

1971

DECLARATION

THIS DECLARATION is made and executed this 27 day of July, 1970, 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

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

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.

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 or Living Unit owned. 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 ten (10) 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 FIIA or the VA prior to such development. If either the FIIA 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.

Section. 6. Effect of Annexation. In the event that any additional lands are annexed to The Properties pursuant to Section 2, Section 3 or Section 5 of this Article III, (a) such additional lands shall be considered within the definition of "The Properties" for all purposes of this Declaration, and (b) all voting of each class of the membership of the Association, and all voting by the Owners hereunder, shall be aggregated as a single vote, it being intended that any voting requirements need not be fulfilled separately for the real property described in Exhibit A and for each tract of additional lands described in a Supplemental Declaration.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Owners' Easements of Enjoyment. Subject to the provisions of Section 3 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. Title to Common Areas. The Developer may retain the legal title to the Common Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association shall be able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the Common Areas to the Association, free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, not later than December 31, 1985.

Section 3. 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 3 (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;

(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; and

(f) the right of the Developer prior to the conveyance of the Common Areas to the Association, and of the Association, to grant and reserve easements and rights of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities.

Section 4. 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, Living Unit or Multifamily Structure owned within the Property, hereby covenants, and each Owner of any Lot, Living Unit 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 Annual Assessments.

Commencing with the conveyance of the first Lot, Living Unit or land on which is to be constructed a Multifamily Structure from the Developer to an Owner and until January 1 of the year immediately following such conveyance, the annual assessment imposed upon each Class A member of the Association shall be at the rate of One Hundred Twenty Five Dollars (\$125.00) per Lot or Living Unit, payable in equal monthly installments, the annual assessment imposed upon each Living Unit in a Multifamily Structure owned by a Class B member shall be at the rate of Sixty Two Dollars and Fifty Cents (\$62.50) per Living Unit, payable in equal monthly installments, and the annual assessment imposed upon each Lot or Living Unit owned by the Class C member shall be at the rate of Sixty Two Dollars and Fifty Cents (\$62.50) per Lot or Living Unit, payable in equal monthly installments. From and after December 31, 1970 the annual 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 annual assessment for any year at a lesser amount, 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 annual assessment imposed upon a Living Unit owned by a Class B member and the annual assessment imposed on a Lot or Living Unit owned by the Class C member shall always equal fifty percent (50%) of the annual assessment imposed on a Lot or Living Unit owned by a Class A member.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual 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 all Lots and Living Units owned by Class A members and a similar uniform rate for each Living Unit in a Multifamily Structure owned by a Class B member equal to one half of the uniform rate for all Lots and Living Units owned by Class A members) applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder, 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 Annual Assessments. The

Board of Directors of the Association may, without a vote of the members of the Association, prospectively increase the maximum of the annual assessments (fixed by Section 3 hereof) to any amount which is not more than five percent (5%) above the annual assessments for the previous year.

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 annual assessment imposed on a Living Unit owned by a Class B member and the annual assessment imposed on a Lot or Living Unit owned by the Class C member shall always equal fifty percent (50%) of the annual assessment imposed on a Lot or Living Unit 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 Annual Assessments

Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the first Lot, Living Unit or land for the construction of a Multifamily Structure from the Developer to an Owner and shall be due and payable thereafter on January 1 of each succeeding year. For the calendar year in which a Living Unit or land for the construction of a Multifamily Structure is conveyed by the Developer to an Owner, the Owner shall, on the date of such conveyance, pay that portion of the annual assessment for such calendar year which the remaining number of full calendar months in such calendar year bears to twelve (12).

The due date of any special assessment under Section 4 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 annual assessments as set forth herein, the Board of Directors of the Association shall fix the date of commencement and amount of the assessment against each Lot, Living Unit 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 Living Units 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, Living Unit or Multifamily Structure which shall bind such Lot, Living Unit 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, Living Unit 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, Living Unit 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, Living Unit or Multifamily Structure shall not affect the assessment lien. However, the sale or transfer of any Lot, Living Unit 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, Living Unit 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.

ARTICLE VIPARTY 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

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, Living Unit 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 the then Owners of two-thirds (2/3) of the Lots, Living Units and Multifamily Structures 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 seventy-five percent (75%) 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 two-thirds (2/3) 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, Living Unit or Multifamily Structure violating these covenants and restrictions and shall constitute a lien on the Lot, Living Unit 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 J. A. Kober; its Vice President, and its corporate seal to be hereunto affixed and attested by Pete J. Scamardo, its Assistant Secretary, on the day and year first above written.

ATTEST:

BOISE CASCADE BUILDING COMPANY

Pete J. Scamardo
Assistant Secretary

By J. A. Kober
Vice President

State of Maryland)
County of Prince Georges) to wit:

I, Shirley Vreeland, a Notary Public in and for
the State and County aforesaid, do certify that J. A. Kober
and Pete J. Scamardo, whose names are signed to the writing
above bearing date on the 27 day of July, 1970, 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 27 day of July, 1970.

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

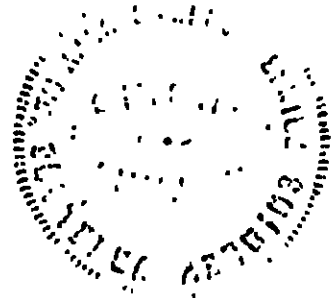


EXHIBIT A
LEGAL DESCRIPTION
SECTION ONE
SUGARLAND RUN

Being a portion of the land of Boise Cascade Building Co. situated in the Broad Run Magisterial District, Loudoun County, Virginia.

Beginning at a point formed by the intersection of the easterly line of Virginia State Route #637, being forty feet wide, and the southerly line of property of the Western Pocahantas Corp., thence running,

- (1) Eastwardly along said Corp.'s line S81°-26'-19"E 2082.24' to a concrete monument, thence running,
- (2) Still along said line N1°-02'-50"W 1155.01 to a concrete monument, thence running,
- (3) Still along said line S83°-04'-23"E 1037.64 to a point, thence running,
- (4) Leaving said line and running over said Boise Cascade Building Co.'s property along several courses S15°-48'-42"E 515.85' to a point, thence running,
- (5) S74°-11'-18"W 95.00' to a point, thence running,
- (6) S15°-48'-42"E 80.00' to a point, thence running,
- (7) N74°-11'-18"E 55.00' to a point, thence running,
- (8) S15°-48'-42"E 100.00' to a point, thence running,
- (9) N74°-11'-18"E 195.00' to a point, thence running,
- (10) S56°-48'-38"E 340.00' to a point, thence running,
- (11) S19°-32'-12"E 150.00' to a point, thence running,
- (12) S31°-04'-20"W 595.38' to a point, thence running,
- (13) S56°-14'-52"W 265.74' to a point, thence running,
- (14) S77°-06'-22"W 592.08' to a point, thence running,
- (15) N88°-43'-05"W 212.96' to a point, thence running,
- (16) S63°-01'-22"W 621.64' to a point, thence running,
- (17) N21°-43'-54"W 687.59' to a point, thence running,
- (18) S58°-54'-49"W 214.97' to a point, thence running,
- (19) along a curve to the left a distance of 300.49' having a radius of 1460.00', a chord bearing of S53°-01'-03"W a chord distance of 299.96' to a point thence running,
- (20) S47°-07'-16"W 280.10' to a point, thence running,
- (21) N42°-52'-44"W 80.00' to a point, thence running,
- (22) along a curve to the left a distance of 39.27' having a radius of 25.00', a chord bearing of N 2°-07'-16"E a chord distance of 35.35' to a point, thence running,
- (23) N42°-52'-44"W 120.28' to a point, thence running,
- (24) along a curve to the left a distance of 306.65' having a radius of 970.00', a chord bearing of N33°-49'-21"W a chord distance of 305.37' to a point, thence running,
- (25) N60°-59'-31"W 41.78' to a point, thence running,
- (26) S29°-00'-29"W 115.00'
- (27) N60°-59'-31"W 70.00'
- (28) N86°-30'-12"W 76.71'
- (29) S12°-39'-37"W 130.00'
- (30) S36°-13'-28"W 80.74'

(31) S67°-07'-39"W 166.17' .
(32) S 9°-17'-47"W 389.86'
(33) S33°-29'-23"W 146.55'
(34) S77°-00'-00"E 64.20'
(35) S21°-04'-29"E 155.23' to a point, thence running,
(36) S42°-52'-44"E 70.00' to a point, thence running,
(37) S47°-07'-16"W 45.00' to a point, thence running,
(38) along a curve to the right a distance of 164.11'
having a radius of 460.00', a chord bearing of
S57°-20'-30"W a chord distance of 163.24' to a point,
thence running,
(39) S22°-26'-17"E 80.00' to a point, thence running,
(40) S67°-33'-43"W 142.53' to a point, thence running,
(41) along a curve to the right a distance of 317.86'
having a radius of 450.00', a chord bearing of
S87°-47'-52"W a chord distance of 311.30' to a point,
thence running,
(42) N71°-58'-00"W 13.86' to a point, thence running,
(43) along a curve to the left a distance of 39.27' having
a radius of 25.00', a chord bearing of S63°-02'-00"W
a chord distance of 35.35' to a point, thence running,
(44) N71°-58'-00"W 40.00' to a point on the easterly line
of said Route #637, thence running,
(45) Northwardly along said line N18°-02'-00"E 958.88' to
a point, thence running,
(46) Still along said line N13°-12'-22"E 136.26' to a point,
thence running,
(47) Still along said line N 9°-17'-47"E 101.07' to the point
and place of beginning containing 104.0387 acres of land.

EXHIBIT B

The common areas referred to herein are described as parcels one (1) through nine (9) and lot one (1) in the properties described in Exhibit A.

The lot and parcels are set out in a plat of subdivision entitled "Sugarland Run, Section One".

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

AUG. - 4 1970 at 7:22 A.M. The foregoing instrument was this day presented in said office and, with certificate annexed, admitted to record.

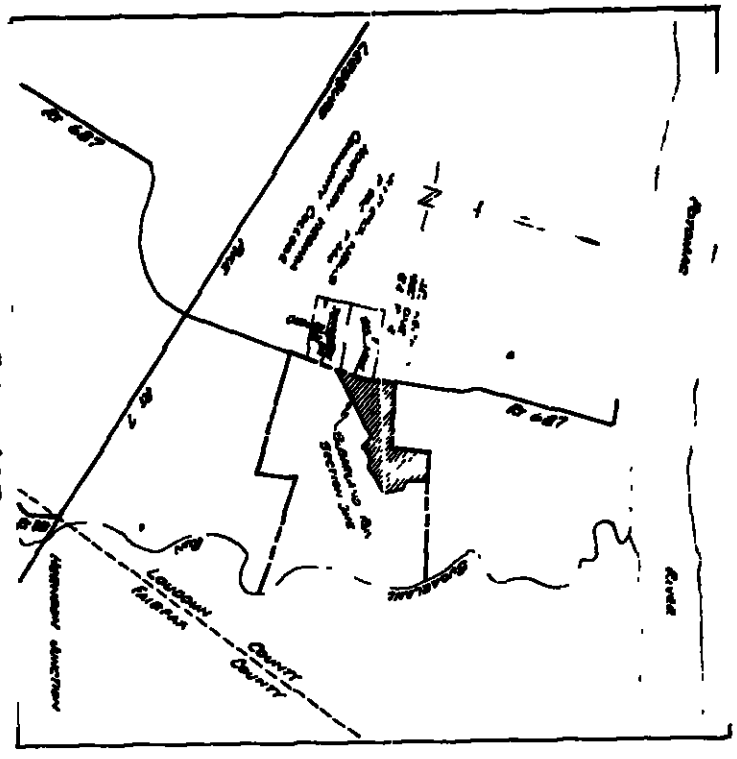
Teste:

Clerk

Teste: J. T. Marty Clerk
By Larissa B. Hutchison, Deputy Clerk

711a. d. 5. 17-20
Boine Cassin Red. Ci.
70s-Silver-Spiny den.
Green Spiny, And.

517 477



VICINITY MAP

LOUDOUN COUNTY VIRGINIA
PLANNING COMMISSION
CERTIFIED FOR APPROVAL
Paul Miller
RECOMMENDED FOR APPROVAL
Glenn B. Ford
CHAIRMAN 2/22/78
BOARD OF SUPERVISORS
William Ford
APPROVED FOR RECORDEMENT - CHAIRMAN
8/4/78

SURVEYORS CERTIFICATE:

THIS IS TO CERTIFY THAT THE LAND INCLUDED IN THIS SUBDIVISION IS NOW IN THE NAME OF ROSE SHADE BUILDING CO. AND WAS ACQUIRED BY THEM FROM SHADYSIDE, INC. BY DEED DATED APRIL 28, 1963, RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR LOUDOUN COUNTY, VIRGINIA. I FURTHER CERTIFY THAT NON-UNITS HAVE BEEN OR WILL BE PLACED AS REQUIRED BY SECTION 7-914 OF THE SUBDIVISION ORDINANCE OF THE VIRGINIA CODE, 1960.

CERTIFICATE OF CONSENT TO SUBDIVIDE

THE UNDERSIGNED HEREBY CERTIFY THAT THE ABOVE AND FOREGOING SUBDIVISION OF 103.086 ACRES, SITUATED 1.2 MILES NORTH OF ROUTE 117, IN BRAD RUN MASTERIAL DISTRICT, LOUDOUN COUNTY, VIRGINIA, BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO ROSE SHADE BUILDING CO. BY DEED DATED APRIL 28, 1963, AND RECORDED IN DEED BOOK 439, PAGE 553 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR LOUDOUN COUNTY, VIRGINIA, AS THE SAME APPEARS ON THE FOREGOING PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS OF SAID LAND FOR BRAD RUN BUILDING COMPANY.

DATE 4-15-78 *F. A. Kober* VICE PRESIDENT

DATE 4-15-78 *Harriet Kotler* ASSISTANT SECRETARY

STATE OF VIRGINIA, COUNTY OF LOUDOUN

SUBSCRIBED AND SWORN TO before me in my State aforesaid this 15th day of April, 1978.

William Ford
Notary Public

MY COMMISSION EXPIRES 4-15-79

VIRGINIA: In the office of the Clerk of the Circuit Court of Loudoun County, ALB., -4-15-78, at 12:30 P.M. The foregoing instrument was this day presented to said office and, with conditions named, admitted to record.

