

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE CONNEMARA WOODS HOMEOWNERS ASSOCIATION

Filed with the Loudoun County Court Clerk, March 14, 2012

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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF THE
CONNEMARA WOODS HOMEOWNERS ASSOCIATION**

THIS DECLARATION, made this 26th day of April, 2011 by the CONNEMARA WOODS HOMEOWNERS ASSOCIATION, a Virginia corporation, hereinafter called "the Association."

WITNESSETH:

WHEREAS, the Association represents the owners of certain real property located in the Sterling Magisterial District, Loudoun County, Virginia, containing 16.41274 acres, as more specifically described in the metes and bounds description attached as Exhibit A to the Deed of Dedication and Subdivision originally recorded on or about 25 March 1986 by officials of The Connemara Corporation, to which Deed of Dedication and Subdivision this Declaration is associated; and

WHEREAS, the Association desires to maintain on said property a residential community with permanent open spaces and other common facilities for the benefit of said community, and such other areas as may be subjected to this Declaration by the Association, and for the maintenance of said open spaces and other facilities and, to this end, desires to subject the property as hereinabove described to the covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth, it being intended that the easements, covenants, restrictions, and conditions shall run with said property and shall be binding on all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and shall inure to the benefit of each other thereof; and

WHEREAS, the Association has deemed it desirable for the efficient preservation of the values and amenities of said community to exercise the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Association has been incorporated under the laws of the Commonwealth of Virginia as a non-stock, not-for-profit corporation, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Association does hereby declare that the heretofore described real property shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, and conditions, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the Connemara Woods Homeowners Association, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property hereinabove described and such additions thereto, if any, as may hereafter be brought within the jurisdiction of the Association, in accordance with the terms of this Declaration.

Section 3. "Common Area" shall mean all real property with appurtenances thereto (including any improvements thereon) owned by the Association for the common use and enjoyment of the Members of the Association and being initially composed of Parcels A, B, C, and D, Connemara Woods, as the same dedicated, platted, and previously recorded hereto among the land records of Loudoun County, Virginia.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property, but with the exception of the Common Area and areas dedicated as public streets.

Section 5. "Member" shall mean and refer to any person or entity that is a record Owner of a fee or undivided fee interest in any lot that is subject by covenants of record to assessment by the Association, including contract sellers. A "qualified" Member is a Member with voting privileges.

Section 6. "Owner" shall mean and refer to the record Owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Dwelling" shall mean and refer to any permanent building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence.

Section 8. "Mortgage", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed or trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include mortgagees which are banks, trust companies, insurance companies, mortgage insurance companies, savings and loans associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the terms "holder" and "mortgagee" shall include the

parties secured by any deed of trust or any beneficiary thereof.

Section 9. The term “tenant” means any natural person or legal entity leasing all or part of a residence located on the Property.

ARTICLE II Property Subject to Declaration

The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Loudoun County, Commonwealth of Virginia, and is more particularly described on “Exhibit A” to the Deed of Dedication and Subdivision originally recorded on or about 25 March 1986 by officials of The Connemara Corporation, to which Deed of Dedication and Subdivision this Declaration is associated.

ARTICLE III Membership

Section 1. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one Membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership.

Section 2. Members shall be all those Owners as defined in Article I, who own and hold title to a Lot upon which a single family dwelling unit is or can be constructed. Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by this Article. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote 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. A Member whose annual assessment payment or payments or assessed charges (ref. Article VI, Section 12) are delinquent cannot vote on items brought before the Association and is not a “qualified Member” for voting purposes.

Section 3. Members are required to keep the Association informed, in writing, of the identity and contact information of all entities holding a mortgage on their property and all insurers of their property. In the event that there is no such entity, Members are required to inform the Association that they do not have a mortgage and/or do not carry insurance on the property.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area and community facilities and such easement shall be appurtenant to and shall pass with the fee title to every Lot subject to the following:

- (a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, and with the consent of a simple majority (51%) of the then qualified Members of the Association to borrow money for the purpose of improving the Common Area and community facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to mortgage any of the Common Area and community facilities; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and
- (c) The right of the Association to adopt reasonable rules respecting use of the Common Area and community facilities to reasonably limit the number of guests of Members to the use of any facilities which are developed upon the Property; and
- (d) The right of the Association to suspend the voting rights and the rights to use of the Common Area and community facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association; and
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area or community facilities to any public or municipal agency, authority, or utility for purposes consistent with the purpose of this Declaration and subject to such condition as may be agreed to by the Members and further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication or transfer or determination as to the purposes or as to the condition thereof, shall be effective unless a simple majority (51%) of the then qualified voting Members of the Association consent to such dedication, transfer, purpose, and conditions, at any special meeting of the Members duly called for such purpose, or in the course of balloting conducted by mail, or in accordance with such procedures as developed by the Board of Directors; and
- (f) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, or any other person; provided, however, that no such licenses, rights of way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Area and community facilities; and
- (g) The right of the Association, acting by and through its Board of Directors, to enter into agreements whereby the Association acquires leaseholds, membership or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation, or welfare of Members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association.

