

4/65

Townhouses

DECLARATION

THIS DECLARATION is made and executed this 22 day of OCTOBER, 1971, by BOISE CASCADE BUILDING COMPANY, a Delaware corporation (hereinafter referred to as the "Developer").

W I T N E S S E T H:

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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557-10
562-695
585-372

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 "Townhouse Owners" 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 "Townhouse Owners" 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 "Townhouse Common Area" on any recorded subdivision plat of The Properties, but shall not include any area designated "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) "Developer" shall mean and refer to Boise Cascade Building Company, a Delaware corporation, and any successor thereto by merger or consolidation, and any other party or parties designated by the Developer as assignee of the Developer's rights and obligations hereunder.

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

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, 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.

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

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

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

(j) "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.

(k) "Parking Space" shall mean, as to each Lot, sufficient land to permit adequate parking space for not more than two automobiles. Fee simple title to such parking space shall pass with the title of the Lot to which the particular parking space has been designated.

ARTICLE IIMEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot 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 which is subject to assessment.

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

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

Class B. The Class B member shall be the Developer, its successors and assigns, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B 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.

Section 3. In the event that any Owner of a Lot does not occupy his home as his own personal residence and rents his home to a tenant, then and in such event, the vote of all such Owners of Lots used for rental purposes shall not have a weight in excess of forty nine percent (49%) of the total vote cast in any matter.

ARTICLE IIIPROPERTY 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 and two-thirds of the Class B 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 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 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 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 of the Class A 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 and two-thirds of the Class B 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.

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.

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 and two-thirds of the Class B 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, and two-thirds (2/3) of the votes of the Class B 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 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 Developer, for itself and its successors and assigns, and for each Lot within the Property, hereby covenants, and each Owner of any Lot, 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 such interest thereon, costs, and reasonable attorney's fee as are hereinafter provided, 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 member of the Association shall be at the rate of Five Dollars (\$5.00) per Lot, except that the monthly assessment imposed upon the Developer shall be at the rate of twenty five percent (25%) of the monthly assessment imposed on a Lot owned by a Class A member provided that the Lot owned by the Developer is either vacant or superimposed with an unoccupied home. The monthly assessment may be increased as hereinafter provided in Section 5 of this Article V. The monthly assessment shall be paid in quarterly installments in advance by the Class A members (or in monthly installments if so determined at any time or times by the Board of Directors of the Association) and in monthly installments by the Class B member.

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 or quarterly 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, that the monthly assessment imposed on a Lot owned by the Developer shall always equal twenty-five percent (25%) 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) 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 five percent (5%) above the monthly assessments for the previous December.

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 Lot owned by the Developer shall always equal twenty-five percent (25%) of the monthly assessment imposed on a Lot owned by a Class A member.

Section 6. Quorum for any Action Authorized Under Sections 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.

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 for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots 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 which shall bind such Lot 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 hand) 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 six percent (6%) 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 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.

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 shall not effect the assessment lien. However, the sale or transfer of any Lot 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 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; provided, however, that the Association shall be responsible for the maintenance of all lawns in the front of each dwelling house.

ARTICLE IX

PARKWAY; DRIVEWAYS

Ownership of each Lot shall entitle the owner thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two vehicle parking spaces for each such Lot. Each Owner shall have the right of ingress and egress over all roadways and driveways included in the Common Areas for the purpose of access to such Owner's Lot and parking spaces. The Association shall be responsible for the maintenance and repair of all roadways and driveways included in the Common Areas.

ARTICLE X

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 with 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 XI

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, 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 ($\frac{2}{3}$) 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 violating these covenants and restrictions and shall constitute a lien on the Lot 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 B 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, and amendment of this Declaration, and mortgaging of Common Areas.

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:

Richard J. North
Assistant Secretary
Richard J. North

BOISE CASCADE BUILDING COMPANY

By

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

State of Maryland)
 County of Montgomery) to wit:

I, Juan M. Gentile, a Notary Public in and for
 the State and County aforesaid, do certify that A.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

