AMENDMENT TO DECLARATION
FOR LANSDOWNE

THIS AMENDMENT is made as of August 14, 1998, by LANSDOWNE CONSERVANCY, a Virginia nonstock corporation ("Conservancy").

RECITALS

1. The Declaration for Lansdowne was recorded on December 7, 1987 in Deed Book 970 at page 1260 among the land records of Loudoun County, Virginia, as amended by the Amended and Restated Declaration for Lansdowne recorded on July 10, 1992 in Deed Book 1176 at page 004 among the aforesaid land records (together the "Declaration").

2. Sections 15.2 and 15.4 of the Declaration permit the Conservancy to amend the Declaration either by a Sixty-Seven Percent Vote of the members at a meeting or with the written consent of members entitled to cast sixty-seven percent of the total number of votes.

3. The required percentage of members has approved this Amendment in accordance with Sections 15.2 and 15.4 of the Declaration as evidenced by the Certification of the President of the Conservancy attached hereto as Exhibit 2.

4. The Declarant has consented to the Amendment as evidenced by its signature hereto.

5. The Conservancy has complied with the provisions of Article 15 of the Declaration and wishes to make certain amendments to the Declaration as set forth in the Second Amended and Restated Declaration for Lansdowne attached hereto as Exhibit 1.

NOW THEREFORE, pursuant to Article 15 of the Declaration, the Conservancy hereby amends the Declaration as set forth in the Second Amended and Restated Declaration for Lansdowne attached hereto as Exhibit 1.

IN WITNESS WHEREOF, the Conservancy has caused this Amendment to be executed pursuant to due and proper authority as of the date first set forth above.

Box 21
Return to: JSB
HAZEL & THOMAS, P.C.
3110 FAIRVIEW PARK DR.
FALLS CHURCH, VA 22042

LANSDOWNE CONSERVANCY,
a Virginia nonstock corporation

By: _____
Name: A. Roy Windham
Title: President

By: _____
Name: Kevin V. Nicholas
Title: Secretary

DECLARANT:

XEROX REALTY CORP.,
a Delaware corporation

By: _____
Name: DAVID R. McLELLAN
Title: PRESIDENT

County OF Loudoun)
State OF Virginia) SS:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that A. Roy Windham, as President of LANSDOWNE CONSERVANCY, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on August 14th, 1998

_____ [SEAL]
Notary Public

My commission expires: 8-31-98

State OF Connecticut)
) SS:
County OF Fairfield)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Kevin J. Nicholas, as Secretary of LANSDOWNE CONSERVANCY, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on August 10, 1998

Sandra J. Tyler [SEAL]
Notary Public

My commission expires: 3/31/2002

County OF Loudoun)
) SS:
State OF Va)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that David P. McLellan, President of XEROX REALTY CORP., whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on August 18, 1998.

Paula Ulmer (SEAL)
Notary Public

My commission expires: 8-13-98

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8/ 5/98 03:40

Exhibit 1

B:AMD3.DEC

SECOND AMENDED AND RESTATED

DECLARATION

FOR

LANSDOWNE

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SECOND AMENDED AND RESTATED

DECLARATION

FOR

LANSDOWNE

THIS SECOND AMENDED AND RESTATED DECLARATION is made as of August 14, 1998, by LANSDOWNE CONSERVANCY, a Virginia nonstock corporation (as further defined below, the "Association"), XEROX REALTY CORP., a Delaware corporation (the "Declarant"), with the consent and joinder of all owners identified in Exhibit D attached hereto (collectively, the "Approving Owners"), all to be indexed as grantors.

R E C I T A L S:

1. The Declarant and certain successors in title own in fee simple the real estate designated as Submitted Real Estate in the description attached as Exhibit A to this Declaration (defined below), and the Association, the Declarant and the Approving Owners have decided and intended to subject that real estate to certain covenants, restrictions, reservations, easements, servitudes, liens and charges, all of which are more particularly hereinafter set forth. The Declarant also owns in fee simple the real estate designated as Additional Real Estate in the description attached as Exhibit B to this Declaration, less and except any and all of said real estate that has been conveyed of record prior to the recordation hereof, and the Declarant may hereafter decide to subject all or any portion of that Additional Real Estate, pursuant to Section 4.1 hereof, to the provisions of this Declaration, all as the same may be amended from time to time.

2. The required percentage of members has approved this Second Amended and Restated Declaration, in accordance with Sections 15.2 and 15.4 of the Declaration for Lansdowne (as recorded in Deed Book 970, at Page 1260 among the Land Records (defined below), the "Original Declaration"), as amended prior hereto, such approval being evidenced by the signatures hereto of the Declarant and the Approving Owners, the latter of whose consents are attached hereto as Exhibit D.

3. The Association and the Declarant, with the consents of the Approving Owners, deem it desirable and in the best interests of all the owners of real estate subject to this Declaration to protect the value and the desirability of such real estate by providing for the development of such real estate in accordance with a common plan and the maintenance of certain shared facilities, as provided hereinbelow.

4. To provide a means for meeting the purposes and intents set forth herein, the Declarant has caused the Association to be incorporated under the laws of the Commonwealth of Virginia. The Association has complied with the provisions of the Original Declaration, as amended prior hereto, specifically including Article 15 thereof, with respect to the approval of this Declaration, as evidenced by the signatures of its President and Secretary certifying such compliance.

5. The Declarant may also cause or permit other owners associations or condominium unit owners associations (sometimes hereafter called, as defined below, "Subassociations") to be incorporated or created under the laws of the Commonwealth of Virginia to provide separate and additional entities to govern certain matters pertaining exclusively to certain portions of the Property (defined below). These additional Subassociations may be subordinate to or completely independent from the Association.

NOW, THEREFORE, the Association, with the consent and joinder of the Approving Owners and the Declarant, hereby covenants and declares, on behalf of itself, all Owners (defined below) and its and their respective successors and assigns, that the real estate designated as Submitted Real Estate in the abovementioned Exhibit A, together with all other real estate, if any, which has been submitted to the Declaration (defined below) prior to the date hereof, shall, from the date this Declaration is recorded, be held, conveyed, acquired and encumbered subject to the terms and provisions hereof, all of which shall run with the land and bind and inure to the benefit of all Persons who may now or hereafter own or acquire any right, title, estate or interest in or to any of such real estate, or who may now or hereafter occupy or enter upon any portion thereof, subject to the right of the Declarant or the Association to amend this Declaration to add all or any portion of the Additional Real Estate.

P A R T O N E

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. Definitions. Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Act. Capitalized terms used herein shall have the meanings specified for such terms below.

(1) "Act" means the Virginia Nonstock Corporation Act, Chapter 10 of Title 13.1 of the Code of Virginia (1950), as the same may be amended, supplemented or replaced from time to time.