By *Richard A. Hurd* Clerk

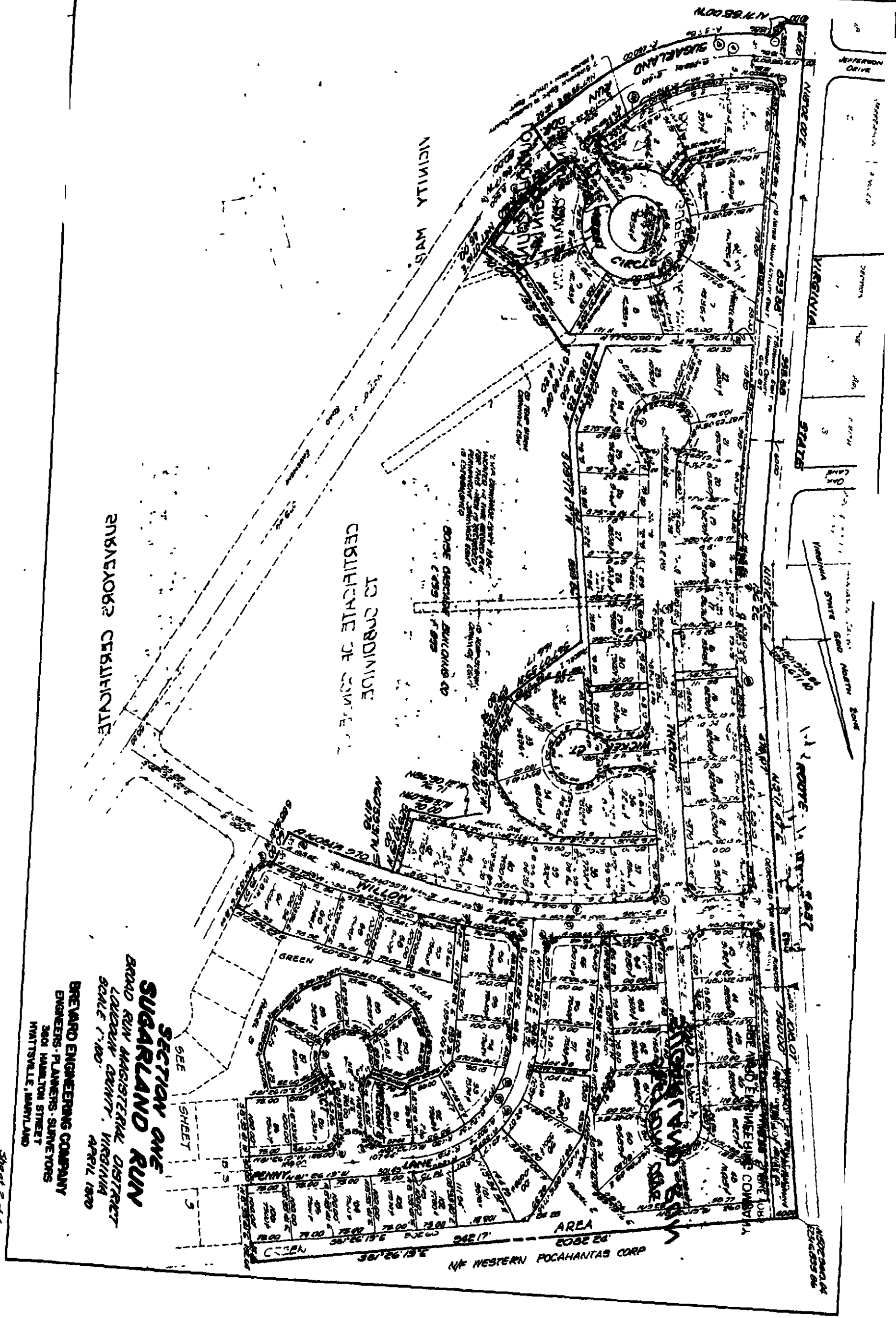
1/16" = 1' SCALE
200' = 1" SCALE
ENGINEERED BY VINCE R. STUBBS
BREARD ENGINEERING COMPANY

BREARD ENGINEERING COMPANY
200' = 1" SCALE
1/16" = 1' SCALE
1/32" = 1' SCALE

MINIMUM SIDE DRIVE RESTRICTION LINES
FRONT YARD 15 FT
SIDE YARD 5 FT
TOTAL SIDE YARDS 12 FT
REAR YARD 20 FT

SECTION ONE SUGARLAND RUN
BRAD RUN MASTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA
SCALE 1"=100'
APRIL 1978

BREARD ENGINEERING COMPANY
ENGINEERS - PLANNERS - SURVEYORS
3601 HAMILTON STREET
HUNTSVILLE, MARYLAND
Sheet 1006



SURVEYORS CERTIFICATE

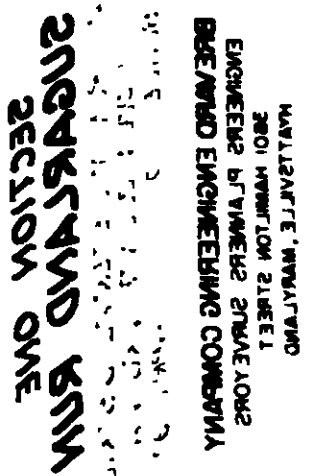
TO CORROBORATE
CERTIFICATE OF CONVEYANCE

SECTION ONE
SUGARLAND RUN
LOUDOUN COUNTY, VIRGINIA
APRIL 1980
BREWARD ENGINEERING COMPANY
ENGINEERS - PLANNERS - SURVEYORS
2601 HAMILTON STREET
FAIRFAX, VIRGINIA

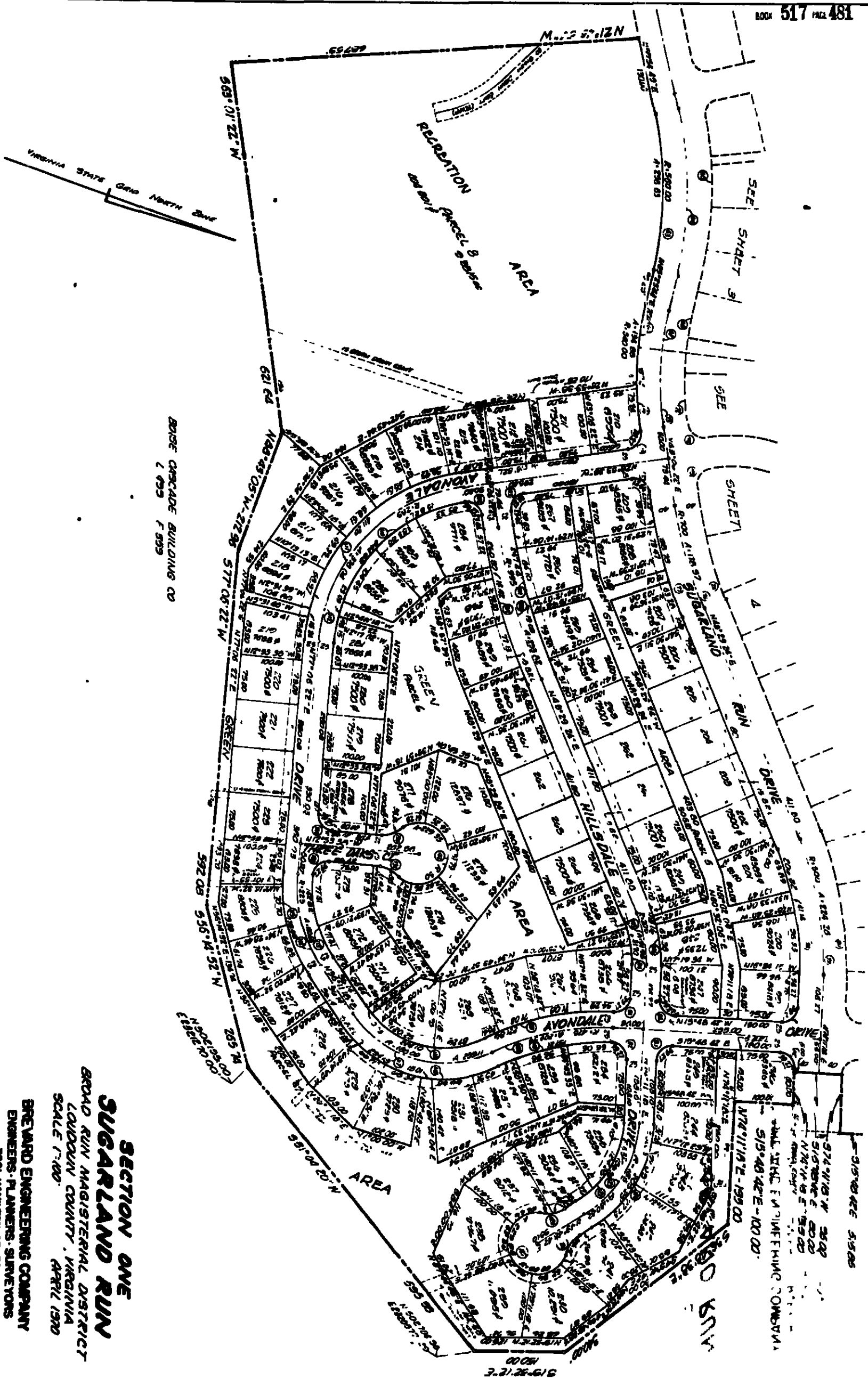
Sheet 2 of 6

Handwritten note: "Copy of map of Sugarland Run, Loudoun County, Virginia, April 1980, Brevard Engineering Company, 2601 Hamilton Street, Fairfax, Virginia."





BREWARD ENGINEERING COMPANY
ENGINEERS • PLANNERS • SURVEYORS
3601 HAMMILL STREET
HATTSVILLE, MARYLAND



SECTION ONE
SUGARLAND RUN
BROAD RUN MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA
SCALE 1"=100' APRIL 1970
BREWARD ENGINEERING COMPANY
ENGINEERS-PLANNERS-SURVEYORS
3801 MARLTON STREET
FAIRFAXVILLE, MARYLAND
Sheet 5 OF 6

[illegible]

276487A MD 67114

SECTION ONE
SUGARLAND RUN
BROAD RUN MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA
SCALE: 1"=60' APRIL 1970
BREWARD ENGINEERING COMPANY
ENGINEERS, PLANNERS, SURVEYORS
3601 HAMILTON STREET
HUNTSVILLE, MARYLAND

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

Whitley Ireland
Notary Public

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

FEB. 12 1971 at 3:14 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 Louisa S. Hutchison, Deputy Clerk



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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

Supplemental Declaration 743-69

Supplemental Declaration
538-693 562-686
539-444
557-6
558-98
562-681
585-376
588-43
593-776
606-658
690-415

Filed 3-1-71
Boise Cascade Bldg Co.
905 S. Lincoln St. Gaithersburg, Md.
60711

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. Seamundo, its Assistant Secretary, on the day and year first above written.

ATTEST:

Pete J. Seamundo
Assistant Secretary

BOISE CASCADE BUILDING COMPANY

By [Signature]
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 Huter
and Rute J. Leamardo, 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.

Testes: J. T. Martz Clerk
By Louisa S. Hutchins, Deputy Clerk

4/66

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 27 day of OCTOBER, 1971, by Boise Cascade Building Company, a Delaware corporation (hereinafter referred to as the "Developer").

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration (hereinafter referred to as the "Original Declaration"), dated February 11, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 140, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11 to 114, both inclusive, and Lots 127 to 284, both inclusive, Parcels 1 and 9 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., were subjected to certain covenants, restrictions, easements, charges and liens (hereinafter referred collectively as the "Restrictions"), and

WHEREAS, pursuant to the provisions of Article III of the Original Declaration, the Restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration, and

WHEREAS, Boise Cascade Building Company, a Maryland corporation, has been merged into the Developer pursuant to a statutory merger under which the Developer is the surviving corporation, and

WHEREAS, the Developer is the fee simple owner of certain real property (hereinafter referred to as the "Additional Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof which is contiguous to the Original Property and the Developer desires to extend the Restrictions to the Additional Property;

NOW, THEREFORE, the Developer hereby declares that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions of, the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Properties" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

IN WITNESS WHEREOF, Boise Cascade Building Company has caused this instrument to be executed by F. A. Kober, its Vice President, and its corporate seal to be hereunto affixed and attested by Richard J. North, its Assistant Secretary, on the 20th day and year first above written.

ATTEST:

BOISE CASCADE BUILDING COMPANY

Richard J. North
Richard J. North, Assistant Secretary

By F. A. Kober
F. A. Kober, Vice President

[Corporate Seal]

State of Maryland)
County of Montgomery) to wit:

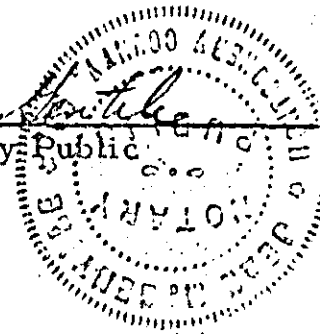
I, Jean M. Gentile, a Notary Public in and for the State and County aforesaid, do certify that F. A. Kober and Richard J. North, whose names are signed to the writing above bearing date on the 27th day of October, 1971, as Vice President and Assistant Secretary of Boise Cascade Building Company, have acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 27th day of October, 1971.

My commission expires:

July 1, 1974

Jean M. Gentile
Notary Public



(1) Lots twenty-six (26) through forty-nine (49), inclusive, in the subdivision known as Section 3"A", Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County in Plat Book 12 Page 135.

(2) Lots fifty (50) through one hundred (100), inclusive, in the subdivision known as Section 3"A", Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County in Plat Book 12 Page 136.

(3) Lots one hundred and one (101) through one hundred and fifty-four (154), inclusive, in the subdivision known as Section 3"B", Sugarland Run, as shown on the plat recorded among the Land Records of Loudoun County in Plat Book 12 Page 152.

(4) Lots one hundred and fifty-five (155) through two hundred and twenty-nine (229), inclusive, in the subdivision known as Section 3"B", Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County in Plat Book 12 Page 153.

(5) Parcel No. 10 as shown on a plat recorded among the Land Records of Loudoun County in Plat Book 12 Page 135, saving and excepting therefrom the following described property:

Beginning at a point, said point also being the northeast corner of Lot 15 as shown on a plat of subdivision and recorded among the Land Records of Loudoun County in Book 12 Page 135 and running thence,

- (1) North 57° 35' 48" East, 36.70 feet, to a point, thence
- (2) South 09° 17' 47" West, 67.76 feet, to a point, thence
- (3) South 26° 06' 16" East, 8.88 feet, to a point, thence
- (4) South 80° 42' 14" East, 114.85 feet, to a point, thence
- (5) South 09° 17' 44" West, 15.00 feet, to a point, thence
- (6) South 80° 42' 14" East, 22.00 feet, to a point, thence
- (7) South 09° 17' 48" West, 15.00 feet, to a point, thence
- (8) South 80° 42' 15" East, 44.00 feet, to a point, thence
- (9) South 09° 17' 45" West, 15.00 feet, to a point, thence
- (10) South 80° 42' 14" East, 54.00 feet, to a point, thence
- (11) South 42° 52' 44" East, 15.31 feet, to a point, thence
- (12) South 47° 07' 16" West, 104.85 feet, to a point, thence
- (13) along a curve to the right having a long chord bearing of North 87° 52' 44" West and a radius of 25.00 feet a distance of 39.27 feet, to a point, thence
- (14) North 42° 52' 43" West, 43.24 feet, to a point, thence
- (15) along a curve to the right having a long chord bearing of North 18° 47' 07" West and a radius of 25.00 feet a distance of 21.03 feet, to a point, thence
- (16) along a curve to the left having a long chord bearing of South 47° 07' 15" West and a radius of 50.00 feet, a distance of 241.18 feet, to a point, thence
- (17) along a curve to the right having a long chord bearing of South 66° 58' 24" East and a radius of 25.00 feet, a distance of 21.03 feet, to a point, thence

- (18) South 42° 52' 44" East, 43.24 feet, to a point, thence
- (19) along a curve to the right having a long chord bearing of South 02° 07' 16" West and a radius of 25.00 feet, a distance of 39.27 feet, to a point, thence
- (20) South 47° 07' 16" West, 112.58 feet, to a point, thence
- (21) North 42° 52' 44" West, 19.01 feet, to a point, thence
- (22) North 47° 07' 16" East, 75.00 feet, to a point, thence
- (23) North 42° 52' 43" West, 54.00 feet, to a point, thence
- (24) South 47° 07' 19" West, 11.00 feet, to a point, thence
- (25) North 42° 52' 44" West, 93.00 feet, to a point, thence
- (26) South 78° 37' 23" West, 9.57 feet, to a point, thence
- (27) South 47° 07' 16" West, 61.17, feet, to a point, thence
- (28) North 21° 04' 29" West, 46.43 feet, to a point, thence
- (29) North 84° 10' 51" East, 45.95 feet, to a point, thence
- (30) North 09° 17' 47" East, 61.00 feet, to a point, thence
- (31) South 80° 42' 15" East, 20.00 feet, to a point, thence
- (32) North 09° 17' 46" East, 44.00 feet, to a point, thence
- (33) South 80° 42' 15" East, 12.63 feet, to a point, thence
- (34) North 09° 17' 46" East, 98.00 feet to the place of beginning containing 39,437.50 square feet or 0.9054 of an acre of land.

(6) Parcel No. 11 as shown on a plat recorded among the Land Records of Loudoun County in Plat Book 12 Page 135.

(7) Parcels 13 and 14 as shown on a plat recorded among the Land Records of Loudoun County in Plat Book 12 Page 136.

(8) Parcel 15 as shown on a plat recorded among the Land Records of Loudoun County in Plat Book 12 Page 152.