Section 2. Delegation of Right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Area and community facilities to the members of his family who reside permanently with him and to his tenants, contract purchasers and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

THESE DOCUMENTS ARE UNOFFICIAL AND NOT TO BE USED FOR ANY PURPOSES OTHER THAN THAT OF A REFERENCE TO THE ORIGINAL DOCUMENTS.

ARTICLE V Covenant for Assessments

Section 1. Annual Assessment. The Association hereby covenants and each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a fee Owner of a Lot within the Property, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association annual assessments as hereinafter defined, a single annual payment, as determined by its Board of Directors, to meet its annual expenses. Homeowners who purchase Lots during the assessment period must pay a proportionate share of the annual assessment at the time of settlement. This share is determined by multiplying the annual assessment amount by the number of months remaining in the year relative to the settlement month and dividing by 12. The annual assessment funds are to be used for, but not limited to, the following:

- (a) The cost of all operating expenses of the Common Area and community facilities, including recreation facilities, and the services furnished to or in connection with the Common Area, community facilities, and recreational facilities, including charges by the Association for any services furnished by it; and
- (b) The cost of necessary management and administration of the Common Area and community facilities, including fees paid to any Management Agent; and
- (c) The amount of all taxes and assessments levied against the Common Area and community facilities; and
- (d) The cost of liability insurance on the Common Area and community facilities and the cost of such other insurance as the Association may affect with respect to the Common Area; and
- (e) The cost of utilities and other services which may be provided by the Association for the Common Area and community property; and
- (f) The cost of maintaining, replacing, repairing, and landscaping the Common Area, including, without limitation, maintenance of any storm water detention basins or the like located upon the Common Area which the Association is otherwise required by law or Agreement to maintain and the cost of the maintenance of all pathways and any retaining walls and gates located upon Common Area within the Property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and
- (g) The cost of funding all reserves established by the Board of Directors, including, when appropriate, a general operating reserve, a legal reserve, a capital reserve, and a

reserve for replacements; and

(h) The cost of any leasehold, Membership or other possessory or use interests in real or personal property arranged by the Association for the purpose of promoting the enjoyment, recreation, or welfare of the Members of the Association.

(i) The cost of liability insurance covering all members of the Board of Directors of the Association in the performance of their Association duties and for protection against loss or embezzlement of Association funds.

(j) The Board of Directors may authorize expenditures for the maintenance of Lots of houses that are uninhabited. The Board may also authorize expenditures for the maintenance of Lots that are not kept in accordance with Article VI, Section 11 of these Covenants, the costs of which shall be assessed to the Lot Owner.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual, or annual basis. Any Member may prepay one or more installments on any Annual Assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association which shall provide, without limitation, for expenses pertaining to Article V, paragraphs (a) through (j) above. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the Annual 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 the Annual Assessments applicable thereto which shall be maintained by the Secretary of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the Annual Assessments shall thereupon be sent to the Members. The omission by the Board of Directors, before the expiration of any assessment period to fix the amount of the Annual Assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period, but the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed. No member is exempt from liability for assessments by abandonment of any Lot belonging to the Owner or by the abandonment of the Owner's right to the use and enjoyment of the Common Area and community facilities.

Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Area and community facilities. The Owner of any Lot shall, at the Owner's expense, maintain his or her Lot, dwelling, and any and all appurtenances thereto, in good order, condition, and repair, and in a clean, neat, and sanitary condition at all times. In the event any Owner shall fail to maintain his or her Lot, dwelling, and/or appurtenances thereto, as aforesaid, the Association shall have the right, after first having thirty (30) days written notice of its intent to exercise this right to the Owner, to make the necessary repairs and/or maintenance to the Lot, dwelling, and/or appurtenances thereto, and to charge the cost of such repairs to the Owner, which amount shall be due and payable to the Association from that Owner as an additional assessment hereunder. The Board may make

immediate repairs without written notice if the Board determines that a situation exists that is a significant safety hazard.