(2) "Additional Real Estate" means the real estate so designated in Exhibit B to this Declaration (defined below).

(3) "Articles of Incorporation" means the Articles of Incorporation for Lansdowne Conservancy filed with the Virginia State Corporation Commission, as amended from time to time.

(4) "Assessed Value" means the total assessed value of a Lot as determined each year by the real estate tax assessor (or similar official) for the jurisdiction in which the Lot is located at the time the Association makes initial assessments for such year. If the Assessed Value is subsequently adjusted during the Association's fiscal year, such adjustment shall not be taken into account. If any Lot is subdivided during any fiscal year, the Assessed Value of each Lot so created shall be as determined by the subdividing Owner in the deed of subdivision, or if no such determination is made, the Assessed Value of each Lot so created shall be in proportion to the relative acreage (as to land value) and relative square footage of the improvements (as to value of the improvements) on each such Lot (until a separate assessed value for each Lot is available from the real estate tax assessor); provided, however, that in any such event the combined Assessed Values of the new subdivided Lots and of the residue of the Lot(s) as previously existing shall not be less than the Assessed Value(s) of the Lot(s) before the subdivision. If a Lot is no longer assessed for real estate tax purposes, the Assessed Value of the Lot shall be determined by periodic independent appraisals to be obtained by the Board of Directors. Notwithstanding the foregoing, for any Senior Lot (defined below) which is subjected to a condominium regime in accordance with Chapter 4.2 of Title 55 of the Code of Virginia (1950), as amended, the term "Assessed Value" means the sum of the aggregate assessed values (as determined by the real estate tax assessor or the Owner, as applicable) of all condominium units existing within such condominium regime, together with the units' appurtenant common elements. The "Assessed Value" of any Senior Lot which is not a condominium regime (i.e., either a legally subdivided lot out of or upon which no condominium regime has been created or the portion of a legally subdivided lot which has not yet been subjected to a condominium regime) shall be determined in the same manner as other Lots as set forth above in this Section 1.1(4), provided, however, that for any given year the combined Assessed Values of all Senior Lots, including those which are condominium regimes and those which are not condominium regimes, shall not be less than the Assessed Values of all Senior Lots that existed in the prior year (or, as to the initial year of assessments upon Senior Lots, not less than would have existed in the prior year if assessments had been made upon the land and any improvements within the Senior Lots), provided further, however, that subsequent year Assessed Values may decrease if and only if the value per unit of land only, as assessed by tax assessors, decreases, and in such event any reduction shall not

exceed the percentage by which such land only assessments decreased. "Assessed Value" shall be calculated separately for (i) each individual condominium regime created on a portion of land constituting a Senior Lot, and (ii) any portions of such Lot which are not subject to any condominium regime(s).

(5) "Association" means Lansdowne Conservancy and, with respect to the rights and obligations of the Association set forth in this Declaration, its successors and assigns.

(6) "Association Documents" means collectively, the Articles of Incorporation, the Declaration, the Bylaws, the Design Guidelines (defined below) and the Rules and Regulations, as amended from time to time. Any exhibit, schedule, certification or amendment to an Association Document shall be an integral part of that document.

(7) "Board of Directors" or "Board" means the executive and administrative entity established by Article 5 of the Articles of Incorporation as the governing body of the Association.

(8) "Building Envelope" means that portion of a Lot intended to be permanently enclosed by the outermost surface of the building structure or other structures located thereon, as expanded or reconstructed from time to time, extending both above and below the surface of the earth, including any supporting columns thereof and any balconies, or as may be otherwise described and defined in any amendment to the Declaration adding Additional Real Estate.

(9) "Bylaws" means the Second Amended and Restated Bylaws for Lansdowne Conservancy, as amended from time to time.

(10) "Common Area" means, at any given time, any portion of the Property which the Association, by contract, lease, license, easement or otherwise, may lawfully maintain, repair, replace or control or which is otherwise available to the Association for the benefit, use and enjoyment of the Owners; provided, however, that real estate within the Property is not Common Area solely because it is burdened by an easement for utilities or dedicated as a public street or roadway. The Association shall not own any land in fee simple, unless it acquires it pursuant to the exercise of its rights set forth in Article 12 of the Declaration. A portion of the Common Area which the Association has the right to use and/or maintain for the benefit of the Owners may be located within a Lot. For the purposes of jurisdiction, operation and control, such portion of the Lot shall be treated as Common Area; for purposes of ownership, such portion shall be part of the Lot and shall be included in the calculation of voting rights and assessments.

(11) "Common Expenses" means all expenditures lawfully made and incurred on behalf of the Association, together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the Association Documents. Except when the context clearly requires otherwise, any reference to Common Expenses includes Limited Common Expenses.

(12) "Covenants Committee" means the committee that may be established by the Board of Directors pursuant to Article 9 hereof to assure that the Property shall be maintained in a manner consistent with the purposes and intents of this Declaration.

(a) "Initial Construction Subcommittee" means the subcommittee of the Covenants Committee that reviews proposed initial construction of any structure on the Property as set forth in Subsection 9.2(a) hereof.

(b) "Modifications Subcommittee" means the subcommittee of the Covenants Committee that reviews proposed visible additions, alterations or modifications to the exterior of existing structures on the Property as set forth in Subsection 9.2(b) hereof.

(c) "Rules Enforcement Subcommittee" means the subcommittee of the Covenants Committee that reviews possible violations of the Rules and Regulations and recommends appropriate enforcement action as set forth in Subsection 9.2(c) hereof.

(13) "Declarant" means Xerox Realty Corp., a Delaware corporation authorized to do business in the Commonwealth of Virginia. Following recordation of a document assigning to another Person all of the rights reserved to the Declarant under the Association Documents pursuant to Section 5.2 hereof, the term "Declarant" shall mean that assignee.

(14) "Declaration" means this Second Amended and Restated Declaration for Lansdowne, together with all amendments to the Declaration: (i) duly amending the provisions hereof, and (ii) submitting Additional Real Estate to the terms of this Declaration and the jurisdiction of the Association whether or not (pursuant to Article 4 hereof) such amendments add provisions reflecting the unique character of the real estate being added.

(15) "Design Guidelines" means the standards developed by the Covenants Committee pursuant to Article 9 hereof and any standards established by the Declarant prior to the submission of real estate to this Declaration by an amendment hereto adding Additional Real Estate.