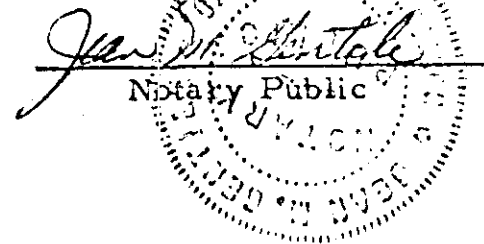


EXHIBIT A

- (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 $42^{\circ} 52' 44''$ East, 43.24 feet, to a point, thence
- (19) along a curve to the right having a long chord bearing of South $02^{\circ} 07' 16''$ West and a radius of 25.00 feet, a distance of 39.27 feet, to a point, thence
- (20) South $47^{\circ} 07' 16''$ West, 112.58 feet, to a point, thence
- (21) North $42^{\circ} 52' 44''$ West, 19.01 feet, to a point, thence
- (22) North $47^{\circ} 07' 16''$ East, 75.00 feet, to a point, thence
- (23) North $42^{\circ} 52' 43''$ West, 54.00 feet, to a point, thence
- (24) South $47^{\circ} 07' 19''$ West, 11.00 feet, to a point, thence
- (25) North $42^{\circ} 52' 44''$ West, 93.00 feet, to a point, thence
- (26) South $78^{\circ} 37' 23''$ West, 9.57 feet, to a point, thence
- (27) South $47^{\circ} 07' 16''$ West, 61.17, feet, to a point, thence
- (28) North $21^{\circ} 04' 29''$ West, 46.43 feet, to a point, thence
- (29) North $84^{\circ} 10' 51''$ East, 45.95 feet, to a point, thence
- (30) North $09^{\circ} 17' 47''$ East, 61.00 feet, to a point, thence
- (31) South $80^{\circ} 42' 15''$ East, 20.00 feet, to a point, thence
- (32) North $09^{\circ} 17' 46''$ East, 44.00 feet, to a point, thence
- (33) South $80^{\circ} 42' 15''$ East, 12.63 feet, to a point, thence
- (34) North $09^{\circ} 17' 46''$ 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.

EXHIBIT B

(1) 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

(1) 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.

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

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

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

(5) 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 3:05 PM. The foregoing instrument was this day presented in said office and, with certificate annexed, admitted to record.

Teste:

By *Louisa S. Hutchison*, Deputy Clerk

Clerk

4083

Townhouse

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 October 27, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 538, Page 666, 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 26-229, both inclusive, and part of Parcel 10, and Parcels 11 and 13-21, both inclusive, as the same appear on the plats of Sections 3"A" and 3"B", Sugarland Run, recorded among the Land Records of Loudoun County, Virginia in Plat Book 12 at Pages 135, 136, 152 and 153, 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,

- 2 -

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.

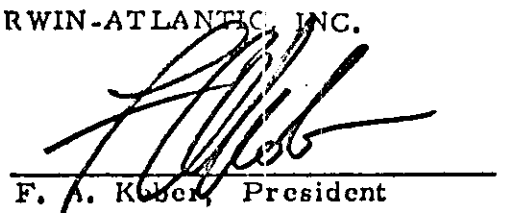
ATTEST:

LARWIN-ATLANTIC, INC.



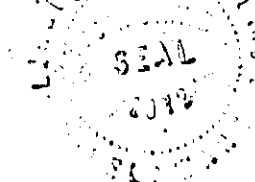
Assistant Secretary

By



F. A. Kober, President

[Corporate Seal]



State of Maryland)
) ss:
County of Montgomery)

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 3:14 P. M. This instrument was received
and, with the certificate annexed, admitted
to record.

Teste:

JTman

Clerk

Ref. 1-12-72
FAGELSON, SCHONBERGER, BILLOWITZ & GREENBERG

Townhouse

2132
SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 12th 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 October 27, 1971, and recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 538, Page 666, 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 26-229, both inclusive, and part of Parcel 10, and Parcels 11 and 13-21, both inclusive; as the same appear on the plats of Section 3"A" and 3"B", Sugarland Run, recorded among the Land Records of Loudoun County, Virginia in Plat Book 12 at Pages 135, 136, 152 and 153, 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
Richard J. North, Assistant
Secretary

By F. A. Kober
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.

Joyce M. Grosch
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 3:28 P.M. This instrument was received
and, with the certificate annexed, admitted
to record.

Teste:

J. M. Smith

Clerk

Rel'd 5-21-73
Bell & Kelly

179
9482

CORRECTION

THIS/DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
Made this 7th day of June, 1977, by HORIZON-DUNCKLE ASSOCIATES,
a Pennsylvania Partnership, hereinafter referred to as the Declar-
ants:

W I T N E S S E T H :

WHEREAS, the Declarants are the owners and proprietors of
certain property situate in Loudoun County, Virginia, being
Lots #1 through #25, Section #3-A, SUGARLAND RUN Subdivision; and

WHEREAS, the Declarants will convey the said property subject
to certain protective covenants, conditions, restrictions, reserva-
tions, liens and charges recorded in Deed Book 538, at Page 666,
and in Deed Book 538, at Page 693, which incorporated by reference
the covenants recorded in Deed Book 524, at Page 140, among the
land records of Loudoun County, Virginia.