Section 2. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming part of the Common Area and community and recreational facilities, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided that any such assessment shall have the assent of a simple majority (51%) of the then qualified Members of the Association. A meeting of the Members shall be duly called for this purpose, after thirty (30) days notice of such meeting to all Members, or at the discretion of the Board of Directors, balloting may be conducted by mail in accordance with procedures adopted by the Board of Directors. The Board may make repairs to Common Area property without a vote of Members if the Board determines that a situation exists that is an immediate and significant safety hazard.

Section 3. Reserves for Replacement, Repair, or Improvements. The Association shall establish and maintain a reserve fund for replacement, repair, or improvement of Common Area and community and recreational property by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such funds shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any State or by any agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for improvements, repairs, or replacements of the Common Area and community and recreational property may be expended only for the purpose of affecting the replacement, repair, or improvement of the Common Area and community property and for expenses and operating contingencies relating to the Common Area and community property. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 4. Legal Services Reserve. The Association shall establish and maintain a reserve fund to permit payment for legal services necessary for the administration of the Association, for enforcement of covenants, legal defense, and such other services as the Board deems necessary. The Board of Directors may establish reserves for such other purposes as the Board may from time to time consider necessary or appropriate.

Section 5. Increase In Annual Assessment. The Annual Assessment may be increased by the Board of Directors of the Association, without a vote of the Membership, by an amount less than or equal to ten (10) percent of the annual assessment for the preceding year, plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items

for the previous year.

The Annual Assessment may be raised by more than ten (10) percent of the assessment for the preceding year upon approval of a simple majority (51%) of the qualified Members of the Association. A meeting of the Members shall be duly called for this purpose or, at the discretion of the Board of Directors, balloting may be conducted by mail in accordance with procedures adopted by the Board of Directors.

Section 6. Non-Payment of Assessments - Memorandum of Lien for Assessments. Any assessment levied pursuant to this Declaration, and any installment thereof, which is not paid on or before the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied. Upon notice of such delinquency, the Association may declare the entire balance of such Annual or Special Assessment due and payable in full and may file a Memorandum of Lien or similar instrument among the land records of Loudoun County or other appropriate office, recording the Association's continuing contractual lien against the Owner's Lot for assessments.

The lien evidenced hereby shall bind the Lot or Lots herein described in the hands of the then Owner thereof, his heirs, devisees, personal representatives, and the personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without establishing, perfecting, foreclosing, or waiving the lien herein provided for to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within thirty (30) days after it is due, may bear interest at the rate of ten (10) percent per annum, compounded monthly, and the Association may bring any action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided by law or, if no separate provision is made by law, then in the manner now or hereinafter provided by law for the foreclosure of mortgages, deeds of trust, or other liens on real property in the Commonwealth of Virginia containing a power of sale or consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law. Interest, plus costs, and reasonable attorneys' fees of not less than twenty (20) percent of the sum claimed shall be added to the amount of each assessment. Suit for any deficiency may be maintained in the same proceeding.

The Association may notify the holder of the First Mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of forty-five (45) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of forty-five (45) days. Any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

Section 7. Assessment Certificates. The Association shall, upon written demand at any time, by registered or certified mail, furnish to any Member liable for any assessment levied

pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing and in form sufficient for recordation signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid as to a particular Lot. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. Failure of the Association to furnish or make available such a certificate within ten (10) business days following receipt of such a written request shall extinguish the right of the Association to claim the lien for such assessment provided by law and provided for in this Declaration. A charge not to exceed fifteen dollars (\$15.00) may be levied in advance by the Association for each certificate so requested.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any First Trust or Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment thereof which become 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. If the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof extinguishes the lien of such assessments as to payment thereof which became due prior to such sale or transfer, the former Owner shall be deemed to be personally liable for the debt and expressly agrees to pay any costs of collection in addition to the original lien.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area;
- (c) All properties owned by charitable or other organizations exempt from taxation by the laws of the Commonwealth of Virginia.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The period covered by the annual assessment is January 1 through December 31. The payment due date for the annual assessment will be set by the Board in January. The due date shall be prior to the annual homeowners meeting. The Board shall set the date of the Annual Homeowners meeting within the first 60 days of the calendar year.