(16) "Development Period" means the period ending on the earliest of: (1) the later of (i) the tenth anniversary of the date of recordation of this Declaration or (ii) the tenth anniversary of the date of recordation of the most recent amendment to the Declaration made by the Declarant adding Additional Real Estate (provided, however, that once the Development Period has expired, the recordation of a subsequent amendment to the Declaration shall not reinstate the Development Period; and provided, further, that if the Declarant is delayed in the improvement and development of the Property due to a sewer, water or building permit moratorium or other cause or event beyond the Declarant's control, then the aforesaid period shall be extended for the length of the delay or three years, whichever is less); (2) the date the number of votes of all other classes of members exceeds the number of votes of the Declarant; or (3) the date specified by the Declarant in a written notice to the Association that the Development Period is to terminate on that date.

(17) "Development Plan" means the Lansdowne Development Concept Plan for the Property and Additional Real Estate approved by resolution of the Board of Supervisors of Loudoun County on December 16, 1985, as amended from time to time, and such additional development as may be approved for any Additional Real Estate.

(18) "Land Records" means the land records of Loudoun County, Virginia, the jurisdiction in which the Property and the Additional Real Estate are located.

(19) "Limited Common Area" means a portion of the Common Area designated by the Declarant pursuant to Section 3.9 hereof for the exclusive use of one or more but less than all of the Lots.

(20) "Limited Common Expenses" means expenses separately assessed against one or more but less than all of the Lots.

(21) "Lot" means a portion of the Property designated as a separate subdivided lot of record on a plat of subdivision, resubdivision or consolidation of the Property recorded among the Land Records and includes any improvements now or hereafter appurtenant to that real estate. "Lot" shall also mean any portion of the Property the ownership of which is transferred to an adjacent owner by a boundary line adjustment and that part of the Property to which the portion is added. Except for condominium units created within a "Senior Lot" (defined below), "Lot" also means any condominium unit created in accordance with Chapter 4.2 of Title 55 of the Code of Virginia (1950), as amended. Notwithstanding anything contained herein, no condominium unit created within a Senior Lot shall be deemed to

be a "Lot." Each Lot shall be identified as one of the following types:

(a) "Civic Lot" means any Lot containing improvements primarily used and occupied for a public purpose and owned by a governmental entity or nonprofit entity, including without limitation schools, fire and rescue stations, police stations, libraries and parks. If a Civic Lot is no longer used and occupied for a public purpose and owned by a governmental entity or nonprofit entity, such Lot shall no longer be a Civic Lot and shall be treated as a Residential Lot, Corporate Center Lot, Recreational Lot, Senior Lot, Educational Lot or Declarant Lot, as may be appropriate. Likewise, a Lot owned by a governmental entity or nonprofit entity containing improvements used primarily for office purposes shall be a Corporate Center Lot.

(b) "Corporate Center Lot" means any Lot (i) containing, primarily, governmental or quasi-governmental office, office building, retail use, restaurant, hotel, health care, day-care or other nonresidential uses not otherwise expressly categorized in this Declaration, or (ii) existing or created upon the portion of the Property described as Corporate Center property in an amendment to this Declaration.

(c) "Educational Lot" means (i) any Lot which is zoned for educational use(s), or (ii) any Lot upon which the improvements are primarily used and occupied for educational purposes, together with any related Ancillary Uses (as defined below) owned or operated by any Person: (A) qualifying under Section 501(c) of the Internal Revenue Code of 1986 (as amended from time to time) and offering courses or programs of study or instruction beyond the secondary level, which has received all necessary approvals from the Virginia State Council of Higher Education for the conferring of degrees, diplomas or certificates in Virginia, all in compliance with the provisions of Chapter 21 of the Code of Virginia and the regulations promulgated thereunder; or (B) operating a training center (as opposed to a conference center) offering courses or programs of study or instruction for the continuing education, development and training of such Person's employees or the employees of others. An Educational Lot may also contain improvements used and occupied for certain "Ancillary Uses" which must be operated primarily to serve the faculty, staff and students of the facility in a manner which is ancillary and compatible with educational activities and which may include without limitation (i) recreational facilities (all of which may be made available on a private membership basis to, but shall not serve principally, members of the general public), (ii) offices and retail shops, (iii) research offices and facilities for theoretical and applied research in all the sciences, product development and testing and engineering development, (iv) a

hospitality center including meeting rooms, internal support facilities and rooms to accommodate overnight guests and (v) traditional student dormitories and housing units available to faculty, staff, students, administrators, support personnel, directors, trustees and sponsors of the facility. If an Educational Lot is no longer zoned, or primarily used and occupied, for educational purposes or any Ancillary Uses, such Lot shall no longer be an Educational Lot and shall be treated as a Civic Lot, Residential Lot, Corporate Center Lot, or other category of Lot, as may be appropriate.

(d) "Recreational Lot" means (i) the Lot which is, or is part of, the portion of the Property described as Recreational property in an amendment to this Declaration, and (ii) any other Lot (A) which is used or intended by Declarant to be used primarily for recreational purposes, including but not limited to the development and maintenance of such uses or facilities, and (B) which is designated as a Recreational Lot in an amendment to this Declaration submitting such Lot to the jurisdiction of the Association.

(e) "Residential Lot" means any Lot upon which the improvements constructed or to be constructed are primarily intended for use and occupancy as a permanent residence and, unless otherwise specified, include without limitation Lots containing rental apartments, condominium units, townhouses or single family homes, but excluding any Lot that is a Corporate Center Lot.

(f) "Senior Lot" means any legally subdivided lot within the Property that currently exists as Lots 1 and 2A, Section 1B, and Lot 3, Section 2A, upon which the improvements constructed or to be constructed are primarily intended for use as senior, age-restricted, permanent, individually owned condominium residences, as well as any condominium regime created upon or within such Property. Each legally subdivided Senior Lot may be subjected to one or more condominium regimes; each separate condominium regime so created shall constitute a separate "Senior Lot" and shall be expanded and/or contracted as provided in the documents creating and governing such condominium.

(22) "Majority Vote" means a simple majority (more than fifty percent) of the votes entitled to be cast by or on behalf of persons present in person or by proxy at a duly held meeting, of the members of the Association, of the Board of Directors, or of any committee or subcommittee existing or appointed pursuant to the Association Documents, as applicable, at which a quorum is present. Unless otherwise defined, (i) any vote of any other specified percentage of members of the Association means that percentage with respect to the total number of votes entitled to be cast by or on behalf of Persons

present in person or by proxy at a duly held meeting at which a quorum is present; (ii) any vote by any other specified percentage of the Board of Directors (or the Covenants Committee) means that percentage with respect to votes entitled to be cast by or on behalf of Persons present at a duly held meeting of the Board of Directors (or Committee) at which a quorum is present; and (iii) any vote of or approval by a specified percentage of the Mortgagees means a vote of or approval by the Mortgagees of Lots calculated according to the number of votes allocated to the Lots on which each has a Mortgage.

