjoyment. Subject to the provisions of Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement, shall be appurtenant to and shall pass with the title to every Lot, Living Unit and Multifamily Structure.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said properties and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder, provided, however, that no such borrowing or mortgaging shall be made unless approved by the vote of two-thirds of the Class A membership, two-thirds of the Class B membership and two-thirds of the Class C membership, if any, at a meeting duly called for such purpose, in accordance with the provisions of Section 2 of Article III. The provisions of Section 2 of Article III with respect to notice, quorum, adjournment and proxies shall apply to any vote required under this Section 2(a);

(b) the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;

(c) the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member in the

recreational facilities for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations;

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Areas; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership, two-thirds (2/3) of the votes of the Class B membership and two-thirds (2/3) of the votes of the Class C membership, if any, has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the action is sent to every member at least sixty (60) days in advance of any action taken.

Section 3. Delegation of Use. Any Owner may delegate his rights of enjoyment to the Common Areas and facilities to the members of his family, tenants, or contract purchasers (and members of the family of any tenant or contract purchaser) who reside on the property or to such other persons as may be permitted by the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for itself and its successors and assigns, and for each Lot or Multifamily Structure owned within the Property, hereby covenants, and each Owner of any Lot or Multifamily Structure by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title (other than as a lien on the land) unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property.

and in particular for the improvement and maintenance of properties, and the homes situated therein, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Monthly Assessments. On the first day of the month following the conveyance of the Common Areas to the Association and until January 1 of the year immediately following such conveyance, the monthly assessment imposed upon each Class A member of the Association shall be at the rate of Ten Dollars and Fifty Cents (\$10.50) per Lot, the monthly assessment imposed upon each Living Unit in a Multifamily Structure owned by a Class E member shall be at the rate of Five Dollars and Twenty five Cents (\$5.25) per Living Unit, and the monthly assessment imposed upon each Lot or Living Unit owned by the Class C member shall be at the rate of Five Dollars and Twenty-five Cents (\$5.25) per Lot or Living Unit. The monthly assessment may be increased as hereinafter provided in Section 5 of this Article V.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the monthly assessment for any year in an amount not in excess of the maximum, and may provide for the payment of such assessment on an annual basis, rather than in monthly installments, if the amount of such annual assessment does not exceed Forty Dollars (\$40.00), provided that it shall be an affirmative obligation of the Association and its Board of Directors, to fix such assessments at an amount sufficient to maintain and operate the Common Areas and facilities; and provided further than the monthly assessment imposed upon a Living Unit owned by a Class B member

and the monthly assessment imposed on a Lot or Living Unit owned by the Class C member shall always equal fifty percent (50%) of the monthly assessment imposed on a Lot owned by a Class A member.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized by Section 3 of this Article V, the Association may levy in any assessment year a special assessment (which must be fixed at one uniform rate for each Lot owned by a Class A member and a similar uniform rate for each Living Unit in a Multifamily Structure owned by a Class B member and for each Lot or Living Unit owned by the Class C member equal to one half of the uniform rate for each Lot owned by a Class A member) applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Change in Maximum of Monthly Assessments. From and after the first day of the calendar month immediately following the conveyance of the first Lot to an Owner, the Board of Directors of the Association may, without a vote of the members of the Association, prospectively increase the maximum of the monthly assessments (fixed by Section 3 hereof) to an amount which is the greater of (i) five percent (5%) above the monthly assessments for the previous December or (ii) the monthly assessment fees stated in the first paragraph of Section 3 of this Article V.

The Association may prospectively increase the maximum of the assessments above the amount permitted pursuant to the preceding sentence, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

The monthly assessment imposed on a Living Unit owned by a Class B member and the monthly assessment imposed on a Lot or Living Unit owned by the Class C member shall always equal fifty percent (50%) of the monthly assessment imposed on a Lot owned by a Class A member.

Section 6. Quorum for any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Sections 4 and 5 of this Article V, shall be as follows: At the first meeting called, as provided in Sections 4 and 5 of this Article V, the presence at the meeting of members or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at such subsequent meeting shall be one-half (1/2) of

the required quorum at the preceding meeting, provided that such subsequent meeting shall not be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Monthly Assessments:

Due Dates. The monthly assessments as to all Lots shall commence on the first day of the month following the conveyance of the Common Areas to the Association.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. In the event of any change in the monthly assessments as set forth herein, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Multifamily Structure for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the Lots and Multifamily Structures and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid, or the amount of any unpaid assessment. A reasonable charge may be made by the Association for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien; Remedies of Association. If any assessment is not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot or Multifamily Structure which shall bind such Lot or Multifamily Structure in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to such lien rights, the personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title (other than as a lien on the land) unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum and the Association may bring legal action against the Owner personally obligated to pay the same or

may enforce or foreclose the lien against the property; and in the event a judgment is obtained, such judgment shall include interest on the assessments above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. No Owner of a Lot or Multifamily Structure may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or its Lot or Multifamily Structure.