(9) Parcels 16, 17, 18, 19, 20 and 21 as shown on a plat recorded among the Land Records of Loudoun County in Plat Book 12 Page 153.

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

NOV. 11 1971 at 3:07 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 Louisa S. Hutchison, Deputy Clerk

4340

SECOND SUPPLEMENTAL DECLARATION

THIS SECOND SUPPLEMENTAL DECLARATION is made this 3 day of November, 1971, by Boise Cascade Building Company, a Delaware corporation (hereinafter referred to as the "Developer").

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration (hereinafter referred to as the "Original Declaration"), dated February 11, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 140, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11 to 114, both inclusive, and Lots 147 to 284, both inclusive, Parcels 1 and 9 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., were subjected to certain covenants, restrictions, easements, charges and liens (hereinafter referred collectively as the "Restrictions"), and

WHEREAS, pursuant to the provisions of Article III of the Original Declaration, the Restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration, and

WHEREAS, Boise Cascade Building Company, a Maryland corporation, has merged into the Developer pursuant to a statutory merger under which the Developer is the surviving corporation, and

WHEREAS, the Developer is the fee simple owner of certain real property (hereinafter referred to as the "Additional Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof and the Developer desires to extend the Restrictions to the Additional Property;

NOW, THEREFORE, the Developer hereby declares that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions of, the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Properties" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

IN WITNESS WHEREOF, Boise Cascade Building Company has caused this instrument to be executed by F. A. Kober, its Vice President, and its corporate seal to be hereunto affixed and attested by RICHARD J. NORTH, its Assistant Secretary, on the day and year first above written.

ATTEST:

BOISE CASCADE BUILDING COMPANY

Richard J. North
Assistant Secretary

By

F. A. Kober
F. A. Kober, Vice President

[Corporate Seal]

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

I, Whitley Vreeland, a Notary Public in
 and for the State and County aforesaid, do certify that F. A. Kober and
Richard J. North, whose names are signed to the
 writing above bearing date on the 3rd day of November, 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 3rd day of November, 1971.

My commission expires:

July 1, 1974

Whitley Vreeland
 Notary Public

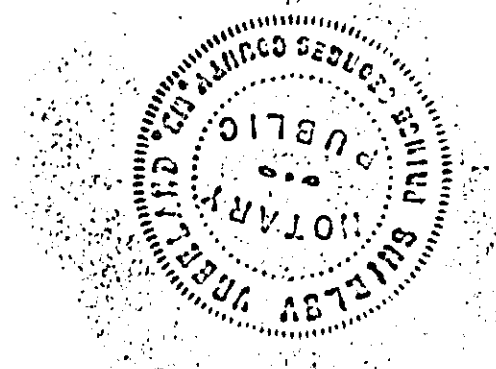


EXHIBIT A

(1) Lots two hundred and eighty-five (285) through three hundred and fifty-six (356), inclusive, and Parcels 10, 11, 12, 13, 14, and Parcel 20 in the subdivision known as Section 4, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County in Plat Book 12, Page 159.

(2) Lots three hundred and fifty-seven (357) through four hundred and nine (409), inclusive, and Parcels 15 and 16, in the subdivision known as Section 4, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County in Plat Book 12, Page 160.

(3) Lots four hundred and ten (410), through four hundred and seventy-two (472), and Parcels 15, 17, 18 and 19 in the subdivision known as Section 4, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, in Plat Book 12, Page 161.

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

NOV. 24 1971 at 11:12 AM. The foregoing instrument was this day presented in said office and, with certificate annexed, admitted to record.

Testo: J. T. Mart Clerk
By Louise S. Hutcheson, Deputy Clerk

4082

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 17TH day of AUGUST, 1972, by LARWIN-ATLANTIC, INC. a Delaware corporation (hereinafter referred to as the "Developer").

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration (hereinafter referred to as the "Original Declaration"), dated February 11, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 140, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11 to 114, both inclusive, and Lots 147 to 284, both inclusive, Parcels 1 and 9 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 Plat Book 12 at Page 125, et seq., were subjected to certain covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions");

WHEREAS, pursuant to the provisions of Article III of the Original Declaration, the Restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration;

WHEREAS, Boise Cascade Building Company, a Maryland corporation merged into Boise Cascade Building Co., a Delaware corporation pursuant to a statutory merger under which the latter corporation is the survivor;

WHEREAS, Boise Cascade Building Co. conveyed to the Developer certain real property (hereinafter referred to as the "Additional

Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof, by deed dated May 16, 1972 and recorded on May 17, 1972 in Deed Book 549, at Page 298, among the Land Records of Loudoun County, Virginia;

WHEREAS, Boise Cascade Building Co. has assigned all of its rights, duties and obligations under the Original Declaration to the Developer, and the Developer has assumed such rights, duties and obligations; and

WHEREAS, the Developer desires to extend the Restrictions to the Additional Property;

NOW, THEREFORE, the Developer hereby declares that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions of, the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Properties" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

IN WITNESS WHEREOF, Larwin-Atlantic, Inc. has caused this instrument to be executed by F. A. Kober, its President, and its corporate seal to be hereunto affixed and attested by *Richard J. North* its Assistant Secretary, on the day and year first above written.

ATTEST:

LARWIN-ATLANTIC, INC.

Richard J. North
Assistant
Secretary

By *F. A. Kober*
F. A. Kober, President

[Corporate Seal]

State of Maryland)
 County of Montgomery) ss:

I, Jeanne Hunt, a Notary Public in and for the State and County aforesaid, do certify that F. A. Kober, whose name is signed to the writing above bearing date on the 17th day of August, 1972, as President of Larwin-Atlantic, Inc. has acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 17th day of August, 1972

Jeanne Hunt
 Notary Public

My commission expires:

July 1, 1974

State of Maryland
County of Montgomery

I, Jeanne Hunt, a Notary Public in and for the State and County aforesaid, do certify that Richard J. North whose name is signed to the writing above bearing date on the 17th day of August, 1972, as Assistant Secretary of Larwin-Atlantic, Inc. has acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 17th day of August, 1972.

Jeanne Hunt
 Notary Public

My commission expires:

July 1, 1974

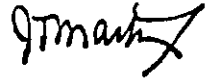
Section 5A
(1901-32A)EXHIBIT A

(1) Lots one (1) through twenty (20), inclusive, and Lots one hundred seventy eight (178) through two hundred twenty five (225), inclusive, and Parcels 32, 33, 34 and 35, in the subdivision known as Section 5A, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 8.

(2) Lots two hundred twenty six (226) through two hundred fifty (250), inclusive, and Parcel 36 in the subdivision known as Section 5A, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 9.

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia AUG. 31 1972
at 3:12 P. M. This instrument was received
and, with the certificate annexed, admitted
to record.

Teste:



Clerk

01-16-12-72
FAGELSON, SCHONBERGER, BILLOWITZ & GRENBACHER

4426
SUPPLEMENTAL DECLARATION
UMBRELLA

THIS SUPPLEMENTAL DECLARATION is made this 17TH day of AUGUST, 1972, by LARWIN-ATLANTIC, INC. a Delaware corporation (hereinafter referred to as the "Developer").

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration (hereinafter referred to as the "Original Declaration"), dated February 11, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 140, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11 to 114, both inclusive, and Lots 147 to 284, both inclusive, Parcels 1 and 9 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 Plat Book 12 at Page 125, et seq., were subjected to certain covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions");

WHEREAS, pursuant to the provisions of Article III of the Original Declaration, the Restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration;

WHEREAS, Boise Cascade Building Company, a Maryland corporation merged into Boise Cascade Building Co., a Delaware corporation pursuant to a statutory merger under which the latter corporation is the survivor;

WHEREAS, Boise Cascade Building Co. conveyed to the Developer certain real property (hereinafter referred to as the "Additional

- 2 -

Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof, by deed dated May 16, 1972 and recorded on May 17, 1972 in Deed Book 549, at Page 298, among the Land Records of Loudoun County, Virginia;

WHEREAS, Boise Cascade Building Co. has assigned all of its rights, duties and obligations under the Original Declaration to the Developer, and the Developer has assumed such rights, duties and obligations; and

WHEREAS, the Developer desires to extend the Restrictions to the Additional Property;

NOW, THEREFORE, the Developer hereby declares that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions of, the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Properties" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

IN WITNESS WHEREOF, Larwin-Atlantic, Inc. has caused this instrument to be executed by F. A. Kober, its President, and its corporate seal to be hereunto affixed and attested by *Richard J. North* its Assistant Secretary, on the day and year first above written.

ATTEST:

LARWIN-ATLANTIC, INC.

Richard J. North

Assistant
Secretary

By *F. A. Kober*

F. A. Kober, President



State of Maryland)
County of Montgomery) SS:

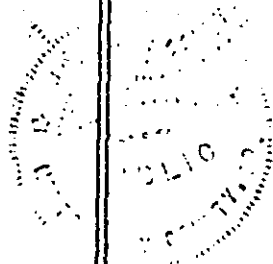
I, JOANN HUNT, a Notary Public in and
for the State and County aforesaid, do certify that F. A. Kober, whose
name is signed to the writing above bearing date on the 17TH
day of AUGUST, 1972, as President of Larwin-Atlantic, Inc. has
acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 17TH day of AUGUST, 1972

Joann Hunt
Notary Public

My commission expires:

07-01-74



STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

I, JOANN HUNT, a Notary Public in and
for the State and County aforesaid, do certify that Richard J. North
whose name is signed to the writing above bearing date on the 17TH
day of AUGUST, 1972, as Assistant Secretary of Larwin-Atlantic, Inc.
has acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 17TH day of AUGUST, 1972.

Joann Hunt
Notary Public

My commission expires:

07-01-74

Section 2
(1901 -04A and 1901 -04B)

EXHIBIT A.

(1) Lots four hundred seventy three (473) through four hundred ninety six (496), inclusive, Lots five hundred fourteen (514) through five hundred fifty five (555), inclusive, and Parcels 23, 25 and 29 in the subdivision known as Section 2, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 3.

(2) Lots four hundred ninety-seven (497) through five hundred thirteen (513), inclusive, Lots five hundred fifty six (556) through five hundred seventy five (575), inclusive, Lots five hundred seventy seven (577) through five hundred eighty six (586), inclusive, and Parcels 23, 24 and 25 in the subdivision known as Section 2, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 4.

(3) Lot five hundred seventy six (576), Lots five hundred eighty seven (587) through six hundred forty one (641) inclusive, Lots six hundred forty four through six hundred fifty seven (657), inclusive, and Parcels 30 and 31 in the subdivision known as Section 2, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 5.

(4) Lots six hundred forty two (642) and six hundred forty three (643), inclusive, in the subdivision known as Section 2, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat book 13, Page 6.

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia SEP. 20 1972
at 12:27 P. M. This instrument was received
and, with the certificate annexed, admitted
to record.

Teste:

J. T. Mark

Clerk

*Mailed 10-2-72
Tramonte, Kohlhaas & Garner
210 E. Broad St.
Falls Church, Va.*

~~For record~~

5898

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 17th day of August, 1972, by LARWIN-ATLANTIC, INC. a Delaware corporation (hereinafter referred to as the "Developer").

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration (hereinafter referred to as the "Original Declaration"), dated February 11, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 140, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11 to 114, both inclusive, and Lots 147 to 284, both inclusive, Parcels 1 and 9 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 Plat Book 12 at Page 125, et seq., were subjected to certain covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions");

WHEREAS, pursuant to the provisions of Article III of the Original Declaration, the Restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration;

WHEREAS, Boise Cascade Building Company a Maryland corporation merged into Boise Cascade Building Co., a Delaware corporation pursuant to a statutory merger under which the latter corporation is the survivor;

WHEREAS, Boise Cascade Building Co. conveyed to the Developer certain real property (hereinafter referred to as the "Additional

Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof, by deed dated May 16, 1972 and recorded on May 17, 1972 in Deed Book 549, at Page 298, among the Land Records of Loudoun County, Virginia;

WHEREAS, Boise Cascade Building Co. has assigned all of its rights, duties and obligations under the Original Declaration to the Developer, and the Developer has assumed such rights, duties and obligations; and

WHEREAS, the Developer desires to extend the Restrictions to the Additional Property;

NOW, THEREFORE, the Developer hereby declares that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions of, the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Properties" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

IN WITNESS WHEREOF, Larwin-Atlantic, Inc. has caused this instrument to be executed by F. A. Kober, its President, and its corporate seal to be hereunto affixed and attested by *Richard J. North* its Assistant Secretary, on the day and year first above written.

ATTEST:

LARWIN-ATLANTIC, INC.

Richard J. North
Assistant
Secretary

By

F. A. Kober
F. A. Kober, President



State Of Maryland)
County Of Montgomery)

I, LEANN HUNT, a Notary Public in and
for the State and County aforesaid, do certify that Richard J. North
whose name is signed to the writing above bearing date on the 17th
day of August, 1972, as Assistant Secretary of Larwin-Atlantic, Inc.
has acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 17th day of August, 1972.

Leann Hunt
Notary Public

My commission expires:

07-01-74

State of Maryland)
) ss:
County of Montgomery)

I, JOANN HUNT, a Notary Public in and
for the State and County aforesaid, do certify that F. A. Kober, whose
name is signed to the writing above bearing date on the 17th
day of August, 1972, as President of Larwin-Atlantic, Inc. has
acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 17th day of August, 1972

Joann Hunt
Notary Public

My commission expires:
07-01-74

Section 5A
(1901 -32B)

EXHIBIT A

(1) Lots one hundred forty two (142) through one hundred seventy seven (177), inclusive, and Parcel 37 in the subdivision known as Section 5A, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 9.

(2) Lots twenty one (21) through seventy (70), inclusive, and Parcels 38 and 39 in the subdivision known as Section 5A Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 10.

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia NOV. 27 1972
at 4:08 P. M. This instrument was received
and, with the certificate annexed, admitted
to record.

Teste:

J. M. Smith

Clerk

8-17-8-72
Recorded to Record Clerk & Clerk

5899
SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 17TH day of AUGUST, 1972, by LARWIN-ATLANTIC, INC. a Delaware corporation (hereinafter referred to as the "Developer").

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration (hereinafter referred to as the "Original Declaration"), dated February 11, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 140, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11 to 114, both inclusive, and Lots 147 to 284, both inclusive, Parcels 1 and 9 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 Plat Book 12 at Page 125, et seq., were subjected to certain covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions");

WHEREAS, pursuant to the provisions of Article III of the Original Declaration, the Restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration;

WHEREAS, Boise Cascade Building Company, a Maryland corporation merged into Boise Cascade Building Co., a Delaware corporation pursuant to a statutory merger under which the latter corporation is the survivor;

WHEREAS, Boise Cascade Building Co. conveyed to the Developer certain real property (hereinafter referred to as the "Additional

Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof, by deed dated May 16, 1972 and recorded on May 17, 1972 in Deed Book 549, at Page 298, among the Land Records of Loudoun County, Virginia;

WHEREAS, Boise Cascade Building Co. has assigned all of its rights, duties and obligations under the Original Declaration to the Developer, and the Developer has assumed such rights, duties and obligations; and

WHEREAS, the Developer desires to extend the Restrictions to the Additional Property;

NOW, THEREFORE, the Developer hereby declares that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions of, the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Properties" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

IN WITNESS WHEREOF, Larwin-Atlantic, Inc. has caused this instrument to be executed by F. A. Kober, its President, and its corporate seal to be hereunto affixed and attested by *Richard J. North* its Assistant Secretary, on the day and year first above written.

ATTEST:

LARWIN-ATLANTIC, INC.

Richard J. North
Assistant
Secretary

By *F. A. Kober*
F. A. Kober, President



State of Maryland)
) ss:
County of Montgomery)

I, JOANN HUNT, a Notary Public in and
for the State and County aforesaid, do certify that F. A. Kober, whose
name is signed to the writing above bearing date on the 17TH
day of AUGUST, 1972, as President of Larwin-Atlantic, Inc. has
acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 17TH day of AUGUST, 1972

Joann Hunt
Notary Public

My commission expires:

07-01-74

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

I, JOANN HUNT, a Notary Public in and
for the State and County aforesaid, do certify that Richard J. North
whose name is signed to the writing above bearing date on the 17TH
day of AUGUST, 1972, as Assistant Secretary of Larwin-Atlantic, Inc.
has acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 17TH day of AUGUST, 1972.