(23) "Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) holding a first mortgage or first deed of trust ("Mortgage") encumbering any Lot that is not residential in its planned or existing use.

(24) "Officer" means any Person holding office pursuant to Article 6 of the Bylaws.

(25) "Owner" means one or more Persons who own a Lot in fee simple, but does not mean any Person having an interest in a Lot solely by virtue of a contract or as security for an obligation. Notwithstanding anything contained herein, for any Senior Lot which is a condominium regime in accordance with Chapter 4.2 of Title 55 of the Code of Virginia (1950), as amended, the word "Owner" means the Subassociation established pursuant to the documents creating such condominium.

(26) "Person" means one or more natural persons, corporations, limited liability companies, partnerships, associations, trusts or other entities capable of holding title to real estate, or any combination thereof.

(27) "Phase" means a portion of the Property designated as provided in Section 4.3 hereof.

(28) "Private Streets and Roadways" means any and all streets, roadways, sidewalks, curbs, gutters and parking areas which are part of the Common Area.

(29) "Property" means, at any given time, the real estate then subject to the Declaration (including Lots and Common Area), and includes all improvements and appurtenances thereto now or hereafter existing.

(30) "Reserved Common Area" means a portion of the Common Area for which the Board of Directors has granted a revocable license for exclusive use by one or more but less than all of the Owners, pursuant to Section 3.9 hereof.

(31) "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation and/or physical appearance of the Property adopted from time to time by the Board of Directors.

(32) "Subassociation" means an owners association, including but not necessarily limited to a homeowners association or condominium unit owners association, created by a declaration or other appropriate instrument recorded among the Land Records which subjects a portion of the Property to covenants, conditions and/or restrictions additional to those set forth in the Declaration and grants rights to such association with respect to such portion of the Property, all as also described in Section 1.3(g). During the Development Period, any such association shall be created only by the Declarant or with its consent, in its sole discretion, or by any Owner that owns all the Lots of a particular type, such as but not limited to the Residential or Senior Lots.

(33) "Submitted Real Estate" means the real estate designated as such in Exhibit A to this Declaration and all real estate which from time to time has been or hereafter is submitted to the Declaration.

(34) "Two-thirds Vote" means, with respect to a vote of the members of the Association or of the Board of Directors, a vote of not less than two-thirds of the total votes existing in the Association or, if a Board vote, of the total number of directors, regardless of how many members or directors, as applicable, are present at the time of the vote.

(35) "Upkeep" means care, inspection, maintenance, operation, repair, repainting, remodelling, restoration, improvement, renovation, alteration, replacement and reconstruction.

Section 1.2. Construction of Association Documents.

(a) Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the document in which used or any provision thereof.

(b) Pronouns. The use of the masculine gender shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

(c) Severability. Each provision of an Association Document is severable from every other provision, and the invalidity of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

(d) Interpretation. If there is any conflict between the Association Documents, the Declaration shall control, except as to matters of compliance with the Act, in which case the Articles of Incorporation shall control. Particular provisions shall control general provisions, except that a construction consistent with the Act shall in all cases control over any construction inconsistent therewith. The provisions of the Bylaws shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association Documents.

Section 1.3. Lansdowne Conservancy.

(a) The Association. The Association is a nonstock corporation organized and existing under the laws of the Commonwealth of Virginia, charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation and the Bylaws.

(b) Membership. Members of the Association shall at all times be, and be limited to, the Persons who constitute Owners of the Lots. If more than one Person owns a Lot, then all of the Persons who own such Lot shall collectively constitute one Owner and be one member of the Association, and each such Person is entitled to attend all meetings of the Association. With respect to each Senior Lot that is a condominium regime, the individual unit owners of such condominium shall be entitled to attend all meetings of the Association; provided, however, that the votes appurtenant to such Senior Lot shall be cast only by the representative(s) of the Subassociation of such Senior Lot. Membership in the Association is mandatory.

Upon acquiring title to a Lot or to a condominium unit within a Senior Lot, each new Owner or the Owner of such Senior Lot, as applicable, shall immediately give written notice to the Secretary stating the name and address of such new Owner or new condominium unit owner, as applicable, and the number or address of the Lot or unit, as applicable. If notice containing said information is not given to the Secretary within thirty days of the acquisition of title to such Lot, or within thirty days of receipt of notice by the Owner of such Senior Lot of the conveyance of the condominium unit therein, then reasonable

recordkeeping costs incurred by the Association may be assessed against such Owner pursuant to Subsection 12.1(a) hereof.

(c) Classes of Members; Voting Rights. The Association shall have six classes of members, each of which is defined as follows:

The Civic Class shall be the Owners of Civic Lots and shall have no votes.

The Corporate Center Class shall be the Owners of Corporate Center Lots, and each such member shall have one vote for each one hundred thousand dollars of Assessed Value, rounded to the nearest tenth of a vote.

The Declarant Class shall be the Declarant, which shall have the number of votes equal to three times the total number of votes held by the Educational members, the Corporate Center members, the Residential members, the Senior members and the Recreational members until the annual meeting occurring in the year 2002. After such annual meeting and until the annual meeting of the Association occurring in the year 2008, the Declarant member shall have the number of votes equal to two times the total number of votes held by the Educational members, the Corporate Center members, the Residential members, the Senior members and the Recreational members. Subsequent to the annual meeting occurring in the year 2008 and until the Declarant member no longer owns any Lots or December 31, 2025, whichever occurs earlier, the Declarant member shall have the number of votes equal to the total number of votes held by the Educational members, the Corporate Center members, the Residential members, the Senior members and the Recreational members. The Declarant shall also be entitled to exercise any voting rights appurtenant to Lots that it owns in any of the four voting Classes, said rights to be exercised, however, as votes of the applicable Classes, and not as votes of the Declarant Class. Notwithstanding the foregoing provisions of this paragraph, upon the expiration of the Development Period, the Declarant membership shall cease, and the Declarant thereafter shall be entitled to vote solely on the basis of one vote for each one hundred thousand dollars of Assessed Value, rounded to the nearest tenth of a vote, and within each class that applies to the Lots it then owns.

The Educational Class shall be the Owners of Educational Lots, and each such member shall have one vote for each one hundred thousand dollars of Assessed Value, rounded to the nearest tenth of a vote.

The Recreational Class shall be the Owners of Recreational Lots, and each such member shall have one vote for

each one hundred thousand dollars of Assessed Value, rounded to the nearest tenth of a vote.

The Residential Class shall be the Owners of Residential Lots, and each such member shall have one vote for each one hundred thousand dollars of Assessed Value, rounded to the nearest tenth of a vote.