ARTICLE VI

ARTICLE VI

Section 1. Architectural Control Committee. The Board of Directors shall appoint an Architectural Control Committee (ACC) for the purpose of review and approval or denial of changes to structures on the Owners property pursuant to existing architectural standards specified in the Covenants or in supplemental documents developed by the ACC (per Article VI, Section 13). The ACC shall be composed of three (3) or more natural persons designated by the Board of Directors. The chairperson of the ACC shall be an elected member of the

Board and members must be Lot Owners. Material changes proposed by the ACC must be reviewed and approved by a majority vote of the Board. This applies to any proposal to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. At the discretion of the Board, a material change proposal may be brought to Members of the Association for approval. Association Members may petition the Board to bring a material change proposal to the Members for a vote. If brought to Members, an affirmative vote of a majority (51%) of the qualified Members shall be required for approval.

Section 2. Architectural Control Committee – Operations and Authority.

Except for construction or development by, for, or under contract with the Association, and except for any improvements to any Lot or to the Common Area accomplished by the Association concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, built, placed, moved, or altered upon the property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made without ACC approval. Request for approval must be in writing and include the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction, and any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee). The ACC shall review the proposal as to safety, harmony of external design, color, and location in relation to surrounding structures and topography and conformity with the design concept for the community.

Exterior trim and doors may be in any color from a pre-approved list maintained by the ACC or similar color approved by the ACC. This list will include, at a minimum, those colors originally used by the builder. Doors and trim may be painted in the colors originally used on the dwelling in those applications or a color from the pre-approved list without approval of the ACC. Door and trim colors do not have to be the same, but all trim paint shall be of one color. Member proposals regarding colors that appear to be acceptable and which, in the opinion of the ACC, do not conform to the existing list of acceptable colors shall be decided by a majority vote of the Board.

Section 3. Approvals, etc. Complete plans and specifications must be received by a member of the ACC in writing in person, by electronic mail, or by mail with official U.S. Postal Service proof of delivery. Submissions must be dated and hand delivered or mailed to the Secretary of the Board or an ACC member. Submissions by mail shall be sent to the P.O. Box of the CWAHA. Proof of submission of plans and specifications requiring ACC approval shall be in the form of a written acknowledgment by an ACC member or official U.S. Postal Service proof of delivery. Approval requires a majority vote of members of the ACC and the Board. Upon approval of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Board and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Board fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the ACC) have been

received by it in writing, then approval will not be required and the requirements of this Article will be deemed to have been fully met. The decisions of the ACC and Board shall be final except that any Member who is aggrieved by any action or forbearance from action by the ACC or Board (or by any policy, standards, or guidelines established by the ACC) may appeal the decision to the Board and, upon the request of such Member, shall be entitled to a hearing before the Board. A Member may appeal a Board decision to the Members of the Association for a vote at the Member's initiative and expense. Approval shall require a simple majority (51%) vote of qualified Association Members.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the ACC and the Board pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within six (6) months following the date of commencement, or within such other period as the ACC shall specify. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the ACC without the prior consent in writing of the ACC. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the ACC to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Prohibited Uses and Nuisances. Except with the prior written approval of the Board of Directors of the Association, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Area:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the ACC, shall have the authority, after hearing, to determine whether a particular trade or activity is noxious, a nuisance, or a source of annoyance to other Members, and such determination shall be conclusive. Without limiting the generality of the foregoing, no mechanically or electrically actuated speaker, horn, whistle, siren, bell, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any dwelling or upon the exterior of any other improvements;

(b) The maintenance, keeping, boarding, or raising of animals, livestock, or poultry outside the dwelling for any commercial purpose, or for any use except as a domestic pet housed within the dwelling, shall be and is hereby prohibited on any Lot. A pet must not be a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the ACC, shall have the authority after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be registered, licensed, and inoculated as required by law. All pets, inside or

outside of the residence are required to be kept and maintained in accord with all applicable ordinances of Loudoun County and laws of the Commonwealth of Virginia. Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate;

(c) No burning of any trash shall be permitted on any Lot and no accumulation or storage of litter, scrap metals or wood, refuse, or trash shall be permitted on any Lot within view of the street or from an adjacent neighbor's Lot;

(d) Except as herein elsewhere provided, no junk vehicle, trailer, camper, camp truck, house trailer, boat, or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area and community facilities) shall be kept upon the Property, except when such vehicle, equipment or machinery is in use, or except as such vehicle, equipment, or machinery is housed within the garage of the Owner's dwelling. No commercial vehicle may remain stationary on any Member's property for more than four hours except while actually engaged in a delivery or in connection with maintenance, repairs, or alterations being made to a dwelling or lot. Except for bonafided emergencies, the customizing, modification, extraordinary repair or extraordinary maintenance of automobiles shall not be carried out thereon, except within the Owner's garage. However, any modification, extraordinary repair, or extraordinary maintenance to a vehicle belonging to an Owner or resident that can be reasonably completed within three (3) days is permitted in the Owner's driveway. Any such repair to an Owner's or resident's vehicle must be completed within (3) days after the vehicle is parked in the place where the repairs will be made. The Association may, at the discretion of the Board, provide and maintain a suitable area designated for the parking of such vehicles or the like;