Joann Hunt
Notary Public

My commission expires:

07-01-74

Section 2
(1901-04C)

EXHIBIT A.

(1) Lots six hundred fifty eight (658) through six hundred eighty (680), inclusive, and Parcel 32 in the subdivision known as Section 2, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 5.

(2) Lots six hundred eighty one (681), through seven hundred eighty eight (788), inclusive, and Parcels 25 through 28, inclusive, in the subdivision known as Section 2, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 6.

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia NOV. 27 1972
at 4:12 P. M. This instrument was received
and, with the certificate annexed, admitted
to record.

Teste: *GTmanly* Clerk

*Del'd 8-7-72
Trameter Kohler & Son*

2131
SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 17th day of APRIL, 1973, by LARWIN-ATLANTIC, INC. a Delaware corporation (hereinafter referred to as the "Developer").

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration (hereinafter referred to as the "Original Declaration"), dated February 11, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 140, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11 to 114, both inclusive, and Lots 147 to 284, both inclusive, Parcels 1 and 9 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 Plat Book 12 at Page 125, et seq., were subjected to certain covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions");

WHEREAS, pursuant to the provisions of Article III of the Original Declaration, the Restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration;

WHEREAS, Boise Cascade Building Company, a Maryland corporation merged into Boise Cascade Building Co., a Delaware corporation pursuant to a statutory merger under which the latter corporation is the survivor;

WHEREAS, Boise Cascade Building Co. conveyed to the Developer certain real property (hereinafter referred to as the "Additional Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof, by deed dated May 16, 1972 and recorded on May 17, 1972 in Deed Book 549, at Page 298, among the Land Records of Loudoun County, Virginia;

WHEREAS, Boise Cascade Building Co. has assigned all of its rights, duties and obligations under the Original Declaration to the Developer, and the Developer has assumed such rights, duties and obligations; and

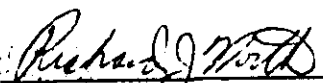
WHEREAS, the Developer desires to extend the Restrictions to the Additional Property;

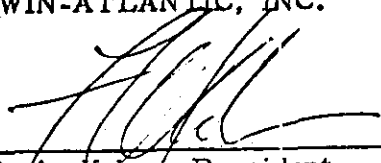
NOW, THEREFORE, the Developer hereby declares that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions of, the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Properties" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

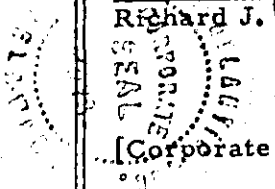
IN WITNESS WHEREOF, Larwin-Atlantic, Inc. has caused this instrument to be executed by F. A. Kober, its President, and its corporate seal to be hereunto affixed and attested by Richard J. North, its Assistant Secretary, on the day and year first above written.

ATTEST:

LARWIN-ATLANTIC, INC.


Richard J. North, Assistant
Secretary

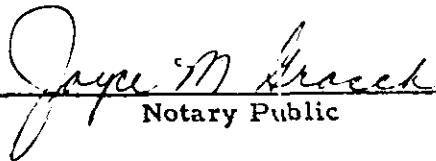
By 
F. A. Kober, President


[Corporate Seal]

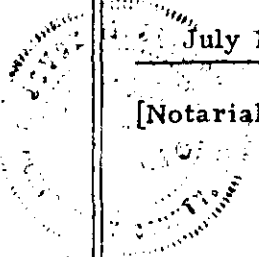
State of Maryland)
) ss:
County of Montgomery)

I, Joyce M. Grosch, a Notary Public in and for the State and County aforesaid, do certify that F. A. Kober and Richard J. North, whose names are signed to the writing above bearing date on the 17th day of April, 1973, as President and Assistant Secretary of Larwin-Atlantic, Inc. have acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 19th day of April, 1973.


Notary Public

My commission expires:


July 1, 1974

[Notarial Seal]

Section 5A
(1901-32C)

EXHIBIT A

(1) Lots seventy-one (71) through eighty-three (83), inclusive, Lots one hundred thirty-two (132) through one hundred forty-one (141), inclusive, and Parcels 35 and 40 in the subdivision known as Section 5A, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 10.

(2) Lots eighty-four (84) through one hundred thirty-one (131), inclusive, and Parcels 35, 41, 42, and 43 in the subdivision known as Section 5A, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 11.

DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT
APPROVAL

The Washington Area Office of the Department of Housing and Urban Development hereby acknowledges that this office approves the foregoing Supplemental Declaration.

Washington Area Office:
DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

Date: _____

By: _____

)
) ss:
)

I, a Notary Public in and for the jurisdiction aforesaid, do certify that _____ whose name is signed to the above writing bearing date of _____, as _____ of the Washington Area Office, Department of Housing and Urban Development, personally appeared before me and acknowledged that he executed said writing as the act and deed of said Department.

Given under my hand this ____ day of _____, 197__.

Notary Public

[Notarial Seal]

My commission expires:

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia MAY 2 1973
at 3:26 P.M. This instrument was received
and, with the certificate annexed, admitted
to record.

Teste:

Y. M. Smith

Clerk

Belle & Peck
200-115-21-73

5924

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 1st day of October, 1973, by LARWIN-ATLANTIC, INC., a Delaware corporation (hereinafter referred to as the "Developer").

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration (hereinafter referred to as the "Original Declaration"), dated February 11, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 140, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11 to 114, both inclusive, and Lots 147 to 284, both inclusive, Parcels 1 and 9 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 Plat Book 12 at Page 125, et seq., were subjected to certain covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions");

WHEREAS, pursuant to the provisions of Article III of the Original Declaration, the Restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration:

WHEREAS, Boise Cascade Building Company, a Maryland corporation merged into Boise Cascade Building Co., a Delaware corporation pursuant to a statutory merger under which the latter corporation is the survivor;

- 2 -

WHEREAS, Boise Cascade Building Co. conveyed to the Developer certain real property (hereinafter referred to as the "Additional Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof, by deed dated May 16, 1972 and recorded on May 17, 1972 in Deed Book 549, at Page 298, among the Land Records of Loudoun County, Virginia;

WHEREAS, Boise Cascade Building Co. has assigned all of its rights, duties and obligations under the Original Declaration to the Developer, and the Developer has assumed such rights, duties and obligations; and

WHEREAS, the Developer desires to extend the Restrictions to the Additional Property;

NOW, THEREFORE, the Developer hereby declares that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions of, the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Properties" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

IN WITNESS WHEREOF, Larwin-Atlantic, Inc. has caused this instrument to be executed by F. A. Kober, its President, and its corporate seal to be hereunto affixed and attested by Richard J. North, its Assistant Secretary, on the day and year first above written.

ATTEST:

LARWIN-ATLANTIC, INC.

Richard J. North
Richard J. North, Assistant
Secretary

By F. A. Kober
F. A. Kober, President

[Corporate Seal]

State of Maryland)
) ss.
County of Montgomery

I, Catherine R. Bailey, a Notary Public in and for the State and County aforesaid, do certify that F. A. Kober and Richard J. North, whose names are signed to the writing above bearing date on the First day of October, 1973, as President and Assistant Secretary of Larwin-Atlantic, Inc. have acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 27th day of August, 1973.

Catherine R. Bailey
Notary Public

My commission expires:

July 1, 1974

[Notarial Seal]

Section 5B

EXHIBIT A

(1) Lots two hundred fifty-one (251) through two hundred ninety-six (296), inclusive, Lots four hundred eighty-nine (489) through four hundred ninety-eight (498), inclusive, and Parcel 45 in the subdivision known as Section 5B, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 51.

(2) Lots two hundred ninety-seven (297) through three hundred seventy-one (371), inclusive, and Parcels 44 and 45 in the subdivision known as Section 5B, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 52.

(3) Lots three hundred seventy-two (372) through four hundred six (406) and Parcel 45 in the subdivision known as Section 5B, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 53.

(4) Lots four hundred seven (407) through four hundred fifty-nine (459) and Parcel 45 in the subdivision known as Section 5B, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 54.

(5) Lots four hundred sixty (460) through four hundred eighty-eight (488) and Parcel 45 in the subdivision known as Section 5B, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 55.

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia OCT. 17 1973
at 11:52 A.M. This instrument was received
and, with the certificate annexed, admitted
to record.

Teste:

Y. M. Smith

Clerk

Paugh & Thorne

Section 6

6734

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 26 day of November, 1973, by LARWIN-ATLANTIC, INC. a Delaware corporation (hereinafter referred to as the "Developer").

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration (hereinafter referred to as the "Original Declaration"), dated February 11, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 140, pursuant to which the real property (hereinafter referred to as the "Original Property" situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11-114, both inclusive, Lots 147-284, both inclusive, Parcels 1 and 9 and Green Area Parcels 2-7, both inclusive, as the same appear on the plat of Section 1, Sugarland Run, recorded among the Land Records of Loudoun County, Virginia in Plat Book 12 at Pages 125 et. seq., were subjected to certain covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions");

WHEREAS, pursuant to the provisions of Article III of the Original Declaration, the Restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration;

WHEREAS, Boise Cascade Building Company, a Maryland corporation merged into Boise Cascade Building Co., a Delaware corporation pursuant to a statutory merger under which the latter corporation is the survivor;

WHEREAS, Boise Cascade Building Co. conveyed to the Developer certain real property (hereinafter referred to as the "Additional Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof, by deed dated May 16, 1972 and recorded on May 17, 1972 in Deed Book 549, at Page 298, among the Land Records of Loudoun County, Virginia;

WHEREAS, Boise Cascade Building Co. has assigned all of its rights, duties and obligations under the Original Declaration to the Developer, and the Developer has assumed such rights, duties and obligations; and

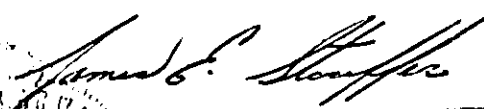
WHEREAS, the Developer desires to extend the Restrictions to the Additional Property;


NOW, THEREFORE, the Developer hereby declares that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions of, the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Properties" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

IN WITNESS WHEREOF, Larwin-Atlantic, Inc. has caused this instrument to be executed by F. A. Kober, its President, and its corporate seal to be hereunto affixed and attested by Richard J. North, its Assistant Secretary, on the day and year first above written.

ATTEST:

LARWIN-ATLANTIC, INC.


James E. Stouffer, Assistant
Secretary


By 
F. A. Kober, President


[Corporate Seal]

State of Maryland)
County of Montgomery ss:

I, Lois Lee Bailey, a Notary Public in and for the State and County aforesaid, do certify that F. A. Kober and Richard J. North, whose names are signed to the writing above bearing date on the 26th day of November, 1973, as President and Assistant Secretary of Larwin-Atlantic, Inc. have acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 26th day of November, 1973.


Notary Public

My commission expires:

July 1, 1974
[Notarial Seal]

Section 6
Part A

EXHIBIT A

Lots eight hundred fifty-seven (857) through eight hundred ninety-six (896), both inclusive, lots nine hundred thirty (930) through nine hundred forty-four (944), both inclusive, Lots nine hundred sixty-eight (968) through nine hundred seventy-seven (977), both inclusive, and Parcels forty-seven (47), forty-eight (48) and forty-nine (49) in the subdivision known as Section 6, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 83.

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia DEC. 6 1973
at 1:57 P. M. This instrument was received
and, with the certificate annexed, admitted
to record.

Teste:

JT Martin

Clerk

Re: 11/18 & 11/19
Harris & Dismore to

Section 6

1444

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 4 day of March, 1974, by LARWIN-ATLANTIC, INC. a Delaware corporation (hereinafter referred to as the "Developer").

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration (hereinafter referred to as the "Original Declaration"), dated February 11, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 140, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11-114, both inclusive, Lots 147-284, both inclusive, Parcels 1 and 9 and Green Area Parcels 2-7, both inclusive, as the same appear on the plat of Section 1, Sugarland Run, recorded among the Land Records of Loudoun County, Virginia in Plat Book 12 at Pages 125 et. seq., were subjected to certain covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions");

WHEREAS, pursuant to the provisions of Article III of the Original Declaration, the Restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration;

WHEREAS, Boise Cascade Building Company, a Maryland corporation merged into Boise Cascade Building Co., a Delaware corporation pursuant to a statutory merger under which the latter corporation is the survivor;

WHEREAS, Boise Cascade Building Co. conveyed to the Developer certain real property (hereinafter referred to as the "Additional Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof, by deed dated May 16, 1972 and recorded on May 17, 1972 in Deed Book 549, at Page 298, among the Land Records of Loudoun County, Virginia;

WHEREAS, Boise Cascade Building Co. has assigned all of its rights, duties and obligations under the Original Declaration to the Developer, and the Developer has assumed such rights, duties and obligations; and

WHEREAS, the Developer desires to extend the Restrictions to the Additional Property;

NOW, THEREFORE, the Developer hereby declares that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions of, the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Properties" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

IN WITNESS WHEREOF, Larwin-Atlantic, Inc. has caused this instrument to be executed by F. A. Kober, its President, and its corporate seal to be hereunto affixed and attested by Ryan M. Lorey, its Assistant Secretary, on the day and year first above written.

ATTEST:

LARWIN-ATLANTIC, INC.

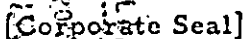


Ryan M. Lorey, Assistant
Secretary

By



F. A. Kober, President



[Corporate Seal]

State of Maryland)
) ss:
County of Montgomery)

I, Linda Lee Raedy, a Notary Public in and for the State and County aforesaid, do certify that F. A. Kober and Ryan M. Lorey whose names are signed to the writing above bearing date on the 4th day of March, 1974, as President and Assistant Secretary of Larwin-Atlantic, Inc. have acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 4th day of March, 1973.



Notary Public

My commission expires:

July 1, 1974

[Notarial Seal]

Section 6
Part CEXHIBIT A

(1) Lots seven hundred ninety (790) through eight hundred twenty (820), both inclusive, Lots nine hundred forty-nine (949) through nine hundred sixty three (963), both inclusive, and Parcels fifty-one (51), fifty-two (52), and fifty-three (53) in the subdivision known as Section 6, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 81.

(2) Lots eight hundred twenty-one (821) through eight hundred twenty-five (825), both inclusive, Lots nine hundred forty-five (945) through nine hundred forty-eight (948), both inclusive, Lots nine hundred sixty-four (964) through nine hundred sixty seven (967), both inclusive, and Parcels fifty (50), fifty-one (51) and fifty-two (52) in the subdivision known as Section 6, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 82.

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia APR 1 1974
at 10:50 A.M. This instrument was received
and, with the certificate annexed, admitted
to record.

Teste:

Y. M. Smith

Clerk

RETURN TO
J. RAMONIE & HAIGHT

APR 4-11-74

Section 6

346

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 3rd day of October, 1974, by LARWIN-ATLANTIC, INC. a Delaware corporation (hereinafter referred to as the "Developer").