The Senior Class shall be the Owners of Senior Lots, and each such member shall have one vote for each one hundred thousand dollars of Assessed Value, rounded to the nearest tenth of a vote.

In addition, and notwithstanding the foregoing or any other provisions of the Association Documents to the contrary: (i) during the period immediately following the recordation of the first amendment to the Declaration which submits a Residential Lot or Lots to this Declaration and ending five (5) years thereafter, the votes allocated to the Residential Class of members shall be fixed and constant at 29% of the votes existing for all members of the Association other than the Declarant, and the votes of all members of the Association other than the Declarant and the Residential Class members shall share 71% of the votes not allocated to the Declarant during such period, although said 71% share shall be reallocated annually, as appropriate, and proportionately, based upon the one vote per hundred thousand dollars of Assessed Value formula set forth above; (ii) the total number of votes for members of the Residential Class likewise shall be fixed and constant for each three (3) year period following such 5 year period and be based upon the latest Assessed Values known at the beginning of each such subsequent period, and the total votes of all members of the Association other than the Declarant and the members of the Residential Classes shall share that percentage of the total votes not allocated to the Declarant or to the members of the Residential Class, although said share of votes not allocated to the Declarant or the members of the Residential Class shall be reallocated annually, as appropriate, and proportionately, based upon the one vote per hundred thousand dollars of Assessed Value formula set forth above; and (iii) the members of each class shall adjust their individual voting rights upward or downward proportionately within their class, if and as necessary, to ensure that each Owner is entitled to vote proportionately within the Owner's class.

(d) Assignment of Voting Rights. Any member, except for members which are Subassociations, may assign such member's voting rights, as such voting rights relate to a particular Lot owned by such member, to a lessee of such Lot; provided, however, that the initial term of the lease for such Lot is for a period of not less than fifteen years; and provided, further, that such assignment is evidenced by a written certificate signed by the

member and witnessed by a person, other than the assignee, who shall sign their name and address. Such certificate shall be filed with the Secretary.

(e) Board Authority to Act. Unless otherwise specifically provided in the Act or the Association Documents, all rights, powers, easements, obligations and duties of the Association may be performed solely by the Board of Directors on behalf of the Association.

(f) Merger or Consolidation. Upon merger or consolidation of the Association with another association formed for similar purposes, the Association's properties, rights and obligations may be transferred to the surviving or consolidated Association, or alternatively, the properties, rights and obligations of the other association may be assumed by the Association, as the surviving corporation. No such merger or consolidation shall effect any revocation, termination, change or addition to this Declaration except pursuant to Articles 15 and 16 hereof.

(g) Other Associations. Any portion of the Property may also be subjected to a declaration which grants rights with respect to a portion of the Property to a Subassociation which addresses concerns particular to that specific portion of the Property. Any obligations created under any such declaration shall be in addition to obligations created hereunder.

ARTICLE 2

COMMON AREA

Section 2.1. Easements and Rights-of-Way. The Association shall be authorized and is empowered to receive easements and rights-of-way as Common Area. The Association has and shall have no authority to own as Common Area any land in fee simple, nor shall it have the authority to own any land in fee simple; provided, however, that nothing contained herein shall prohibit the Association from acquiring Lots pursuant to the exercise of its rights relating to or resulting from lien enforcement that are set forth in Article 12.

Section 2.2. No Dedication. Nothing contained herein or in the other Association Documents shall be construed as a dedication to public use or as an assumption of responsibility for Upkeep of any Common Area by any public or municipal agency, authority or utility, nor shall it be construed to prevent the Board of Directors of the Association from permitting public access to or use of any Common Area.

Section 2.3. Transfer of Responsibility for Upkeep. From and after the date of recordation of any easement granted by the Declarant creating Common Area, the Association shall be responsible for the Upkeep of such Common Area. This shall not create in the Association, however, any requirement that it assume responsibility for Owners' obligations to maintain their Lots and otherwise to comply with the requirements of the Association Documents.

Section 2.4. Regulation of Common Area. The Association shall have the right to regulate use of the Common Area pursuant to Section 8.3 hereof. The Association may also grant or otherwise establish easements across the Common Area subject to the restrictions in Section 15.4 hereof.

Section 2.5. Additional Improvements on Common Area. After any initial improvements on the Common Area and the grant of any easement to the Association creating Common Area, the Declarant may, but is not obligated to, construct additional improvements in the Common Area for the benefit of the Property, pursuant to the easements in Section 3.1 hereof; provided, however, that such construction is subject to the review and approval of the Board of Directors.

ARTICLE 3

EASEMENTS

Section 3.1. Development Easements.

(a) Easements Reserved to the Declarant.

(1) Easement to Facilitate Development. The Declarant hereby reserves to itself and its designees a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation: (i) temporary (not more than twenty-four months) slope and construction easements; (ii) drainage, erosion control, and storm and sanitary sewer easements (including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition); (iii) easements for the storage (in a sightly manner) of reasonable supplies of building materials and equipment necessary to complete the improvements; and (iv) easements for the construction, installation and Upkeep of improvements (e.g., landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

(2) Easement to Facilitate Sales. The Declarant hereby reserves to itself and its designees the rights to: (i) use any Lots owned or leased by the Declarant, any other Lot with the written consent of the Owner thereof, or any portion of the Common Area as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas; (ii) place and maintain in any location on the Common Area and on any Lot (for a distance of fifteen feet behind any Lot line which parallels a public or private street), street and directional signs, temporary promotional signs, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; provided, however, that all signs shall comply with applicable governmental regulations and the Declarant shall obtain the consent of the Owner of any affected Lot or of the Covenants Committee if the Owner does not consent; and (iii) relocate, within the areas permitted by this paragraph, or remove all or any of the above from time to time at the Declarant's sole discretion. These rights and easements shall continue until all Lots have been conveyed to Owners other than the Declarant.

(3) Easement for Utilities and Related Services.

(i) The Declarant hereby reserves to itself and its designees a non-exclusive blanket easement over and through the Property for ingress, egress, installation and Upkeep of the equipment for providing to any portion of the Property or adjacent real estate, any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone and television service, whether public or private; such easement is hereby granted to any Person providing the aforesaid services or installing or maintaining the equipment necessary for such services. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where initially installed with the permission of the Declarant, where contemplated on any site plan approved by the Declarant or where approved by resolution of the Board of Directors.

(ii) The Declarant hereby reserves to itself and its designees, during the Development Period, the right to grant and reserve easements, rights-of-way and licenses over and through the Common Area for the installation and Upkeep of the equipment for providing to any portion of the Property or adjacent real estate, any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone and television service, whether public or private, or for any other purpose necessary or desirable for the orderly development of the Property or for the benefit of adjoining real estate.