(e) Except on days of trash collection or the evening (not prior to 4:00 p.m.) immediately prior to collection day, trash, recycle bins, and garbage containers must be stored in a place not readily visible from the street. Empty recycle bins and trash containers must be stored out of sight by 9:00 p.m. on the day trash or recycled materials are collected. No incinerator shall be kept or maintained upon any Lot. Garbage, trash, and other refuse shall be placed in covered containers, or plastic bags as designated by the ACC. The ACC reserves the right to remove such containers left in violation of this provision;

(f) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. Rentals of houses or rooms are allowed; however, only one rental per Lot is permitted. All rentals or leases to individuals not related to the Owner occupying a part of the dwelling as his primary residence must conform to the requirements and limitations of the laws, ordinances, regulations and rules of Loudoun County and the Commonwealth of Virginia. The provisions of this subsection shall not be construed to prohibit the granting of any easement or right of way to any municipality, political subdivision, public utility, or

other public body or authority, or to the Association, or any other person for any purpose;

(g) Except for hoses and similar or related equipment which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable, or similar transmission line shall be installed or maintained on any Lot above the surface of the ground more than six (6) inches from an outside wall of the house;

(h) No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth;

(i) No sound tree measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the ACC or duly appointed subcommittee. However, diseased or damaged trees or limbs may be removed by the property Owner without ACC approval. The ACC may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees or other natural resources and wildlife as it may consider appropriate;

(j) Except as specifically permitted by these Covenants or approved by the ACC, no structure of a temporary character, and no trailer, tent, barn, pen, kennel, run, stable, or permanent outdoor clothesline shall be erected, used, or maintained on any Lot at any time. Specific exceptions are allowed for overnight tents for children and area tents for special events and social gatherings such as weddings, picnics, graduations, and the like, which may be erected and used for periods up to three (3) days. Tents may not be erected in the front yard of any Lot without approval of the ACC or Board. A collapsible outdoor clothesline, which may be used in the property backyard only, and which must be collapsed when not in use, is permitted;

(k) No Lot shall be used for commercial storage of bulk materials, parking or storage of construction or construction-related equipment (including trucks), or parking of vehicles other than personal vehicles. Bulk or bagged landscaping materials for use on the Lot may not be stored in public view from the street for more than fourteen (14) days following delivery.

(l) Parking on any Lot is permitted only on an established driveway or inside a garage.

(m) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Association, no permanent or semi-permanent signs or advertising devices of any character visible from the property line shall be erected, posted, or displayed upon, in or about any Lot or Dwelling. However, the following are permitted subject to the stated conditions, if any.

- One temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any Dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or Dwelling.
- With the permission of the Owner of the Lot, one temporary service-related sign

not exceeding six (6) square feet in area may be erected upon any Lot or attached to any Dwelling by a contractor while service is actually being performed. Any such temporary service-related sign shall be removed within three days following completion of the service.

- One temporary campaign or campaign-related political support sign per issue, party or candidate, not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any Dwelling during a political campaign with the permission of the Owner. Any such temporary campaign or political support sign shall not be displayed for more than 45 consecutive days and shall be removed within three days following the end of the campaign.
- Signs displaying the resident's name and/or address may be attached to a mailbox (not to exceed the approximate dimensions of the box) or to the front of the Dwelling not to exceed two (2) square feet.
- One yard/garage sale sign not to exceed six (6) square feet in area may be posted for up to seventy-two (72) hours.

(n) No structure, planting, or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may materially change, obstruct, or retard direction or flow of any drainage channels. No storage shall be allowed outside of a fenced rear yard;

(o) No visible outside antenna in excess of six feet in maximum dimension may be erected or maintained upon the Property for any purpose other than reception of over-the-air broadcast signals; and

(p) No Member shall make any private or exclusive or proprietary use of any of the Common Area except with the specific approval of the ACC and then only on a temporary basis and no Member shall engage or direct any employee of the Association or contractor employed by the Association on any private business of the Member during the hours such employee is employed or contracted by the Association, nor shall any Member direct, supervise, or in any manner attempt to assert control over any employee of or contractor engaged by the Association.