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration (hereinafter referred to as the "Original Declaration"), dated February 11, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 140, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11-114, both inclusive, Lots 147-284, both inclusive, Parcels 1 and 9 and Green Area Parcels 2-7, both inclusive, as the same appear on the plat of Section 1, Sugarland Run, recorded among the Land Records of Loudoun County, Virginia in Plat Book 12 at Pages 125 et. seq., were subjected to certain covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions");

WHEREAS, pursuant to the provisions of Article III of the Original Declaration, the Restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration;

WHEREAS, Boise Cascade Building Company a Maryland corporation merged into Boise Cascade Building Co., a Delaware corporation pursuant to a statutory merger under which the latter corporation is the survivor;

- 2 -

WHEREAS, Boise Cascade Building Co. conveyed to the Developer certain real property (hereinafter referred to as the "Additional Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof, by deed dated May 16, 1972 and recorded on May 17, 1972 in Deed Book 549, at Page 298, among the Land Records of Loudoun County, Virginia;

WHEREAS, Boise Cascade Building Co. has assigned all of its rights, duties and obligations under the Original Declaration to the Developer, and the Developer has assumed such rights, duties and obligations; and

WHEREAS, the Developer desires to extend the Restrictions to the Additional Property;

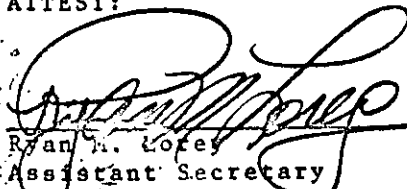
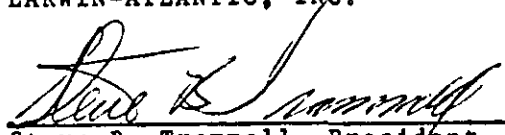
NOW, THEREFORE, the Developer hereby declares that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions of, the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Properties" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

- 3 -

IN WITNESS WHEREOF, Larwin-Atlantic, Inc. has caused this instrument to be executed by Steve B. Trammell, its President, and its corporate seal to be hereunto affixed and attested by Ryan M. Lorey, its Assistant Secretary, on the day and year first above written.

ATTEST:

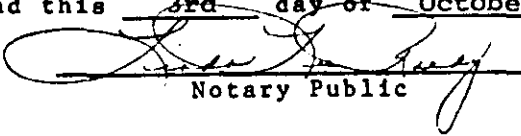
LARWIN-ATLANTIC, INC.


Ryan M. Lorey
Assistant Secretary
Steve B. Trammell, President

(Corporate Seal)

State of Maryland)
) ss:
County of Montgomery)

I, Linda Lee Raedy, a Notary Public in and for the State and County aforesaid, do certify that Steve B. Trammell and Ryan M. Lorey, whose names are signed to the writing above bearing date on the 3rd day of October, 1974, as President and Assistant Secretary of Larwin-Atlantic, Inc. have acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 3rd day of October, 1974.
Notary Public

My commission expires:

July 1, 1978

(Notarial Seal)

Section 5

Part B

EXHIBIT A

Lots eight hundred twenty-six (826) through eight hundred fifty-six (856), both inclusive, Lots eight hundred ninety-seven (897) through nine hundred twenty-nine (929), both inclusive, in the subdivision known as Section 6, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 82.

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia OCT 8 1974
at 1:50 P. M. This instrument was received
and, with the certificate annexed, admitted
to record.

Teste:

Y. M. ...

Clerk

*Submitted 10-18-74
McCord & Co., 211 N. ...
Hobbs & Co., 211 N. ...
Fairfax, Va.*

3846
SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION made and entered into this 9TH day of February, 1978, by THE ARTERY ORGANIZATION, INC., a Maryland corporation authorized to transact business in the Commonwealth of Virginia, hereinafter referred to as Artery.

**** W I T N E S S E T H ****

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration (hereinafter referred to as the Original Declaration) dated February 11, 1971, and recorded in Deed Book 524 at page 140, among the land records of Loudoun County, Virginia, pursuant to which the real property (hereinafter referred to as the Original Property) situated in Broad Run Magisterial District, and known as Lots 11 through 114, both inclusive, and 147 through 284, both inclusive, Parcels 1 and 9 and Green Area Parcels 2 through 7, as the same appear on the plat of Section 1, Sugarland Run, recorded at Plat Book 12, pages 125, et seq., were subjected to certain covenants, restrictions, easements, charges and liens (hereinafter referred to as the Restrictions); and

WHEREAS, pursuant to the provisions of Article III of the original Declaration, the restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration; and

WHEREAS, Boise Cascade Building Company, a Maryland corporation, merged into Boise Cascade Building Company, a Delaware corporation, pursuant to a statutory merger under which the latter corporation is the survivor; and

WHEREAS, Boise Cascade Building Company conveyed certain real property to Larwin-Atlantic, Inc., a Delaware corporation, which property included the property located in Broad Run Magisterial District as described in Exhibit A attached hereto and made a part hereof by reference (hereinafter referred to as the additional property); and

BETTING, ROSENBERGER
& CARTER
ATTORNEYS AT LAW
SUITE 402
8401 LEE HIGHWAY
FAIRFAX VIRGINIA 22030
872 8848

WHEREAS, Larwin-Atlantic, Inc. conveyed to Artery-Sugarland, Inc., a Virginia corporation, certain property by Deed dated December 18, 1972, and recorded in Deed Book 564 at page 226, among the land records of Fairfax County, Virginia, of which property the aforesaid additional property is a part; and

WHEREAS, Artery-Sugarland, Inc. conveyed the aforesaid additional property to The Artery Organization, Inc., a Maryland corporation authorized to transact business in the Commonwealth of Virginia, by Deed dated October 31, 1977, and recorded in Deed Book 685 at page 344, among the land records of Loudoun County, Virginia; and

WHEREAS, by virtue of such chain of conveyances, The Artery Organization, Inc. has succeeded to all the rights, duties, and obligations under the original Declaration therein assigned to the developer and/or declarant; and

WHEREAS, Artery desires to extend the restrictions to the additional property.

NOW THEREFORE, for and in consideration of the foregoing premises and the covenants hereinafter set forth, Artery hereby declares that the additional property, as more particularly described in Exhibit A attached hereto and previously made a part hereof by reference, is and shall be held, transferred, sold, conveyed, occupied and used subject to all the restrictions contained in, and all the provisions of the original Declaration; further that the restrictions and provisions set forth in the original Declaration shall run with and bind the additional property, and that the additional property shall constitute part of "the Properties" referred to in the original Declaration, for and during the period of time specified in the original Declaration.

IN WITNESS WHEREOF, The Artery Organization, Inc., has caused this Supplemental Declaration to be signed in its corporate name by WALTER STORY, its Vice President, and its corporate seal to be hereto affixed and duly attested by JOANN GARMAN, its Assistant Secretary.

THE ARTERY ORGANIZATION, INC.

ATTEST: Jo Ann Garman
Assistant Secretary

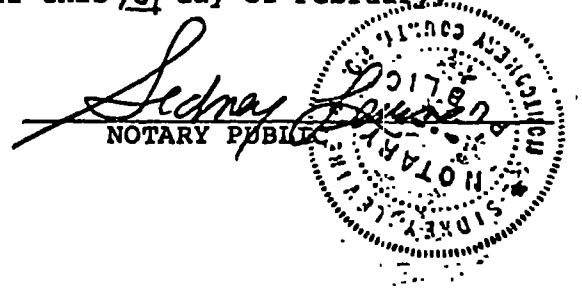
BY: Walter Story



STATE OF MARYLAND
COUNTY OF MONTGOMERY, to-wit:

I, SIDNEY LEVINE, a Notary Public in and for the State and County aforesaid do hereby certify that WALTER STORY and JOANN GARMAN, acting as Vice President and Assistant Secretary, respectively, of The Artery Organization, Inc., have signed and acknowledged the foregoing Supplemental Declaration before me this 9th day of February in my County aforesaid.

GIVEN under my hand and seal this 9th day of February, 1978.



My commission expires:

In the Clerk's Office of the Circuit Court of Loudoun County, Virginia
att: 264 M. This instrument was received and, with the certificate annexed, admitted to record.

Teste: [Signature] Clerk

mailed 2-21-78

BETTING, ROSENBERG & CARTER
ATTORNEYS AT LAW
SUITE 403
BOTH LEE HIGHWAY
FAIRFAX VIRGINIA 22030
870-0000

METES AND BOUNDS DESCRIP. IN
6.921 ACRES
SECTION TWO
HUNTINGTON RIDGE
BROAD RUN MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA

Beginning at a point lying in a southerly line of South Sugarland Run Drive, said point being a corner between Section 4, Sugarland Run Subdivision and the land herein described and being located N 79° 09' 20" W 100.00 feet from a point of curvature of a curve located at the intersection of aforesaid southerly line of South Sugarland Run Drive with a westerly line of Midland Avenue; thence from the point of beginning, departing aforesaid southerly line of South Sugarland Run Drive and running with the dividing line between said Section 4, Sugarland Run Subdivision and the land herein described the following courses and distances: S 10° 50' 41" W 86.88 feet; N 79° 09' 20" W 86.92 feet; S 62° 35' 33" W 152.07 feet; S 11° 02' 10" W 125.69 feet; and S 17° 26' 28" E 124.68 feet to a point lying in a northerly line of a 40 foot highway dedication to Loudoun County; thence running with said northerly line of a 10 foot highway dedication to Loudoun County N 72° 51' 26" W 1215.25 feet to a point of curvature; thence running with a curve to the right of radius 35.00 feet (having chord of 50.26 feet, bearing N 26° 58' 00" W) an arc length of 56.07 feet to a point of tangency lying in an easterly line of State Route No. 637; thence running with said easterly line of State Route No. 637 N 18° 55' 26" E 182.50 feet to a point; said point being a corner between Section One, Huntington Ridge and the land herein described; thence departing said easterly line of State Route No. 637 and running with the dividing line between said Section One, Huntington Ridge and the land herein described S 72° 51' 26" E 1064.07 feet and N 17° 08' 34" E 192.12 feet to a point on a curve lying in aforesaid southerly line of South Sugarland Run Drive; thence running with said southerly line of South Sugarland Run Drive with a curve to the left of radius 510.00 feet (having chord of 121.28 feet, bearing S 72° 42' 29" E) an arc length of 121.55 feet to a point of tangency; thence continuing with said southerly line of South Sugarland Run Drive S 79° 09' 20" E 168.00 feet to the point and place of beginning, containing 6.921 acres of land more or less.



January 28, 1977

Calvin R. Allen
Calvin R. Allen
Land Surveyor

EXHIBIT A
1 OF 2

METES AND BOUNDS DESCRIPTION
9.446 ACRES
SECTION ONE
HUNTINGTON RIDGE
BROAD RUN MAGISTERIAL DISTRICT
LOUDOUN COUNTY, VIRGINIA

Beginning at a point lying in an easterly line of State Route No. 637, said point being a corner between a 7.326 acre portion of the land of Huntington Ridge and the land herein described; thence from the point of beginning departing said easterly line of State Route No. 637 and running with the dividing line between aforesaid 7.326 acre portion of the land of Huntington Ridge and the land herein described the following courses and distances: S 73° 02' 16" E 96.79 feet; S 16° 57' 41" E 26.50 feet; S 73° 02' 16" E 156.00 feet; S 16° 57' 44" W 35.50 feet; S 73° 02' 16" E 79.00 feet; S 16° 57' 44" W 155.00 feet; S 73° 02' 16" E 143.85 feet; N 16° 57' 14" E 180.96 feet; S 64° 11' 45" E 71.96 feet; and N 74° 01' 22" E 70.49 feet to a point on a curve lying in a westerly line of South Sugarland Run Drive (80 feet wide); thence running with said westerly line of South Sugarland Run Drive with the curve to the left of radius 510.00 feet (having chord of 555.15 feet, bearing S 35° 19' 42" E) an arc length of 583.06 feet to a point on a curve; thence departing said South Sugarland Run Drive and running through Huntington Ridge S 17° 08' 34" W, 192.12 feet and N 72° 51' 36" E, 1064.07 feet to a point lying in aforesaid easterly line of State Route No. 637; thence running with said easterly line of State Route No. 637 N 18° 55' 26" E, 481.85 feet to the point and place of beginning, containing 9.446 acres of land more or less.



Calvin R. Allen
Calvin R. Allen
Land Surveyor

January 28, 1977

Exhibit A
2012

BT

746 552

10416

SUPPLEMENTAL DECLARATION

9325

CORRECTION

THIS SUPPLEMENTAL DECLARATION is made this 24 day of

September, 1979, by DUNKLE ASSOCIATES, INC., a Pennsylvania
/and GABELL ASSOCIATES, INC., a Pennsylvania Partnership,
corporation (hereinafter referred to as the "Developer"), and

SUGARLAND RUN HOMEOWNERS ASSOCIATION, INC., (hereinafter referred
to as the "Association").

W I T N E S S E T H:

WHEREAS, Boise Cascade Building Company, a Maryland corpora-
tion, executed a Declaration (hereinafter referred to as the
"Original Declaration"), dated February 11, 1971, and recorded
in the Office of the Clerk of the Circuit Court of Loudoun County,
Virginia, in Deed Book 524, Page 140, pursuant to which the real
property (hereinafter referred to as the "Original Property")
situated in Broad Run Magisterial District, Loudoun County,
Virginia, known as Lots 11 to 114, both inclusive, and Lots 147 to
284, both inclusive, Parcels 1 and 9 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 Plat Book 12, at Page 125, et seq., were subjected to
certain covenants, restrictions, easements, charges and liens
(hereinafter referred to collectively as the "Restrictions");

WHEREAS, pursuant to the provisions of Article III of the
Original Declaration, the Restrictions may be extended to addition-
al real property pursuant to the execution and recordation of a
Supplemental Declaration;

WHEREAS, the Developer acquired from Tillie M. Hepner Lots
1 through 53, of Sugarland West as the same appear recorded among
the Land Records of Loudoun County, Virginia, in Plat Book 16, at
Page 51 and Page 52; and

WHEREAS, the Developer and the Sugarland Run Homeowners
Association desire to extend the aforesaid Restrictions to the

Return To:
Kohilhaas, Garner & Webb

said property, pursuant to the provisions of Article III of the Original Declaration; and

WHEREAS, a meeting of the membership of the Sugarland Run Homeowners Association was held on July 1, 1979, due notice having been sent to the membership in accordance with the provision of the by-laws of the Association, and said membership having approved the annexation of additional lands pursuant to the provisions of Article III;

NOW THEREFORE, the Developer and Association hereby declare that the property as set forth in Plat Book 16, at Pages 51 and 52, shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in and all of the provisions of the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property and that the Additional Property shall constitute part of "the Properties" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

IN WITNESS WHEREOF, Dunckle Associates, Inc., has caused this instrument to be executed by James W. McStravick, its Vice-President, and its Corporate Seal to be hereunto affixed and attested by William F. Ott, its Asst. Secretary and the Sugarland Run Homeowners Association, Inc., has caused this instrument to be executed by Ralph Sigler, its President, and its Corporate Seal to be hereunto affixed and attested by Leticia P. Clear, its Secretary, on the day and year first above written.

ATTEST:

By

William F. Ott
[Corporate Seal]
Asst. Secty.

ATTEST:

By

[Corporate Seal]

DUNCKLE ASSOCIATES, INC.

By

James M. McStravick
JAMES M. McSTRAVICK
Vice-President

SUGARLAND RUN HOMEOWNERS
ASSOCIATION, INC.

By

Ralph Sigler
RALPH SIGLER
President

STATE OF Pennsylvania
COUNTY OF Chester, SS:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do certify that JAMES W. McSTRAVICK, whose name is signed to the writing above, bearing date on the 26 day of September, 1979, as Vice-President of Dunckle Associates, Inc., has acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand this 26 day of September, 1979.

Phyllis G. Waack
Notary Public

My Commission expires: NOV 15 1980
PHYLIS G. WAACK, NOTARY PUBLIC
EASTTOWN TOWNSHIP, CHESTER COUNTY
MY COMMISSION EXPIRES, DEC. 8, 1980
Member, Pennsylvania Association of Notaries

STATE OF Pennsylvania,
COUNTY OF Chester, SS:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do certify that James W. McStravick whose name is signed to the writing above, bearing date on the 26 day of September, 1979, as Vice President of Dunckle Associates, Inc., has acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand this 26 day of September, 1979.

Phyllis G. Waack
Notary Public

My Commission expires: NOV 15 1980
PHYLIS G. WAACK, NOTARY PUBLIC
EASTTOWN TOWNSHIP, CHESTER COUNTY
MY COMMISSION EXPIRES, DEC. 8, 1980
Member, Pennsylvania Association of Notaries

STATE OF Virginia,
COUNTY OF Loudoun, SS:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do certify that RALPH SIGLER, whose name is signed to the writing above, bearing date on the 24 day of September, 1979, as President of Sugarland Run Homeowners

Association, Inc., has acknowledged the same before me in my State and County aforesaid.