(4) Dedications and Easements Required by Governmental Authority. The Declarant hereby reserves to itself and its designees, during the Development Period, the right to make any dedications and to grant any easements, rights-of-way and licenses required by any government or governmental agency over and through all or any portion of the Common Area.

(b) Further Assurances. Any and all conveyances made by the Declarant to any Owner, including without limitation grants of easements to the Association, with respect to any of the Common Area shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. Upon written request of the Declarant, the Association and each Owner shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested. If a designee described in Section 3.1(a) requests the execution and recordation of a separate document evidencing such Person's easement rights that are consistent with this Declaration, then the Declarant or the Association, as applicable, may execute and record such an easement instrument, without the consent, approval or joinder of any Owner or Mortgagee.

(c) Assignment of Development Rights. The Declarant may assign its rights under this section to, or share such rights with, one or more other Persons, exclusively, simultaneously or consecutively with respect to the Common Area or Lots owned by the Declarant or such Persons. The Declarant shall notify the Association of any such assignment or designation by the Declarant.

Section 3.2. Association Power to Grant Easements. The Declarant, on behalf of itself and its successors and assigns, hereby also grants to the Association the rights and powers reserved to the Declarant by Paragraphs 3.1(a)(2), (3) and (4) hereof. These rights and easements may be exercised by the Association, subject to Section 15.4 hereof; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Association. If the Declarant or any Owner requests the Association to exercise its powers under this section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

Section 3.3. Easement for Upkeep; Access. The Declarant, on behalf of itself and its successors and assigns, hereby grants the right of access over and through any Lot (excluding any building) to the Association, the managing agent and any other Person authorized by the Board of Directors, in the exercise and discharge of their respective powers and responsibilities, including without limitation to make inspections, correct any condition originating in a Lot or in the Common Area threatening

another Lot or the Common Area, correct drainage, perform installations or Upkeep of utilities, landscaping or other improvements located on the Property for which the Association is responsible for Upkeep, or correct any condition which violates the Association Documents. The agents, contractors, Officers and directors of the Association may enter any area of any Lot (excluding any building) in order to utilize or provide for the Upkeep of the areas subject to easements granted in this Article to the Association. The Association hereby is granted an easement across all or any portions of the Property, excluding buildings, to do anything the Association is required or permitted to do under this Declaration.

Section 3.4. Limitations on Exercise of Rights and Easements.

(a) These easements are subject to all other easements and encumbrances of record (including those created by the Declaration).

(b) The Declarant or the Association, as appropriate, when exercising the rights and easements granted by this Article, shall: (i) give reasonable prior notice to all affected Owners, unless an emergency exists which precludes such notice; (ii) minimize any economic or aesthetic injury to the affected Lots or the Common Area; and (iii) not unreasonably interfere with the affected Owners' use, enjoyment and benefit from such Owners' Lots or the Common Area. Further, notwithstanding the easement rights established by Sections 3.1 and 3.2 hereof, neither the Declarant nor the Association shall exercise any such rights beyond the Buffer Zone (as defined in the Design Guidelines) on a Lot (other than within Common Area) without the prior written consent of the Owner, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) If an easement is relocated, the cost of such relocation shall be paid by the party requesting the relocation.

(d) Any damage resulting from the exercise of the aforesaid rights and easements shall be promptly repaired and the site restored to the extent practicable by the Declarant or the Association, as appropriate, or at the option of the Declarant or the Association, the party responsible for such damage. In either case, the cost of such repair and restoration shall be paid for by the party responsible for the damage.

(e) The easements created by Section 3.1(a) hereof shall not apply to an Educational Lot (other than in any Buffer Zone).

Section 3.5. Easements for Encroachments. If any improvement on the Property now or hereafter encroaches on any other

portion of the Property by reason of (1) the original construction thereof, (2) deviations within normal construction tolerances in the Upkeep of any improvement, or (3) the settling or shifting of any land or improvement, an easement is hereby granted to the extent of any such encroachment for the period of time the encroachment exists. The Owner of the encroaching improvement shall also have an easement for the limited purpose of Upkeep of the encroaching improvement. This easement does not relieve any Owner or any other Person from liability for such Owner's or other Person's negligence or willful misconduct.

Section 3.6. Easement for Support. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.

Section 3.7. Emergency Access. The Declarant, on behalf of itself and its successors and assigns, hereby grants an easement (1) to all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies and (2) to the Association over and through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to any other portion of the Property. The Association is hereby authorized but not obligated to take any such measures.

Section 3.8. Easement for Use of Common Area.

(a) Use and Enjoyment. The Declarant hereby reserves to itself and, on behalf of itself and its successors and assigns, grants to each Owner and each Person lawfully occupying a Lot a non-exclusive right and easement of use and enjoyment in common with others of the Common Area (other than any Limited Common Area or Reserved Common Area), including without limitation sidewalks, paths or trails located within the Common Areas; provided, however, that the Association, acting through its Board of Directors without Owner or Mortgagee approval, and the Owner of a Lot can relocate or remove the sidewalks, paths or trails and modify or terminate such easement(s). Such right and easement of use and enjoyment, other than those retained by the Declarant, shall be appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements by an Owner other than Declarant without the Lot to which such rights and easements are appurtenant shall be void.

(b) [Deleted.]

(c) Limitations. The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to

the other Association Documents) to all rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of the Association Documents, including without limitation the Association's right to regulate the use of the Common Area and to grant easements across the Common Area.

(d) Delegation. Subject to the Rules and Regulations or such other restrictions as adopted by the Association, any Person having the right to use and enjoy the Common Area may delegate such rights to such Person's guests, employees, customers, tenants, agents and invitees and to such other Persons as may be permitted by the Association.

(e) Additional Real Estate. Each Person lawfully occupying any portion of the Additional Real Estate is hereby granted a non-exclusive right and easement of use and enjoyment in common with others of any recreational amenities and parking areas constituting a portion of the Common Area and shared utilities and a right of access over and through the Common Area (other than any Limited Common Area or Reserved Common Area) to such facilities. The rights and easements granted hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to other Association Documents) to all rights and powers of the Association, when exercised in accordance with the applicable provisions of the Association Documents. The Persons to whom this easement is granted or the Subassociation of any planned community or condominium or cooperative corporation located on the Additional Real Estate shall pay to the Association an annual assessment levied exclusively for a share of the costs of management and Upkeep of any such recreational amenities, parking areas or shared utilities and for services and facilities related thereto equal to the amount payable by the owner if the Additional Real Estate were subject to the Declaration.

Section 3.9. Reserved Common Area and Limited Common Area.

