

Harley K. Kessler
Notary Public

VIRGINIA: In the office of the Clerk of the Circuit Court of Loudoun County,
FEB. 26 1971 at 2:55 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. Hutchins, Deputy Clerk

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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").

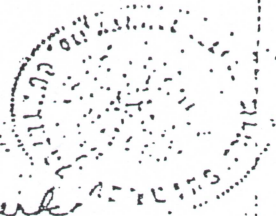
WHEREAS, BCBC has heretofore acquired the fee simple
title to the land located in Broad Run Magisterial District, Loudoun County,
Virginia, and more particularly described in a Deed, recorded
among the Land Records of Loudoun County, Virginia in Deed Book 499,
Page 359, et seq. from the Grantor named 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 abovemention-
ed 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 develop-
ment of the Property and to provide a general plan therefor to insure the
preservation of values and the aesthetic character of the Property; and

Supplemental Declaration
545-189
557-1
588-39

Supplemental Declaration 743-113
Supplemental Declaration 749-117



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 weeding, 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

- (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.

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:

(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.

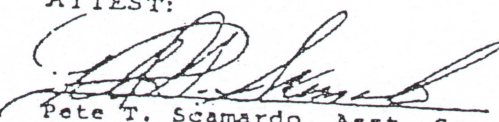
(b) No violation of any of these Restrictions shall defeat or render invalid the lien of any mortgage or deed of trust which is a lien upon any portion of the Property; provided, however, that any mortgagee (or beneficiary under a deed of trust) in actual possession, or any purchaser at any mortgagee's 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.

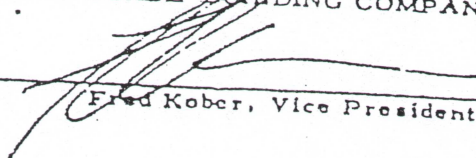
IN WITNESS WHEREOF, BOISE CASCADE BUILDING COMPANY has caused this instrument to be executed by Fred Kober, its Vice President, and its corporate seal to be hereunto affixed and attested by Peter Scamardo, its Assistant Secretary, on the day and year first above written.

ATTEST:


Pete T. Scamardo, Asst. Secy.

[Corporate Seal]

BOISE CASCADE BUILDING COMPANY

By 
Fred Kober, Vice President



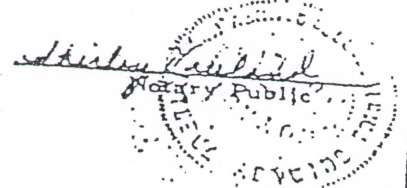
State of Maryland)
County of Prince George's) to wit:

BOOK 524 PAGE 427

I, Stisley Vreeland, a Notary Public in and for the
State and County aforesaid, do certify that Fred Kater and
Pete T. Kamester, 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. Martin Clerk

By: Louise S. Hutchinson Deputy Clerk

A Copy-Teste
Richard Kirk, Clerk

Stacey V. Michael
Deputy Clerk