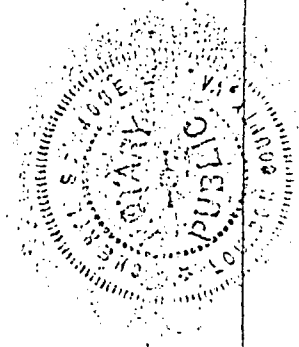
GIVEN under my hand this 24th day of September, 1979.

Cheryl S. Jove
Notary Public

My Commission expires: June 14 1983

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia 10-4-79
at 11:10 A.M. This instrument was
received and, with the certificate annexed,
admitted to record.

Tester J.P. Howard Clerk



IN WITNESS WHEREOF, GABELL ASSOCIATES, INC., has caused this instrument to be executed by Robert F. Kohlhaas, its Vice President, on the 9th day of November, 1979.

GABELL ASSOCIATES, INC.

BY: Robert F. Kohlhaas
Robert F. Kohlhaas
Vice President

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert F. Kohlhaas, whose name is signed to the foregoing writing, bearing date on the 24th day of September, 1979, as Vice President of GABELL ASSOCIATES, INC., has acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this 9th day of November, 1979.

My commission expires on the 25th day of May, 1980.

Donna M. Dargatzis
Notary Public
FAIRFAX COUNTY

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that James W. McStravick, as Vice President of Dunckle Associates, Inc. and Ralph Sigler, as President of Sugarland Run Homeowners Association, Inc., whose names are signed to the foregoing Declaration recorded in Deed Book 743, at Page 109, among the land records of Loudoun County, Virginia, did re-acknowledge their signatures and the same is re-recorded for the purpose of including GABELL ASSOCIATES, INC., a Pennsylvania Partnership as an additional Declarant and that the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 524, at Page 140, among the land records of Loudoun County, Virginia will supercede the Covenants, Conditions and Restrictions recorded in Deed Book 706, at Page 458, among the said land records.

GIVEN under my hand this 9th day of November, 1979.

My commission expires on the 25th day of May, 1980.

Donna M. Dargatzis
Notary Public
FAIRFAX COUNTY

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia 11-13-79
at 11:32 A.M. This instrument was
received and, with the certificate annexed,
admitted to record.

Testes: J. H. Howard Clerk

Mailed 11-27-79
Kohlhaas, Robert F.
1000 arb. Blvd., Suite 325
Falls Church, VA 22042

BK0839PG0987 BK0839PG0987
BR0839PG0987

07827

09171

Corrected

SUPPLEMENTAL DECLARATION

To Add Exhibit "A"

THIS SUPPLEMENTAL DECLARATION is made this 15th day of February, 1984 ~~December, 1983~~, by and between SUGARLAND SQUARE LIMITED PARTNERSHIP, a Virginia limited partnership (hereinafter referred to as "Sugarland Square"), and SUGARLAND RUN HOME-OWNERS ASSOCIATION, INC., a Virginia corporation (hereinafter referred to as the "Association");

W I T N E S S E T H

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration (hereinafter referred to as the "Original Declaration"), dated February 11, 1971, and recorded in the office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 140, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11 to 114, both inclusive, and Lots 147 to 284, both inclusive, Parcels 1 and 9 and Green Area Parcels 2, 3, 4, 5, 6, and 7, as the same appears on the plats of Section One, Sugarland Run, recorded among the Land Records of Loudoun County, Virginia, in Plat Book 12 at Page 125, et seq., were subjected to certain covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions");

WHEREAS, pursuant to the provisions of Article III of said Original Declaration, the Restrictions may be extended to additional real property by the Association as more particularly set forth in Article III, of the Original Declaration, pursuant to the execution and recordation of a Supplemental Declaration;

Return to: HAIGHT, TRAMONTE & SICILIANO
Lawyers
210 East Broad Street
Falls Church, Virginia 22046

240 OFFICES
HANES, SEVILA,
SAUNDERS & McCAHILL
A PROFESSIONAL CORPORATION
100 NORTH LINDEN STREET
POST OFFICE BOX 628
FALLS CHURCH, VIRGINIA 22046

201 272 5200

WHEREAS, Sugarland Square is the sole owner of certain real property (herein referred to as the "Additional Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof, having acquired the same by Deed recorded in Deed Book 805, at Page 355, among the Land Records of Loudoun County, Virginia; and

WHEREAS, Sugarland Square and the Association desire to extend the aforesaid Restrictions to the Additional Property pursuant to the provisions of Article III of the Original Declaration; and

WHEREAS, a meeting of the membership of the Association was held on July 1, 1983, due notice having been sent to the membership in accordance with the provisions of the Original Declarations and the By-laws of the Association, and said membership having approved the annexation of the Additional Property pursuant to the provisions of Article III and the By-laws of the Association;

NOW, THEREFORE, Sugarland Square hereby declares with the consent and approval of the Association that the Additional Property shall be held, transferred, sold, conveyed, occupied and used subject to all of the Restrictions contained in and all of the provisions of the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property and the Additional Property shall constitute a part of "the Properties" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

IN WITNESS WHEREOF, Sugarland Square Limited Partnership and the Sugarland Run Homeowners Association have caused this

instrument to be executed by their respective Presidents
and their seals to be hereunto affixed and attested by their
respective Secretaries on the day and year first above
written.

SUGARLAND SQUARE LIMITED PARTNERSHIP

By *Clifford E. Forlines*
President, Clifford E. Forlines
Kettler Forlines, Inc.,
General Partner

ATTEST:

Richard L. Kettler
Witness

SUGARLAND RUN HOMEOWNERS
ASSOCIATION, INC.

By *Ralph Sigler*
President Ralph Sigler

ATTEST:

Harry Z. Zepf
Secretary
[Corporate Seal]

STATE OF MARYLAND
COUNTY OF FREDERICK, to-wit:

I, the undersigned, a Notary Public, in and for the jurisdiction aforesaid, whose notarial commission expires on the 1st day of July, 1986, do hereby certify that Clifford E. Forlines, President of KETTLER FORLINES, INC., a Maryland Corporation, General Partner for Sugarland Square Limited Partnership, whose name is signed to the foregoing Supplemental Declaration, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 1st day of February, 1984.

Karen C. Doty
Notary Public

STATE OF Virginia
COUNTY OF Loudoun, to-wit:

I, the undersigned, a Notary Public, in and for the jurisdiction aforesaid, whose notarial commission expires on the 27th day of November, 1984, do hereby certify that Ralph Sigler, President of SUGARLAND RUN HOMEOWNERS ASSOCIATION, INC., whose name is signed to the foregoing Supplemental Declaration, has acknowledged the same before me in my jurisdiction aforesaid.

Given under by hand and seal this 1st day of January, 1984.

Patricia J. Clear
Notary Public

EXHIBIT "A" TO
SUPPLEMENTAL DECLARATION DATED
FEBRUARY 1, 1984

Lots 1A, 2A, 3, 4A-8A (both inclusive), 9, 10A-14A (both inclusive), 15, 16A, 17A, 18, 19, 20A-26A (both inclusive), 27, 28A, 29A, 30, 31, 32A-35A (both inclusive), 36, 37A-42A (both inclusive), 43, 44A-47A, 48, 49A-53A (both inclusive), 54, and 55A-58A (both inclusive), SUGARLAND SQUARE, as the same appear duly dedicated, platted and recorded in Deed Book 813 at page 671, and resubdivided in Deed Book 817 at page 1925, all among the land records of Loudoun County, Virginia; and

Parcels "A" and "B", SUGARLAND SQUARE, as the same appear duly dedicated, platted and recorded in Deed Book 813 at page 671, and resubdivided in Deed Book 817 at page 1925, among the aforesaid land records.

RECORDED/W/CERTIFICATE ANNEXED

1984 MAR 30 AM 10:46

LOUDOUN CO., VA.

Teste: *L.R. Howard* Clerk

316
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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

WHEREAS, BCBC has heretofore acquired the fee simple title to the land located in Broad Run Magisterial District, Loudoun County, Virginia, and more particularly described in a Deed, recorded among the Land Records of Loudoun County, Virginia in Deed Book 499, Page 359, et seq. from the Grantor named therein, to R. A. Watt Company of Maryland, Inc. (which subsequently changed its corporate name to Boise Cascade Building Company), the description of which is incorporated by reference herein as if fully set forth herein;

WHEREAS, BCBC has subdivided a portion of the abovementioned land into various lots (said portion being hereinafter referred to as the "Property" and being more fully described in Exhibit A attached hereto and made a part hereof), and intends to improve said lots and sell the same to the general public and therefore desires to subject the same to certain covenants, agreements, easements, restrictions, charges and liens (hereinafter referred to collectively as the "Restrictions") as hereinafter set forth;

WHEREAS, BCBC desires to provide for the orderly development of the Property and to provide a general plan therefor to insure the preservation of values and the aesthetic character of the Property; and

See Record of Restrictions
524-413

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

NOW, THEREFORE, BCBC hereby declares that 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.

1. DEFINITIONS

(a) "Owner" shall mean and refer to the owner of any "Lot" within the Property, or any common or joint interest therein if such Lot is owned by more than one person or entity.

(b) "Property" shall mean and refer to that certain real property more particularly described above, and from and after any annexation, such additional lands as may be annexed thereto by BCBC by the execution and filing for recordation among the Land Records of Loudoun County of an instrument expressly stating its intention so to annex and describing the additional lands to be so annexed.

(c) "Structure" shall mean and refer to any thing or device [other than trees, shrubbery (less than two(2) feet high if in the form of a hedge) and landscaping] the placement of which upon any lot, or other parcel of land, may affect the appearance of such lot or parcel, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall, hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot or parcel. "Structure" shall

also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot or parcel, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot or parcel and (ii) any change in the grade of any lot or parcel of more than six (6) inches from that existing at the time of purchase by each Owner.

(d) "Architectural Committee" shall mean any three (3) persons so designated and appointed from time to time by BCBC to serve as said Committee at the pleasure of BCBC. Beginning July 1, 1985, the owners of a majority of the Lots shall elect the three members of the Architectural Committee, one of which shall be elected for an initial term of three years. After said initial terms, all members of the Architectural Committee shall serve for three year terms; PROVIDED, HOWEVER, that BCBC reserves the right upon thirty days notice to the Owners of all Lots within the Property, to withdraw, prior to July 1, 1985, all of its designated members of the Architectural Committee, in which event the owners of a majority of the Lots shall immediately elect new members, as herein provided, to fill said vacancies.

In the event of the death or resignation of any individual member of the Architectural Committee, the surviving or remaining member or members shall appoint a member to fill out the unexpired term of the deceased or resigning member. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to any compensation for services performed as such.

(e) "Lot" shall mean and refer to any plot of land shown on a recorded subdivision plat upon which a detached single family dwelling may be constructed.

(f) "Established Drainage" shall mean the drainage pattern existing at the time of the completion of the grading of the Property or any part thereof, including such planting of vegetation as may have been made by BCBC.

2. 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.

3. PERMITTED USE

No Lot, or any portion thereof, shall be used for any purpose other than as a single family private residence.

4. PROHIBITED USES

(a) No noxious or offensive acts shall be conducted in or upon, or suffered to be conducted in or upon any Lot; nor shall any nuisance be maintained, or suffered to be maintained in or upon any such Lot.

(b) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.

(c) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed

or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be permitted or maintained, except customary household television antenna.

(d) No motor vehicles, (other than that of a private passenger type), boat, boat trailer, house trailer, trailer or any similar items shall be stored in or upon any Lot unless the same is stored in a garage so as to be entirely hidden from the view of adjacent and surrounding property.

(e) No temporary building, trailer, garage, or building in the course of construction or other temporary structure shall be used, temporarily, or permanently, as a residence on any Lot.

(f) No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, in such a place so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Lots.

(g) No water pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall

be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

(h) No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot by any Owner other than BCBC without the express written authorization of the Architectural Committee. The Architectural Committee in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem appropriate, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization.

(i) No birds, animals or insects shall be bred, raised, kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the Property. The Architectural Committee may, from time to time, publish and impose reasonable regulations setting forth the type and number of domestic animals that may be kept on any Lot.

(j) No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Notwithstanding the foregoing, a family or professional name plate, a name and address plate, or an address plate, none of which shall exceed 240 square inches in area, and a temporary sign, not to exceed eight (8) square feet in area, for the purpose of advertising the property for sale may be displayed on a Lot.

• The Architectural Committee may establish other criteria with respect to the size, form and location of such signs.

(k) Use of a Lot for any purpose other than that of a single family residence shall not be permitted without the specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding Property, may permit a Lot, or any improvement thereon, to be used in whole or in part for some purpose other than a single family residence. No such use shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood.

(l) No clothing or any other household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use and unless the same is enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Committee. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

(m) No change in the exterior colors of any dwelling house shall be made without the express written authorization of the Architectural Committee.

Notwithstanding other provisions herein, the Architectural Committee may authorize any Owner of any Lot with respect to the property owned by him, to:

(a) temporarily use a single family dwelling house for more than one family;

(b) maintain a sign other than as expressly permitted herein;

(c) locate structures other than the principal dwelling house within set-back areas on a temporary basis.

5. PROHIBITED STRUCTURES

No structure other than a detached dwelling, a private garage (designed for use by not more than two (2) automobiles), a swimming pool, patios, walkways, customary household television antenna, and fences and such other structures as may be appurtenant to said specified structures, shall be erected, placed or maintained on any Lot, without the express written authorization of the Architectural Committee.

6. CONSTRUCTION AND/OR ALTERATIONS OF STRUCTURES

(a) No construction of, or alterations to, any structure shall be commenced, made, placed, erected, or permitted to remain on a Lot by any person, firm or corporation unless and until the plans and specifications therefor and a plot plan (showing the location of such structure, alteration or modification on the affected portion of the Property) shall have been approved in writing by the Architectural Committee, it being the intention of BCBC that such structures, or alterations or modifications thereto, shall generally conform in design to and be in aesthetic harmony with structures existing on other areas of the Property and in conformity with the over-all development scheme of the Property; EXCEPT THAT the provisions of this subsection 6(a) shall not be applicable to, or binding upon, BCBC.

(b) In the event that the Architectural Committee fails to approve or disapprove any plan, specification, design or plot plan within sixty (60) days after same shall have been submitted to it then such plan, specification, design or plot plan shall be deemed to have been approved by the Architectural Committee, provided, however, that such approval shall not be deemed to be a waiver of any covenant, condition or restriction herein provided.

7. SIZE OF DWELLING

No dwelling shall be erected on any Lot which has a total floor area for the main structure, exclusive of porches, garages, and carports, of less than (i) one thousand two hundred fifty (1,250) square feet in the case of detached houses or (ii) nine hundred (900) square feet in the case of townhouses.

8. EASEMENTS

BCBC, for itself and its successors and assigns, hereby creates easements over, under, in, on, and through the "easement area", as hereinafter defined, of each Lot or other parcel of land for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, and inspection of sewer, water, drainage, electric, gas, telephone and cable telephone facilities and the wires, lines, conduits and other necessary and proper attachments in connection therewith, for the benefit of the adjoining land owners, BCBC, any Federal, State or local authority, commission, or agency having jurisdiction thereover and any corporation, either public, quasi-public or private, supplying or servicing such facilities.

The term "easement area", as used herein, shall mean and refer (i) to a ten (10) foot wide strip of land parallel and adjacent to each front and rear lot line of each Lot or parcel of land and five (5) feet in width from each side lot line of each Lot or parcel of land, and (ii) such additional areas on each Lot or other parcel of land with respect to which easements are shown on the recorded subdivision plat relating thereto.

9. DRAINAGE

No person, except BCBC or its duly authorized agents, shall obstruct, alter or in any way modify the established drainage pattern from, on or over any Lot or parcel of land, nor shall any person obstruct, alter or in any way modify any drainage swales, devices and/or facilities now installed on any Lot or parcel of land, nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage.