Section 6. Residential Use All Dwellings shall be used for private residential purposes when occupied. Use for non-residential purposes that do not change the character of the dwelling structure or Lot in any way that would permit differentiation of the dwelling from other residences when considered from a street view are permitted as long as the primary use of the dwelling structure is at all times residential. Any non-residential use of a dwelling structure must not be a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors, or upon resolution of the Board of Directors, the ACC, shall have the authority, after hearing, to determine whether a particular use is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Any non-residential use must be in compliance with the rules, regulations, and laws of the Commonwealth of Virginia and Loudoun County.

Section 7. Fences. Any fence constructed upon the Property shall be properly maintained and

shall be either horizontal, rustic, unfinished split rail or vertical split sapling, or vertical board (stockade) and shall not extend beyond the front building line of the Dwelling on the Lot upon which any such fence is erected or the front building line of the Dwellings on all immediately adjacent Lots. No fence shall be more than six (6) feet in height. Chain link (except around recreational areas) and other wire fencing are prohibited. Specific exception is made for the addition of metal wire mesh to the interior side of an approved fencing, where such wire is coated with a durable non-rusting material (such as vinyl) and where such coating is black, dark green, or dark brown. The erection of all fences shall be subject to the provisions of this Article. All fencing must be approved by the ACC unless it is a replacement fence in the same style and material of the fence to be replaced or repaired. Fencing that currently exists in good condition but is non-compliant with this Section and was installed prior to the date of these Covenants does not need to be removed.

Section 8. Co-generation of Electrical Power. With approval of the ACC, equipment for co-generation and/or emergency generation of electrical power may be installed. The completed installation must be consistent with the architectural and nuisance standards of the Association. Specifically, the completed installation must not cause the Dwelling or Lot to materially deviate from appearance standards established by the Association and must not result in violation of any sound or odor standards of the Association.

Section 9. Parking. Parking upon the Common Area may be regulated by the Board of Directors and parking spaces may be assigned by the Board or by such Committee as the Board may designate for that purpose. In the event parking spaces upon the Common Area are assigned as aforesaid, then no Member shall make use of any parking space other than the space or spaces assigned to his Lot by the Board of Directors without the express written consent of both the Owner of the Lot to which such other space has been assigned and the Board of Directors of the Association, nor shall any Member invite, encourage, or permit the use by his guests of parking spaces assigned to Lots other than his own. No vehicle belonging to any Member, or to any guest, or employee of any Member, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any other parking space within the Common Area. No commercial vehicle, whether owned by the Owner or any other person, shall be permitted to remain on or be parked in the Common Area overnight. Nothing shall be stored upon any of the parking areas nor shall the same be permitted to accumulate trash or debris. In the event the Board of Directors elects to assign parking spaces upon the Common Area as herein provided for, then the Board of Directors may make reasonable efforts to assign parking spaces in a manner calculated to make reasonable adjustments to accommodate the elderly and the handicapped.

Section 10. House Rules, etc. There shall be no violation of any rules for the use of the Common Area and community facilities or "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration, which may from time to time be adopted by the Board of Directors of the Association and promulgated among the Membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 11. Enforcement - Right to Remove or Correct Violations. In the event any

violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the ACC or the Board of Directors required herein, and, upon written notice from the ACC or the Board of Directors, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated during the period specified in any notice of violation delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation of the same, then the Association shall have the right, through its agents and employees (but only after a resolution of the ACC) to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation. The cost thereof will be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable. A continuing lien may be placed upon such Lot that constitutes a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees, or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 12. Enforcement – Assessed Charges for Noncompliance. The Board of Directors is hereby authorized to levy assessed charges on any Lot upon which a violation of any part of this Declaration has occurred, and the Owner has failed to correct such violation within the later of the time specified by the applicable section of this Declaration, or time specified in writing by the Board of Directors.

- (a) All assessed charges levied by the Board of Directors must comply with the provisions in the Assessed Charges Schedule in force on the date on which the notice of violation was sent to the Owner. If no Assessed Charges Schedule was in force on that date, the assessed charges must comply with the Assessed Charges Schedule in force at the time the assessed charges are levied. The Assessed Charges Schedule must be in compliance with current statutes issued by the Commonwealth of Virginia.
- (b) Covenant violators fall into two categories: Non-repeat Violator or Repeat Violator. A Repeat Violator is a Lot on which three or more occurrences of a violation of the same Declaration provision have occurred within a period of 90 consecutive days. A Non-repeat Violator is a Lot Owner that has received a violation notice and has corrected the violation.
- (c) Assessed charges may be levied upon a Repeat Violator for all violations that occurred during the 90 day period, regardless of any subsequent action by the Owner to correct the violation(s). Assessed charges for subsequent violations of the same Declaration provisions that occur during the next 90 days may be assessed at double the amount provided in the Assessed Charges Schedule.
- (d) Assessed charges may be levied upon Non-Repeat Violators if all of the following

conditions have been met:

- At least three written notices of the violation have been sent to the Owner via regular U.S. Mail.
 - All such notices must have been sent no less than seven days apart.
 - The latest date by which the Owner must correct the violation specified by the aforementioned notices has passed.
 - The subject violation has not been fully corrected in accordance with the notices.
- (e) Owners shall be sent written notice of any assessed charges levied under this Section via U.S. Mail and provided 30 days to remit payment.
- (f) Owners may appeal any assessed charges levied under this Section to the Board of Directors. Any such appeal must be presented in writing, either via U.S. Mail or delivered in person to the Board of Directors. The Owner may also make an oral appeal to the Board.
- (g) Any assessed charges levied pursuant to this Declaration, and any installment thereof, which are not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessed charges and penalties is levied. Upon notice on such delinquency, the Board may declare the entire balance of such assessed charges due and payable in full and may file a Memorandum of Lien or similar instrument among the land records or other appropriate office, recording the Association's continuing contractual lien against the Owner's Lot for assessed charges and penalties.

The lien evidenced hereby shall bind the Lot or Lots herein described in the hands of the then Owner thereof, his or her heirs, devisees, personal representatives, and the personal obligation of the Member to pay such assessed charges. In addition, this obligation shall remain in effect for the statutory period and a suit to recover a money judgment for nonpayment of any assessed charges levied pursuant to this Declaration, or any installment thereof, may be maintained without establishing, perfecting, foreclosing, or waiving the lien herein provided for to secure the same.

No suit or other proceeding may be brought to enforce or foreclose the lien except after ten (10) days written notice to the Member, given by Registered or Certified Mail - return receipt requested, postage prepaid, to the address of the Member shown on the roster of Members maintained by the Association.

Any assessed charges levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) business days after it is due, may bear interest at the rate of ten (10) percent per annum, and the Association may bring any action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided by law. If no separate provision is made by law, then in the manner now or hereinafter provided by law for the foreclosure of mortgages, deeds of trust, or other liens on real property in the Commonwealth of Virginia containing a power of sale or

consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs, and reasonable attorneys' fees of not less than twenty (20) percent of the sum claimed may be added to the amount of each assessed charge or penalty. Suit for any deficiency may be maintained in the same proceeding.

The Association shall notify the holder of the First Mortgage on any Lot for which any assessed charges levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any assessed charges levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

Section 13. Policies, Procedures, Rules, and Regulations. The ACC may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, and guidelines, and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials, or other matters relative to architectural control (e.g., window appearance, garage door replacement, shed construction, roof replacement) and the protection of the environment, as it may consider necessary or appropriate. The ACC may develop and maintain standard forms to be used by Owners for submission of proposed material changes. The Board of Directors shall develop and maintain written Policies, Procedures, Rules, and Regulations governing the standards specified in Article VI and their implementation and enforcement. The Policies, Procedures, Rules, and Regulations document will be updated as needed by the Board and distributed to Members of the Association and, upon request, to potential lot owners. No such rules, regulations, statements, criteria, or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration.

ARTICLE VII

Section 1. Management Agent. Upon the recommendation of the Board and simple majority approval (51%) of the qualified Members of the Association voting at a regular annual meeting or special meeting, the Association may employ a management agent or manager (the "Management Agent") at a rate of compensation recommended by the Board of Directors and approved by a simple majority (51%) of qualified Members of the Association voting at a regular annual meeting or special meeting called for this purpose. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing.

Any management agreement entered into by the Association shall provide inter alia, that such agreement may be terminated, with or without cause and without the payment of any penalty or termination fee, by either party upon ninety (90) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 2. Limitation of Liability. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored or emplaced upon the Common Area or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort rising from the making of repairs or improvements to the Common Area or community facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE VIII
Easements for Utilities and Related Purposes

The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements, and rights of way over the Common Area and community facilities for sewer lines, water lines, electrical cables, television or telephone cables, gas lines, storm drains, cables, underground conduits, and such other purposes related to the provisions of utility services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservations, and enjoyment of the Common Area and community facilities and for the preservation of the health, safety, convenience, and welfare of the Owners of the Lots.