NOW, THEREFORE, the Declarants do hereby establish the said
covenants, conditions and restrictions referred to hereinabove, and
which are hereby incorporated by reference, to be impressed upon
the following described property:

Lots #1 through #25, Section #3-A,
SUGARLAND RUN Subdivision, as the same
is duly dedicated, platted and recorded
in Deed Book 521, at Page 20, among the
land records of Loudoun County, Virginia.

These covenants shall run with the land and shall be binding
upon the heirs, assigns and transferees or successors in title
of the parties hereto.

WITNESS the following signatures and seals:

HORIZON-DUNCKLE ASSOCIATES

By: NATIONAL HORIZON CORPORATION,
General Partner

By: *Daniel Keiser*
Daniel Keiserman, President

Attest: *David M. Cunningham*
David M. Cunningham, Assistant
Secretary

By: DUNCKLE ASSOCIATES, INC.,
General Partner

By: *David G. Dunckle*
David G. Dunckle, President

Attest: *James W. McStravick*
James W. McStravick, Secretary

Return to:
KOHLHAAS & GARNIER, Attys.

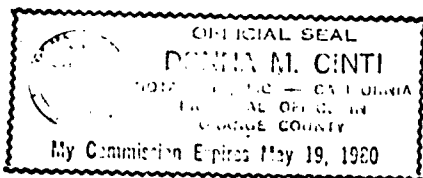
STATE OF CALIFORNIA

COUNTY OF ORANGE, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that DANIEL KEISERMAN and DAVID M. CUNNINGHAM, President and Assistant Secretary, respectively, of NATIONAL HORIZON CORPORATION, a General Partner of HORIZON-DUNCKLE ASSOCIATES, whose names are signed to the foregoing Deed bearing date on the 7th day of June, 19 77, have acknowledged the same before me in my jurisdiction aforesaid, to be their act and deed.

GIVEN under my hand and seal this 15th day of June, 19 77.

MY commission expires: May 19, 1980



Danna M. Cinti
Notary Public

STATE OF PENNSYLVANIA

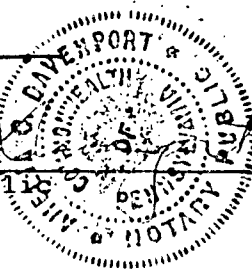
COUNTY OF Chester, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that DAVID G. DUNCKLE and JAMES W. McSTRAVICK, President and Secretary, respectively, of DUNCKLE ASSOCIATES, INC., a General Partner of HORIZON-DUNCKLE ASSOCIATES, whose names are signed to the foregoing Deed bearing date on the 7th day of June, 19 77, have acknowledged the same before me in my jurisdiction aforesaid, to be their act and deed.

GIVEN under my hand and seal this 10th day of June, 19 77.

MY commission expires: 12-3-79

Amelia C. [Signature]
Notary Public



In the Clerk's Office of the Circuit Court of Loudoun County, Virginia JUN 21 1977 at 12:25 PM. This instrument was received and, with the certificate annexed, admitted to record.

Tester [Signature] Clerk

mailed 9-15-77
Kohlhaas & Lerner
6400 Ard. Blvd.
Arl. 1 Va.

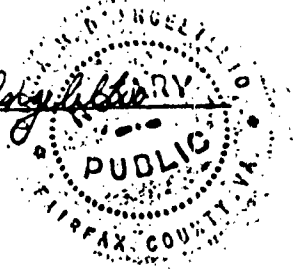
STATE OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel Keiserman and David M. Cunningham, as President and Assistant Secretary, respectively, of National Horizon Corporation and David G. Dunckle and James W. McStravick, as President and Secretary, respectively, of Dunckle Associates, Inc., whose names are signed to the foregoing Declaration, recorded in Deed Book 670, at Page 418, among the land records of Loudoun County, Virginia, did re-acknowledge their signatures to said Declaration, and the same is re-recorded for the purpose of correcting the following to read:

"Deed Book 538, at Page 693", as set forth herein.

GIVEN under my hand this 25th day of August, 1977.

Donna M. D'Angelo
Notary Public



My commission expires: May 25, 1980.

In the Clerk's Office of the Circuit Court
of Loudoun County, Virginia AUG 25 1977
at 2:03 PM. This instrument was received
and, with the certificate annexed,
admitted to record.

Testes *Jim [Signature]* Clerk

*Mailed 9-15-77
First Va. Bond - 1st mat
212 E. Market St.
Leesburg, Va.*