10. DURATION

The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by BCBC, and the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded; after which time said Restrictions shall be automatically extended for successive periods of ten years. This Declaration may not be amended in any respect [except with regard to the annexation of additional properties as set forth in Section 1(b) hereof] except by the execution of an instrument signed by not less than seventy five percent (75%) of the Owners of the Lots, which instrument shall be filed for recording among the Land Records of Loudoun County, Virginia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, provided that any amendment made prior to December 31, 1975

shall require the written approval of BCBC. After twenty (20) years from the date this Declaration is recorded, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than sixty seven percent (67%) of the Owners of the Lots which instrument shall be filed for recording among the Land Records of Loudoun County, Virginia, or in such other place of recording as may be appropriate at the time of execution of such instrument.

11. REMEDIES

(a) Violation or breach of any Restriction herein contained shall give BCBC or the Architectural Committee, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right, upon 15 days notice, to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass, or be liable for any damage, for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of any Owner of a Lot within the Property to enforce the Restrictions by appropriate judicial proceedings.

(b) Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as other available relief either at law or in equity.

(c) Any party to a proceeding who succeeds in enforcing a Restriction or enjoining the violation of a Restriction against an Owner of a Lot may be awarded a reasonable attorneys' fee against such Owner.

12. NON-WAIVER

The failure of BCBC, the Architectural Committee, or the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns, to enforce any Restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

13. CONSTRUCTION AND INTERPRETATION

BCBC and the Architectural Committee to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, BCBC and the Architectural Committee shall take into consideration the best interests of the Owners of the Lots to the end that the Property shall be preserved and maintained as a high quality community.

14. SEVERABILITY

" All of the covenants, conditions, restrictions, and reservations herein contained are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful or unenforceable shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations, or clause or phrase thereof.

15. MISCELLANEOUS

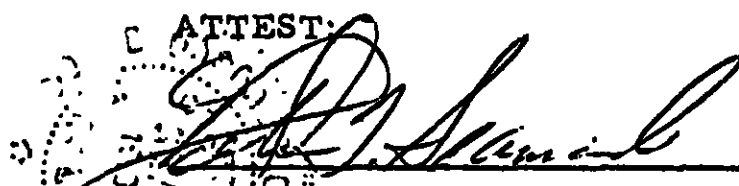
(a) The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

(b) No violation of any of these Restrictions shall defeat or render invalid the lien of any mortgage or deed of trust which is a lien upon any portion of the Property; provided, however, that any mortgagee (or beneficiary under a deed of trust) in actual possession, or any purchaser at any mortgagee's or foreclosure sale shall be bound by and subject to these Restrictions as fully as any other Owner of any Lot.

(c) Each grantee accepting a deed, lease or other instrument conveying any interest in a Lot, whether or not the same incorporates or refers to these Restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these Restrictions.

(d) No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

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

ATTEST:

 [Corporate Seal]

BOISE CASCADE BUILDING COMPANY
 By 
 Fred Kober, Vice President

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

I, Shirley Vreeland, a Notary Public in and for
the State and County aforesaid, do certify that Fred Kober
and Pete J. Scamardo, 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 Vreeland
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.

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

FEB. 12 1971 at 3:31 P.M. The foregoing instrument was this day
presented in said office and, with certificate annexed, admitted to record.

Teste: J. J. Mante Clerk
By Louisa S. Hutchison, Deputy Clerk

Boise Cascade Bldg Co.
Pete J. Scamardo
Fred Kober
Delivered Spring Md. with P.O. Scamardo

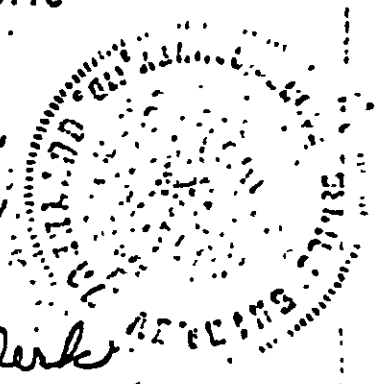
Shirley Ireland
Notary Public

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

FEB. 26 1971 at 2:58 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 Louisa B. Hutchison, Deputy Clerk



399
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made and executed this 26th day of February, 1971 by BOISE CASCADE BUILDING COMPANY, a Maryland corporation (hereinafter referred to as "BCBC").

WHEREAS, BCBC has heretofore acquired the fee simple title to the land located in Broad Run Magisterial District, Loudoun County, Virginia, and more particularly described in a Deed, recorded among the Land Records of Loudoun County, Virginia in Deed Book 499, Page 359, et seq. from the Grantor named therein, to R. A. Watt Company of Maryland, Inc. (which subsequently changed its corporate name to Boise Cascade Building Company), the description of which is incorporated by reference herein as if fully set forth herein;

WHEREAS, BCBC has subdivided a portion of the abovementioned land into various lots (said portion being hereinafter referred to as the "Property" and being more fully described in Exhibit A attached hereto and made a part hereof), and intends to improve said lots and sell the same to the general public and therefore desires to subject the same to certain covenants, agreements, easements, restrictions, charges and liens (hereinafter referred to collectively as the "Restrictions") as hereinafter set forth;

WHEREAS, BCBC desires to provide for the orderly development of the Property and to provide a general plan therefor to insure the preservation of values and the aesthetic character of the Property; and

Mailed 3-8-71
Boise Cascade
905 Silver Spring Avenue
Silver Spring, Maryland
Attn: Pete Scamardo

Supplemental Declaration
545-189
557-1
588-39

503-34

362
749-1
743-113
Supplemental Declaration
Supplemental Declaration

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

NOW, THEREFORE, BCBC hereby declares that 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.

1. DEFINITIONS

(a) "Owner" shall mean and refer to the owner of any "Lot" within the Property, or any common or joint interest therein if such Lot is owned by more than one person or entity.

(b) "Property" shall mean and refer to that certain real property more particularly described above, and from and after any annexation, such additional lands as may be annexed thereto by BCBC by the execution and filing for recordation among the Land Records of Loudoun County of an instrument expressly stating its intention so to annex and describing the additional lands to be so annexed.

(c) "Structure" shall mean and refer to any thing or device [other than trees, shrubbery (less than two(2) feet high if in the form of a hedge) and landscaping] the placement of which upon any lot, or other parcel of land, may affect the appearance of such lot or parcel, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall, hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot or parcel. "Structure" shall

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also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot or parcel, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot or parcel and (ii) any change in the grade of any lot or parcel of more than six (6) inches from that existing at the time of purchase by each Owner.

(d) "Architectural Committee" shall mean any three (3) persons so designated and appointed from time to time by BCBC to serve as said Committee at the pleasure of BCBC. Beginning July 1, 1985, the owners of a majority of the Lots shall elect the three members of the Architectural Committee, one of which shall be elected for an initial term of three years. After said initial terms, all members of the Architectural Committee shall serve for three year terms; PROVIDED, HOWEVER, that BCBC reserves the right upon thirty days notice to the Owners of all Lots within the Property, to withdraw, prior to July 1, 1985, all of its designated members of the Architectural Committee, in which event the owners of a majority of the Lots shall immediately elect new members, as herein provided, to fill said vacancies.

In the event of the death or resignation of any individual member of the Architectural Committee, the surviving or remaining member or members shall appoint a member to fill out the unexpired term of the deceased or resigning member. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to any compensation for services performed as such.

(e) "Lot" shall mean and refer to any plot of land shown on a recorded subdivision plat upon which a detached single family dwelling may be constructed.

(f) "Established Drainage" shall mean the drainage pattern existing at the time of the completion of the grading of the Property or any part thereof, including such planting of vegetation as may have been made by BCBC.

2. 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.

3. PERMITTED USE

No Lot, or any portion thereof, shall be used for any purpose other than as a single family private residence.

4. PROHIBITED USES

(a) No noxious or offensive acts shall be conducted in or upon, or suffered to be conducted in or upon any Lot; nor shall any nuisance be maintained, or suffered to be maintained in or upon any such Lot.

(b) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.

(c) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed

or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be permitted or maintained, except customary household television antenna.

(d) No motor vehicles, (other than that of a private passenger type), boat, boat trailer, house trailer, trailer or any similar items shall be stored in or upon any Lot unless the same is stored in a garage so as to be entirely hidden from the view of adjacent and surrounding property.

(e) No temporary building, trailer, garage, or building in the course of construction or other temporary structure shall be used, temporarily, or permanently, as a residence on any Lot.

(f) No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, in such a place so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Lots.

(g) No water pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall

be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

(h) No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot by any Owner other than BCBC without the express written authorization of the Architectural Committee. The Architectural Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem appropriate, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization.

(i) No birds, animals or insects shall be bred, raised, kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the Property. The Architectural Committee may, from time to time, publish and impose reasonable regulations setting forth the type and number of domestic animals that may be kept on any Lot.

(j) No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Notwithstanding the foregoing, a family or professional name plate, a name and address plate, or an address plate, none of which shall exceed 240 square inches in area, and a temporary sign, not to exceed two (2) square feet in area, for the purpose of advertising the property for sale may be displayed on a Lot.

The Architectural Committee may establish other criteria with respect to the size, form and location of such signs.

(k) Use of a Lot for any purpose other than that of a single family residence shall not be permitted without the specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding Property, may permit a Lot, or any improvement thereon, to be used in whole or in part for some purpose other than a single family residence. No such use shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood and such use is in compliance with all Loudoun County ordinances.

(l) No clothing or any other household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use and unless the same is enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Committee. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

(m) No change in the exterior colors of any dwelling house shall be made without the express written authorization of the Architectural Committee.

Notwithstanding other provisions herein, the Architectural Committee may authorize any Owner of any Lot with respect to the property owned by him, to:

(a) temporarily use a single family dwelling house for more than one family;

(b) maintain a sign other than as expressly permitted herein;

(c) locate structures other than the principal dwelling house within set-back areas on a temporary basis.

5. PROHIBITED STRUCTURES

No structure other than a detached dwelling, a private garage (designed for use by not more than two (2) automobiles), a swimming pool, patios, walkways, customary household television antenna, and fences and such other structures as may be appurtenant to said specified structures, shall be erected, placed or maintained on any Lot, without the express written authorization of the Architectural Committee.

6. CONSTRUCTION AND/OR ALTERATIONS OF STRUCTURES

(a) No construction of, or alterations to, any structure shall be commenced, made, placed, erected, or permitted to remain on a Lot by any person, firm or corporation unless and until the plans and specifications therefor and a plot plan (showing the location of such structure, alteration or modification on the affected portion of the Property) shall have been approved in writing by the Architectural Committee, it being the intention of BCBC that such structures, or alterations or modifications thereto, shall generally conform in design to and be in aesthetic harmony with structures existing on other areas of the Property and in conformity with the over-all development scheme of the Property; EXCEPT THAT the provisions of this subsection 6(a) shall not be applicable to, or binding upon, BCBC.

(b) In the event that the Architectural Committee fails to approve or disapprove any plan, specification, design or plot plan within sixty (60) days after same shall have been submitted to it then such plan, specification, design or plot plan shall be deemed to have been approved by the Architectural Committee, provided, however, that such approval shall not be deemed to be a waiver of any covenant, condition or restriction herein provided.

7. SIZE OF DWELLING

No dwelling shall be erected on any Lot which has a total floor area for the main structure, exclusive of porches, garages, and carports, of less than (i) one thousand two hundred fifty (1,250) square feet in the case of detached houses or (ii) nine hundred (900) square feet in the case of townhouses.

8. EASEMENTS

BCBC, for itself and its successors and assigns, hereby creates easements over, under, in, on, and through the "easement area", as hereinafter defined, of each Lot or other parcel of land for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, and inspection of sewer, water, drainage, electric, gas, telephone and cable telephone facilities and the wires, lines, conduits and other necessary and proper attachments in connection therewith, for the benefit of the adjoining land owners, BCBC, any Federal, State or local authority, commission, or agency having jurisdiction thereover and any corporation, either public, quasi-public or private, supplying or servicing such facilities.

The term "easement area", as used herein, shall mean and refer (i) to a ten (10) foot wide strip of land parallel and adjacent to each front and rear lot line of each Lot or parcel of land and five (5) feet in width from each side lot line of each Lot or parcel of land, and (ii) such additional areas on each Lot or other parcel of land with respect to which easements are shown on the recorded subdivision plat relating thereto.

9. DRAINAGE

No person, except BCBC or its duly authorized agents, shall obstruct, alter or in any way modify the established drainage pattern from, on or over any Lot or parcel of land, nor shall any person obstruct, alter or in any way modify any drainage swales, devices and/or facilities now installed on any Lot or parcel of land, nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage.

10. DURATION

The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by BCBC, and the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded; after which time said Restrictions shall be automatically extended for successive periods of ten years. This Declaration may not be amended in any respect [except with regard to the annexation of additional properties as set forth in Section 1(b) hereof] except by the execution of an instrument signed by not less than seventy five percent (75%) of the Owners of the Lots, which instrument shall be filed for recording among the Land Records of Loudoun County, Virginia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, provided that any amendment made prior to December 31, 1975

shall require the written approval of BCBC. After twenty (20) years from the date this Declaration is recorded, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than sixty seven percent (67%) of the Owners of the Lots which instrument shall be filed for recording among the Land Records of Loudoun County, Virginia, or in such other place of recording as may be appropriate at the time of execution of such instrument.

11. REMEDIES

(a) Violation or breach of any Restriction herein contained shall give BCBC or the Architectural Committee, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right, upon 15 days notice, to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass, or be liable for any damage, for such entry, abatement or removal. Nothing herein contained shall be deemed to affect or limit the rights of any Owner of a Lot within the Property to enforce the Restrictions by appropriate judicial proceedings.

(b) Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as other available relief either at law or in equity.

(c) Any party to a proceeding who succeeds in enforcing a Restriction or enjoining the violation of a Restriction against an Owner of a Lot may be awarded a reasonable attorneys' fee against such Owner.

12. NON-WAIVER

The failure of BCBC, the Architectural Committee, or the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns, to enforce any Restriction herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

13. CONSTRUCTION AND INTERPRETATION

BCBC and the Architectural Committee to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, BCBC and the Architectural Committee shall take into consideration the best interests of the Owners of the Lots to the end that the Property shall be preserved and maintained as a high quality community.

14. SEVERABILITY

All of the covenants, conditions, restrictions, and reservations herein contained are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful or unenforceable shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations, or clause or phrase thereof.

15. MISCELLANEOUS

(a) The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.


(b) No violation of any of these Restrictions shall defeat or render invalid the lien of any mortgage or deed of trust which is a lien upon any portion of the Property; provided, however, that any mortgagee (or beneficiary under a deed of trust) in actual possession, or any purchaser at any mortgagee's or foreclosure sale shall be bound by and subject to these Restrictions as fully as any other Owner of any Lot.

(c) Each grantee accepting a deed, lease or other instrument conveying any interest in a Lot, whether or not the same incorporates or refers to these Restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these Restrictions.

(d) No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

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

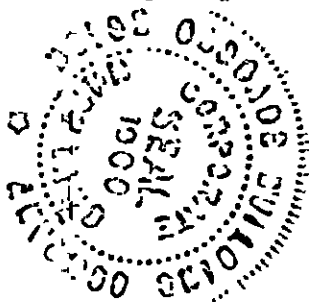
ATTEST:


Pete T. Scamardo, Asst. Secy.

BOISE CASCADE BUILDING COMPANY

By 
Fred Kober, Vice President

[Corporate Seal]



State of Maryland)
County of Prince George's)

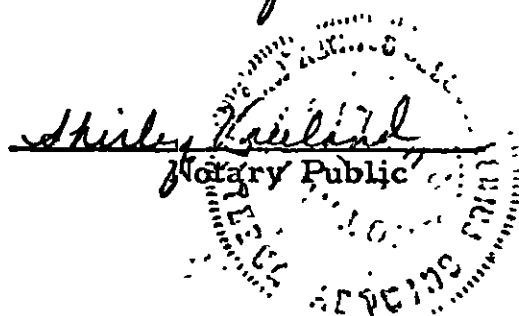
to wit:

BOOK 524 PAGE 427

I, Shirley Vreeland, a Notary Public in and for the
State and County aforesaid, do certify that Fred Kober and
Aste J. Kammerlo, whose names are signed to the writing above
bearing date on the 26th 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 26th day of February, 1971.