Section 10. Subordination of the Lien to First Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Multifamily Structure shall not affect the assessment lien. However, the sale or transfer of any Lot or Multifamily Structure by foreclosure of any first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Multifamily Structure from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use; and (b) all Common Areas as defined in Article 1, Section 1, hereof. Notwithstanding any provisions herein, no land or improvements now devoted or intended in the future to be devoted to dwelling use shall be exempt from said assessments, charges or liens.

PARTY WALLS OR PARTY FENCES

Section 1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction of the homes upon The Properties and any replacement thereof. In the event that any portion of any structure, as originally constructed by the Developer, including any party wall or fence, shall protrude over an adjoining lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lot or lots, and Owners shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements in conformance with the original structure, party wall or fence constructed by the Developer. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence may restore it, and if the Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or party fence, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and be binding upon the parties.

ARTICLE VII

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon as provided in Article VIII hereof, the Association, after approval by two-thirds (2/3) vote

of the Board of Directors shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII

MAINTENANCE OF PROPERTY

Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

ARTICLE IX

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE X
GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot or Multifamily Structure subject to this Declaration, their respective legal representative, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by Owners holding not less than two-thirds (2/3) of the votes of the membership has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than Ninety percent (90%) of the votes of the membership at any time until the end of the initial twenty (20) year term of this Deed and thereafter by an instrument signed by the Owners holding not less than seventy five percent (75%) of the votes of the membership. Any amendment must be properly recorded to be effective.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this instrument shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any

lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot or Multifamily Structure violating these covenants and restrictions and shall constitute a lien on the Lot or Multifamily Structure collectible in the same manner as assessments hereunder.

Section 4. Assignability. Developer, its successors and assigns, shall at all times have the right to fully transfer and assign any or all of its rights and powers under this Declaration, subject to Developer's obligations hereunder.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 6. FHA/VA Approval. As long as there is a Class C membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Areas, amendment of this Declaration, and mortgaging of Common Areas.

IN WITNESS WHEREOF, BOISE CASCADE BUILDING COMPANY has caused this instrument to be executed by Fred Kohler; its Vice President, and its corporate seal to be hereunto affixed and attested by Pete J. Seaman, its Assistant Secretary, on the day and year first above written.

ATTEST:

Pete J. Seaman
Assistant Secretary

BOISE CASCADE BUILDING COMPANY
By Fred Kohler
Vice President

State of Maryland)
County of Prince George's) to wit:

I, Shirley Kresland, a Notary Public in and for the State and County aforesaid, do certify that Fred Hoker and Rute J. Leamudo, whose names are signed to the writing above bearing date on the 11th day of February, 1971, as Vice President and Assistant Secretary of Boise Cascade Building Company, have acknowledged the same before me in my county aforesaid.

Given under my hand this 11th day of February, 1971.

My commission expires: July 1, 1974 Shirley Kresland
Notary Public



EXHIBIT "A"

The Property referred to herein is described as Lots 11 to 114, both inclusive, and Lots 127 to 284, both inclusive, Parcels One (1) and Nine, and Green Area Parcels 2, 3, 4, 5, 6 and 7, as the same appear on the plats of SECTION ONE, SUGARLAND RUN, recorded among the land records of Loudoun County, Virginia, in Deed Book 517 at Page 477, et seq.

EXHIBIT "B"

The Common Areas referred to herein are described as Parcels One (1) and Nine and Green Area Parcels 2, 3, 4, 5, 6 and 7, as the same appear on the plats of SECTION ONE, SUGARLAND RUN, recorded among the land records of Loudoun County, Virginia, in Deed Book 517 at Page 477, et seq.

VIRGINIA: In the office of the Clerk of the Circuit Court of Loudoun County, FEB. 12 1971 at 3:12 P.M. The foregoing instrument was this day presented in said office and, with certificate annexed, admitted to record.

Teste: J. T. Marty Clerk
By Louisa S. Hutchins, Deputy Clerk

*Boise Cascade Bldg Co.
425 S. ...
Fred Hoker
Rute J. Leamudo*