(a) Reserved Common Area. The Board of Directors shall have the power in its discretion from time to time to grant revocable licenses in the Common Area by designating portions of the Common Area as Reserved Common Area. Such Reserved Common Area shall be subject to such restrictions, reasonable charges and conditions on the use thereof as the Board may deem appropriate. Such Reserved Common Area shall be maintained by the Association or, at the Board's option, by the Persons having the exclusive right to use the Reserved Common Area.

(b) Limited Common Area. The Declarant shall have the power, for as long as the Declarant has the right to add Additional Real Estate under Section 4.1 hereof, to restrict portions of the Common Area in the nature of an easement for the

exclusive use of one or more specific Lots by designating such portions of the Common Area as Limited Common Area. The Declarant may either: (1) indicate the locations of the Limited Common Area appertaining to one or more Lots by depicting such Limited Common Area and the Lots to which it is appurtenant on a revision to the plat(s) attached as parts of Exhibits A or B, as applicable, to this Declaration, which revision shall be recorded among the Land Records, or (2) label a portion of the Common Area as "Common Area that may be assigned as Limited Common Area", and thereafter assign such Limited Common Area to one or more specific Lots by unilaterally amending this Declaration to indicate the assignment on the applicable Exhibit, depicting the Limited Common Area being assigned and the Lots to which it is appurtenant.

Section 3.10. Priority and Enforcement of Easements.

(a) No Person who owns Property subject to this Declaration may subordinate the easements herein created to any subsequent encumbrance.

(b) The easements and rights granted by this Declaration shall not be enforceable by Persons to whom such easements and rights may be delegated by Owners, including without limitation the guests, employees, customers, tenants, agents or invitees of any Owner. This section does not affect, however, the rights of Mortgagees in possession or court-appointed officers in possession and control of a Lot acting in the name, place and stead of Owners or any Person's right to enforce any easements or rights granted in any lease or agreement between such Person and an Owner.

Section 3.11. Other Easements. The easements created by or pursuant to this Article shall be in addition to such other easements as may be created by recordation of appropriate instruments among the Land Records; provided, however, that if any existing easement affects the Common Area within a Lot, such easement shall be shown or described on a plat attached as part of Exhibit A or B hereto or amendments thereto.

ARTICLE 4

DEVELOPMENT OF THE PROPERTY

Section 4.1. Expansion by the Declarant.

(a) The Declarant intends to develop the Property substantially in accordance with the Development Plan. The Declarant reserves the right to modify the Development Plan

subject only to the requirements and procedures of Loudoun County, Virginia.

(b) The Declarant hereby reserves an option until December 31, 2025 to expand the Property from time to time without the consent of any Owner (except for the owner of the land to be submitted) or Mortgagee by submitting all or any portion of the Additional Real Estate to the provisions of this Declaration and the jurisdiction of the Association; provided, however, that if such land or any portion thereof is owned by an owner other than the Declarant, then the prior written consent of the owner of such land must also be obtained. The option to expand may be terminated prior to the above date only upon the recordation by the Declarant of an instrument relinquishing such option. The Declarant also reserves the right unilaterally to record additional covenants applicable to a Lot or any portion of the Property in the nature of a "Supplementary Declaration", subjecting any Lot or such portion to such additional covenants and restrictions as may be necessary to reflect the different characteristics of such Lot or portion as are not inconsistent with the overall scheme of the Declaration; provided, however, that the Declarant shall not have such right with respect to a Lot after the conveyance of such Lot to an Owner other than the Declarant, except with the prior written consent of the Owner of such Lot. The Declarant shall add Additional Real Estate in accordance with the procedures set forth in Section 4.3 hereof. There are no limitations on the option to expand except as set forth in this Article.

(c) The Declarant may unilaterally amend the description and/or plat(s) of Additional Real Estate set forth in Exhibit B hereto to expand the land area referred to as Additional Real Estate whether or not such real estate is owned by the Declarant; provided, however, that such additional real estate is immediately adjacent to the Property or across a public right-of-way from the Property and does not increase the total acreage of the real estate originally described in Exhibits A and B combined by greater than ten percent (10%).

Section 4.2. Expansion by the Association. With the written consent of the fee simple owner and any mortgagee or holder of a deed of trust on such real estate, a Two-thirds Vote of the members of the Association and the written consent of the Declarant during any period that the Declarant has the right to add Additional Real Estate under Section 4.1 hereof, the Association may submit any real estate which (i) is located immediately adjacent to the Property or across a public road from the Property, and (ii) does not increase the total acreage of the real estate originally described in Exhibits A and B combined by greater than ten percent (10%) to the provisions of this Declaration and the jurisdiction of the Association, in accordance with the procedures set forth in Section 4.3 hereof.

Section 4.3. Procedure for Expansion. The Declarant or the Association, as appropriate, may record one or more amendments to the Declaration submitting the real estate described therein to this Declaration and to the jurisdiction of the Association. Each amendment shall include a legally sufficient description of the real estate added and shall designate such real estate with the term "Phase" followed by a unique identifier so as to differentiate between each Phase of the Property. Any such amendment may contain such additions to the provisions in this Declaration as may be necessary to reflect the different character of the Additional Real Estate added thereby and as are not inconsistent with the overall scheme of this Declaration; provided, however, that such additional provisions shall not apply to any real estate previously submitted to this Declaration except with the prior written consent of the owner of such real estate. When recording an amendment adding Additional Real Estate, appropriate plats shall be recorded, if necessary, showing the Additional Real Estate being submitted to the Declaration and the jurisdiction of the Association, describing any easements being granted to the Association as Common Area and showing any new Lots. In addition, the Declarant or Association (acting through its Board of Directors, without the approval of any Owner or Mortgagee), as applicable, may record a plat with respect to Additional Real Estate submitted to the Declaration showing easements, buffers, setbacks and other appropriate items required by the Design Guidelines and benefiting the Association ("Covenant Restrictions Plat"); provided, however, that the Declarant or the Association, as applicable, must obtain the written consent of the owner of such Additional Real Estate prior to recording such Covenant Restrictions Plat. Notwithstanding the foregoing, the initial Covenant Restrictions Plat for a Lot may be recorded unilaterally by the Declarant or the Association (acting through its Board of Directors, without the approval of any Owner or Mortgagee), as applicable, prior to the conveyance of such Lot to an Owner other than the Declarant, at the time of submission of the Lot to the Declaration or thereafter. To the extent necessary to reflect the Design Guidelines applicable to the Lot on the date such Lot was acquired by the Owner of such Lot, the Owner of such Lot shall sign and acknowledge any amendment or other instrument requested by the Declarant or the Association to confirm or otherwise clarify the items shown on the Covenant Restrictions Plat. After the initial Covenant Restrictions Plat is recorded for a Lot, such Covenant Restriction Plat may be modified or amended by the Declarant or the Association (acting through its Board of Directors, without the approval of any Owner or Mortgagee), as applicable, with the written consent of the Owner(s) of the Lot(s) to be burdened, to reflect modifications to the Design Guidelines or as otherwise agreed by the Declarant or the Association and by the Owner of the Lot(s) to be burdened.