My commission expires: July 1, 1974



State of _____)
County of _____) to wit:

I, _____, a Notary Public in and for the
State and County aforesaid, do certify that _____,
whose name is signed to the writing above, bearing date on the _____ day
of _____, 1971, has acknowledged the same before me in my
county aforesaid.

Given under my hand this _____ day of _____, 1971.

My commission expires: _____
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.

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

FEB. 26 1971 at 3:00 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 B. Hutchison, Deputy Clerk

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852

SUGARLAND RUN
SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION is made this 23rd day of February, 1972, by Boise Cascade Building Company, a Delaware corporation (hereinafter referred to as the "Developer").

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Original Declaration"), dated February 26, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 414, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11 to 114, both inclusive, and Lots 127 to 284, both inclusive, Parcels 1 and 9 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., were subjected to certain covenants, conditions, restrictions and easements (hereinafter referred collectively as the "Restrictions"), and

WHEREAS, pursuant to the provisions of Section 1(b) of the Original Declaration, the Restrictions may be extended to

additional real property pursuant to the execution and recordation of a Supplemental Declaration, and

WHEREAS, Boise Cascade Building Company, a Maryland corporation, has been merged into the Developer pursuant to a statutory merger under which the Developer is the surviving corporation, and

WHEREAS, the Developer is the fee simple owner of certain real property (hereinafter referred to as the "Additional Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof and the Developer desires to extend the Restrictions to the Additional Property and for that purpose to annex the Additional Property to the Original Property;

NOW, THEREFORE, the Developer hereby declares that for the purposes set forth herein the Additional Property is annexed to the Original Property, and that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions of, the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Property" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

IN WITNESS WHEREOF, Boise Cascade Building Company
has caused this instrument to be executed by F. A. Kober, its
Vice President, and its corporate seal to be hereunto affixed and
attested by Richard J. North, its Assistant Secretary,
on the day and year first above written.

ATTEST:

BOISE CASCADE BUILDING COMPANY

Richard J. North By F. A. Kober
Richard J. North Assistant Secretary F. A. Kober, Vice President

[Corporate Seal]

State of Maryland)
County of Prince Georges) to wit:

I, Shirley Vreeland, a Notary Public in
and for the State and County aforesaid, do certify that F. A. Kober and
Richard J. North, whose names are signed to the writing above
bearing date on the 23rd day of February, 1972, 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 23rd day of February, 1972.

Shirley Vreeland
Notary Public

My commission expires

July 1974
NOTARY PUBLIC

EXHIBIT A

(1) Lots two hundred and eighty-five (285) through three hundred and fifty-six (356), inclusive, and Parcels 10, 11, 12, 13, 14, and Parcel 20 in the subdivision known as Section 4, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County in Plat Book 12, Page 159.

(2) Lots three hundred and fifty-seven (357) through four hundred and nine (409), inclusive, and Parcels 15 and 16, in the subdivision known as Section 4, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County in Plat Book 12, Page 160.

(3) Lots four hundred and ten (410), through four hundred and seventy-two (472), and Parcels 15, 17, 18 and 19 in the subdivision known as Section 4, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, in Plat Book 12, Page 161.

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

MAR -3 1972 at 1:34 P.M. The foregoing instrument was this day presented in said office and, with certificate annexed, admitted to record.

Teste:

Clerk

By *J. T. Marty*
Louise S. Hutcheson, Deputy Clerk

Mailed 3-20-72
Baize Cascade
905 Silver Spring Ave.
Silver Spring, Md. 20910
Attn: Ronald A. Steinacker

4081

Section 2

SUGARLAND RUN

SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION is made this 31ST day of JULY, 1972, by LARWIN-ATLANTIC, INC., a Delaware corporation (hereinafter referred to as the "Developer").

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Original Declaration"), dated February 26, 1972, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 414, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11 to 114, both inclusive, and Lots 127 to 284, both inclusive, Parcels 1 and 9 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 Plat Book 12, at Page 125, et. seq., were subjected to certain covenants, conditions, restrictions and easements (hereinafter referred to collectively as the "Restrictions");

WHEREAS, pursuant to the provisions of Section 1(b) of the Original Declaration, the Restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration;

WHEREAS, Boise Cascade Building Company, a Maryland corporation, merged into Boise Cascade Building Co., a Delaware corporation pursuant to a statutory merger under which the latter corporation is the survivor;

- 2 -

WHEREAS, Boise Cascade Building Co. conveyed to the Developer certain real property (hereinafter referred to as the "Additional Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described in Exhibit A attached hereto and made a part hereof, by deed dated May 16, 1972 and recorded May 17, 1972 in Deed Book 549, at Page 298, among the Land Records of Loudoun County, Virginia;

WHEREAS, Boise Cascade Building Co. has assigned all of its rights, duties and obligations under the Original Declaration to the Developer, and the Developer has assumed such rights, duties and obligations; and

WHEREAS, the Developer desires to extend the Restrictions to the Additional Property and for that purpose to annex the Additional Property to the Original Property;

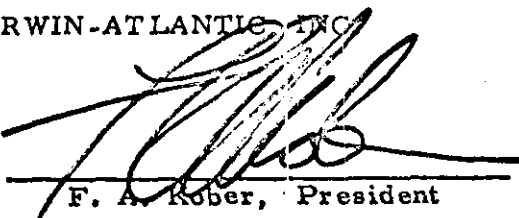
NOW, THEREFORE, the Developer hereby declares that for the purposes set forth herein the Additional Property is annexed to the Original Property, and that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions of, the Original Declaration, that the Restrictions and provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Property" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

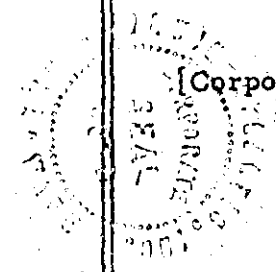
IN WITNESS WHEREOF, Larwin-Atlantic, Inc. has caused this instrument to be executed by F. A. Kober, its President, and its corporate seal to be hereunto affixed and attested by Jeffrey R. Reider, its Assistant Secretary, on the day and year first above written.

ATTEST:

LARWIN-ATLANTIC, INC.


Jeffrey R. Reider,
Assistant Secretary

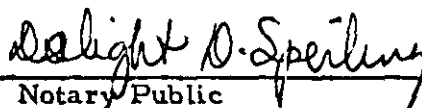
By 
F. A. Kober, President

 [Corporate Seal]

State of MARYLAND)
County of MONTGOMERY) ss:

I, Delight D. Sperling, a Notary Public in and for the State and County aforesaid, do certify that F. A. Kober, whose name is signed to the writing above bearing date on the 31st day of August, 1972, as President of Larwin-Atlantic, Inc. has acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 7th day of August, 1972.


Notary Public

My commission expires:
7/1/74

State of)
District of Columbia, ss:) ss
County of)

I, Mary F. Tyler, a Notary Public in and for
the State and County aforesaid, do certify that Jeffrey R. Reider,
whose name is signed to the writing above bearing date on the _____
day of _____, 1972, as Assistant Secretary of Larwin-Atlantic,
Inc. has acknowledged the same before me in my county aforesaid.

GIVEN under my hand this 12 day of June, 1972.

Mary F. Tyler
Notary Public

My commission expires:

My Commission Expires Sept. 30, 1972

EXHIBIT A

(1) Lots four hundred seventy three (473) through four hundred ninety-six (496), inclusive, Lots five hundred fourteen (514) through five hundred fifty-five (555), inclusive, and Parcels 23, 25 and 29 in the subdivision known as Section 2, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 3.

(2) Lots four hundred ninety-seven (497) through five hundred thirteen (513), inclusive, Lots five hundred fifty-six (556) through five hundred seventy-five (575), inclusive, Lots five hundred seventy-seven (577) through five hundred eighty-six (586), inclusive, Lots seven hundred eighty-seven (787) and seven hundred eighty-eight (788), and Parcels 23, 24 and 25 in the subdivision known as Section 2, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 4.

(3) Lot five hundred seventy-six (576), Lots five hundred eighty-seven (587) through six hundred forty-one (641), inclusive, Lots six hundred forty-four (644) through six hundred eighty (680), inclusive, and Parcels 30, 31 and 32 in the subdivision known as Section 2, Sugarland Run as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 5.

(4) Lots six hundred forty-two (642) and six hundred forty-three (643), Lots six hundred eighty-one (681) through seven hundred eighty-six (786), inclusive, and Parcels 25, 26, 27 and 28 in the subdivision known as Section 2, Sugarland Run, as shown on a plat recorded among the Land Records of Loudoun County, Virginia, in Plat Book 13, Page 6.

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia AUG. 31 1972
at 3:10 P. M. This instrument was received
and, with the certificate annexed, admitted
to record.

Teste:

JTman

Clerk.

Rec'd 9-12-72
FAGELSON, SCHONBERGER, BILLOWITZ & CRENAUER

Return To:
Kohlhaas, Garner & Webb

BOOK 748 - 557
BOOK 763 - 113

10417

SUGARLAND RUN

SUPPLEMENTAL DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

CORRECTION

9326

THIS SUPPLEMENTAL DECLARATION is made this 34 day of

September, 1979, by DUNKLE ASSOCIATES, INC., a
and CABELL ASSOCIATES, INC., a Pennsylvania
Partnership
Pennsylvania corporation (hereinafter referred to as the "Developer") and SUGARLAND RUN HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as the "Association").

W I T N E S S E T H :

WHEREAS, Boise Cascade Building Company, a Maryland corporation, executed a Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Original Declaration"), dated February 26, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 524, Page 414, pursuant to which the real property (hereinafter referred to as the "Original Property") situated in Broad Run Magisterial District, Loudoun County, Virginia, known as Lots 11 to 114, both inclusive, and Lots 127 to 284, both inclusive, Parcels 1 and 9 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., were subjected to certain covenants, conditions, restrictions and easements (hereinafter referred collectively as the "Restrictions"), and

WHEREAS, pursuant to the provisions of Section 1(b) of the Original Declaration, the Restrictions may be extended to additional real property pursuant to the execution and recordation of a Supplemental Declaration, and .

WHEREAS, the Developer is the fee simple owner of certain real property (hereinafter referred to as the "Additional

BOOK 748 PAGE 518

BOOK 743 PAGE 114

Property") located in Broad Run Magisterial District, Loudoun County, Virginia, as described Lots 1 through 53, Sugarland West, as the same appears in Plat Book 16, at Pages 51 and 52, and the Developer and the Association desire to extend the Restrictions to the Additional Property to the Original Property; and

WHEREAS, a meeting of the members of the Association was held on July 1, 1979, after due notice to the membership, and the annexation of said property was approved by the membership;

NOW, THEREFORE, the Developer and the Association hereby declare that for the purposes set forth herein the Additional Property is annexed to the Original Property, and that the Additional Property is and shall be held, transferred, sold, conveyed, occupied and used subject to all the Restrictions contained in, and all of the provisions set forth in the Original Declaration shall run with and bind the Additional Property, and that the Additional Property shall constitute part of "the Property" referred to in the Original Declaration, for and during the period of time specified in the Original Declaration.

IN WITNESS WHEREOF, Dunckle Associates, Inc., has caused this instrument to be executed by James. W. McStravick, its Vice-President, and its Corporate Seal to be hereunto affixed and attested by William F. Ott its Asst. Secretary, and Sugarland Run Homeowners Association, Inc. has caused this instrument to be executed by Ralph Sigler, its President, and its Corporate Seal to be hereunto affixed and attested by William F. Ott its Secretary, on the day and year first above written.

DUNCKLE
ATTEST:

By

[Corporate Seal]

Asst. Sec'y.

ATTEST:

By

[Corporate Seal]

DUNCKLE ASSOCIATES, INC.

By

James W. McStravick
JAMES W. McSTRAVICK
Vice-President

SUGARLAND RUN HOMEOWNERS ASSOCIATION, INC.

By

Ralph Sigler
RALPH SIGLER, President

COUNTY OF Chester,
STATE OF Pennsylvania, SS:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do certify that JAMES W. McSTRAVICK, whose name is signed to the writing above, bearing date on the 24 day of September, 1979, as Vice-President of Dunckle Associates, Inc., has acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand this 26 day of September, 1979.

Phyllis G. Stetson
Notary Public

My Commission expires:

PHYLIS G. STETSON, NOTARY PUBLIC
ALLEGANY COUNTY, PENNSYLVANIA
COMMISSION EXPIRES 12-31-1981

COUNTY OF Chester,
STATE OF Pennsylvania, SS:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do certify that James W. McStravick whose name is signed to the writing above, bearing date on the 26 day of September, 1979, as Vice President of Dunckle Associates Inc., has acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand this 26 day of September, 1979.

Phyllis G. Stetson
Notary Public

My Commission expires:

PHYLIS G. STETSON, NOTARY PUBLIC
ALLEGANY COUNTY, PENNSYLVANIA
COMMISSION EXPIRES 12-31-1981

STATE OF Virginia,
COUNTY OF Loudoun, SS:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do certify that RALPH SIGLER, whose name is signed to the writing above, bearing date of the 24 day of September, 1979, as President of Sugarland Run Homeowners

BOOK 746 PAGE 116
BOOK 743 PAGE 116

Association, Inc., has acknowledged the same before me in my State and County aforesaid.

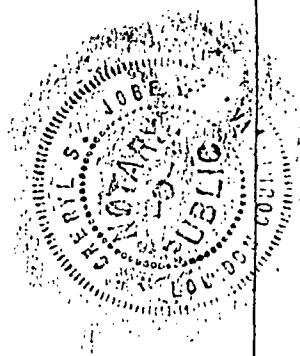
GIVEN under my hand this 24 day of September, 1979.

Cheryl S. Jobe
Notary Public

My Commission expires: June 14, 1983

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia 10-4-79
at 11:11 A. M. This instrument was
received and, with the certificate annexed,
admitted to record.

Teste: J. P. Howard Clerk



Mailed 11-28-79
Kodak Corp., Worcester, Mass.
4400 Wil. Blvd.
Fall Church, Va. 22046

IN WITNESS WHEREOF, GABELL ASSOCIATES, INC., has caused this instrument to be executed by Robert F. Kohlhaas, its Vice President, on the 9th day of November, 1979.

GABELL ASSOCIATES, INC.

By: Robert F. Kohlhaas
Robert F. Kohlhaas
Vice President

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert F. Kohlhaas, whose name is signed to the foregoing writing, bearing date on the 24th day of September, 1979, as Vice President of GABELL ASSOCIATES, INC., has acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this 9th day of November, 1979.

My commission expires on the 25th day of May, 1980.

Donna M. Sigler
Notary Public
PUBLIC
FAIRFAX COUNTY, VA

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that James W. McStravick, as Vice President of Dunckle Associates, Inc. and Ralph Sigler, as President of Sugarland Run Homeowners Association, Inc., whose names are signed to the foregoing Declaration recorded in Deed Book 743, at Page 113, among the land records of Loudoun County, Virginia, did re-acknowledge their signatures and the same is re-recorded for the purpose of including GABELL ASSOCIATES, INC., a Pennsylvania Partnership as an additional Declarant and that the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 524, at Page 414, among the land records of Loudoun County, Virginia will supercede the Covenants, Conditions and Restrictions recorded in Deed Book 706, at Page 458, among the said land records.

GIVEN under my hand this 9th day of November, 1979.

My commission expires on the 25th day of May, 1980.

Donna M. Sigler
Notary Public
PUBLIC
FAIRFAX COUNTY, VA

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia 11-13-79
at 11:33 A. M. This instrument was
received and, with the certificate annexed,
admitted to record.

Testes J. R. Howard Clerk