ARTICLE IX

Section 1. Amendment. Subject to the other limitations set forth in this Declaration, this Declaration may be amended by an instrument executed and acknowledged by a simple majority (51%) of the then qualified Members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording, provided, however, that no amendment shall be effective unless it is executed by at least one (1) Member.

Section 2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall 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 representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which said covenants shall be automatically extended for successive periods of twenty (20) years each.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants of

restriction, either to restrain or enjoin violation or to recover damages or both, and against any Lot to enforce the lien created hereby; and the failure or forbearance by the Association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any Owner, or any Mortgagee of any Lot which becomes subject to the provisions hereof and by any other person, firm, corporation, or other legal entity who has any right to the use of any of the Common Area and community facilities owned by the Association. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 4. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to affect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges, and liens set forth in this Declaration.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by ordinary mail, 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. Notices of a legal nature will be sent via a U.S. Postal Service mailing that provides proof of delivery.

Section 6. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area or community facility by any public or municipal agency, authority, or utility and no public or municipal agency, authority, or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Area or community facilities.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree, or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 8. Consents. Any other provision of this Declaration to the contrary notwithstanding, neither the Members, the Board of Directors, nor the Association shall, by act or omission, take any of the following actions without legal notification to the institutional holders of all First Mortgages of record on the Lots:

- (a) Abandon, partition, subdivide, encumber, sell, or transfer any of the Common Area and community facilities; provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area and community facilities by the Members of the Association shall not be considered a transfer within the meaning of this Section; or
- (b) Abandon or terminate this Declaration; or
- (c) Modify the method of determining and collecting common expense assessments or

other assessments as provided for in this Declaration; or

(d) Fail to maintain fire and extended coverage insurance on insurable Common Area and community facilities and equipment on a current replacement cost basis in an amount not less than one hundred (100) percent of the insurable value of such Common Area and community facilities, based upon current replacement cost; or

(e) Resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement, or reconstruction of the Common Area and community facilities or equipment; or

(f) Modify or amend any material or substantive provision of this Declaration or the Bylaws of the Association.

Section 9. Additional Rights of Mortgagees - Notice. The Association shall notify the holder of the First Mortgage on any Lot for which any assessment levied pursuant to the Declaration or any installment thereof, becomes delinquent for a period in excess of sixty (60) days and the Association shall promptly notify the holder of the First Mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any First Mortgage on any Lot and the protection extended in this Declaration to the holder of any such Mortgage shall not be altered, modified, or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) business days' written notice to the holder of the First Mortgage on the Lot which is the subject matter of such suit or proceeding.

Any institutional first mortgagee of any Lot upon the Property may pay any taxes, utility charges or other charge levied against the Common Area and community facilities which are in default and which may or have become a charge or lien against any of the Common Area and community facilities and any such institutional first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the Common Area and community facilities. Any First Mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 10. Casualty Losses. In the event of substantial damage or destruction to any of the Common Area or community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all First Mortgages of record on the Lots. No provision of this Declaration or the Bylaws of the Association shall entitle any Member to any priority over the holder of any First Mortgage of record on his Lot with respect to the distribution to such Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Area or community facilities.

Section 11. Condemnation of Eminent Domain. In the event any part of the Common Area and community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all First Mortgages of record on the Lots. No provision

of this Declaration or the Bylaws of the Association shall entitle any Member to any priority over the holder of any First Mortgage of record on his Lot with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Area and community facilities.

Section 12. Captions and Gender. The captions contained in this Declaration are for convenience only, are not a part of this Declaration, and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders, the singular shall include the plural, and vice versa.

WITNESS the following signatures and seal:
BOARD OF DIRECTORS, CONNEMARA WOODS HOMEOWNERS ASSOCIATION

President	<u>Steven R Ligon</u>
Vice President	<u>John Wilson</u>
Secretary	<u>Mary E Hylton</u>
Treasurer	<u>Roger Haverfield</u>

STATE OF Virginia, COUNTY OF Loudoun , to wit:

I, the undersigned, a Notary Public in and for the county and State aforesaid, whose commission as such expires on Apr 30, 2011 do hereby certify that Stephen Ligon, President, John Wilson, Vice President, Mary Hylton, Secretary, and Roger Haverfield, Treasurer, duly elected officers of the Connemara Woods Homeowners Association, whose names are signed to the foregoing document bearing date on the 26th day of April, 2011 have signed and acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and seal this 26th day of April, 2011.

Signed: Phyllis A. Mitchell
Notary Public



Loudoun County Clerk Record Stamp