Section 4.4. Withdrawal of Senior Lot; Agency Approvals. If the Department of Veterans Affairs ("VA"), the Federal Housing Administration ("FHA"), or the Federal National Mortgage Association ("FNMA") determine that the Association Documents do

not comply with then current requirements of VA, FHA or FNMA (or any successor to the foregoing entities), then upon receipt of notice of such determination by VA, FHA and/or FNMA, Declarant (or the Association after the termination of the Development Period) and the developer(s) (the "Senior Developer") of any condominium project(s) created within the Senior Lots in which condominium units remain unsold by the developer (such condominium projects, and any land constituting Senior Lots that has not yet been subjected to a condominium regime(s), shall hereafter be called the "Remaining Senior Lots"), at such Senior Developer's expense, shall use all reasonable efforts to obtain necessary waivers from such requirements. If Declarant (or the Association after the termination of the Development Period) and the Senior Developer are unable to obtain such waivers, and solely as a direct result of the noncompliance of the Association Documents, financing that is insured, guaranteed or approved by VA, FHA and/or FNMA is not available to initial purchasers of units within the Senior Lots, then within thirty (30) days after notice from the Senior Developer, Declarant (or the Association after the termination of the Development Period) shall record an amendment to the Association Documents modifying the Association Documents in accordance with the VA, FHA and/or FNMA requirements, as applicable and/or declaring such noncomplying provisions inapplicable to the Senior Lots. If Declarant (or the Association after termination of the Development Period) fails to record such amendment within such thirty (30) day period, then the Senior Developer shall have the right to withdraw the Remaining Senior Lots from the jurisdiction of Association, and the Declarant (or the Association after termination of the Development Period) shall record an amendment to the Association Documents withdrawing the Senior Lots from the jurisdiction of the Association; provided, however, that (a) such Remaining Senior Lots shall continue to be bound by the architectural controls set forth in the Design Guidelines applicable to such Senior Lots, and (b) the Owners of the Remaining Senior Lots or their agent(s) shall have entered into a recordable joint maintenance agreement with respect to the common areas, constituting a covenant upon the Remaining Senior Lots. Such joint maintenance agreement shall provide for the same calculation of the Remaining Senior Lots' financial contributions to the Association as provided in the Association Documents, shall be commercially reasonable and shall be in a form and substance satisfactory to the Association and Declarant. Declarant (or the Association after the termination of the Development Period) shall have no obligation to incur or accept any liability or expense in order to satisfy VA, FHA or FNMA requirements. Notwithstanding any other provision of the Association Documents to the contrary, (1) Declarant (or the Association after the termination of the Development Period) shall have the unilateral right to amend the Declaration to effectuate any of the foregoing; and (2) the provisions of this Section 4.4 shall prevail over any contrary provision. The terms of this section may not be amended or modified in any manner without the written approval of the Declarant or the Association, as applicable, the written approval of the Senior Developer, and

the recordation of an instrument evidencing such amendment or modification. With respect to approvals or other actions of the Association under this Section 4.4, the Association shall act through its Board of Directors, without the approval of any Owners or Mortgagees.

ARTICLE 5

SPECIAL DECLARANT RIGHTS; TRANSFER

Section 5.1. Special Declarant Rights. Special declarant rights are those rights reserved for the benefit of the Declarant as provided for in the Association Documents, and shall include without limitation the following rights created elsewhere in the Association Documents: (1) to complete improvements on the Property; (2) to maintain models, management offices, construction offices, sales offices, customer service offices and signs advertising the Property; (3) to use easements over and through the Property for the purpose of making improvements within the Property; (4) to exercise the rights and votes of the Declarant Class member of the Association; (5) to add Additional Real Estate; (6) to make unilateral amendments to the Association Documents as provided in Sections 3.9, 4.1 and 15.1 hereof; (7) to remove and replace any director appointed by the Declarant Class member until the meeting at which the total votes of the Educational, Corporate Center, Residential, Recreational, and Senior Classes constitute a majority of the votes of the members; and (8) to exercise any other rights given to the Declarant.

Section 5.2. Transfer of Special Declarant Rights.

(a) The Declarant may transfer special declarant rights created or reserved under the Association Documents to (i) any Person acquiring Lots or Additional Real Estate previously owned by the Declarant or (ii) to the holder of a Mortgage on any Lots, or Additional Real Estate, owned by the Declarant, in any such event by an instrument evidencing the transfer recorded in the Land Records. The instrument is not effective unless executed by the transferor and transferee.

(b) Upon transfer of any special declarant right, the liability of a transferor declarant is as follows:

(1) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations the transferor has undertaken or which are imposed upon the transferor by law.

(2) If the successor to any special declarant right is an "Affiliate of a Declarant" (as defined in subsection (g)), the transferor is jointly and severally liable with the successor for any obligation or liability of the successor which relates to the Property.

(3) If a transferor retains any special declarant rights, but transfers other special declarant rights to a successor who is not an Affiliate of the Declarant, the transferor is also liable for any obligations and liabilities relating to the retained special declarant rights imposed on a Declarant by the Association Documents arising after the transfer.

(4) A transferor has no liability for any act or omission, or any breach of a contractual or warranty obligation arising from the exercise of a special declarant right by a successor Declarant who is not an Affiliate of the transferor.

(c) Unless otherwise provided in a Mortgage, in case of foreclosure of a Mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, sale by a trustee under a deed of trust, or sale under the Bankruptcy Code or receivership proceedings, of any Lots or Additional Real Estate owned by a Declarant, a Person acquiring title to all the Lots or Additional Real Estate being foreclosed or sold, but only upon such Person's request, succeeds to all special declarant rights related to such Lots or Additional Real Estate or only to any rights reserved in the Association Documents to maintain models, management offices, construction offices, sales offices, customer service offices and signs advertising the Property. The judgment, instrument conveying title or other instrument recorded in the Land Records shall provide for transfer of only the special declarant rights requested.

(d) Upon foreclosure (or deed in lieu of foreclosure), tax sale, judicial sale, sale by a trustee under a deed of trust, or sale under the Bankruptcy Code or receivership proceedings, of all Lots and Additional Real Estate owned by a Declarant (1) the Declarant ceases to have any special declarant rights, and (2) the Development Period terminates unless the judgment or an instrument recorded among the Land Records provides for transfer of special declarant rights held by that Declarant to a successor Declarant.

(e) The liabilities and obligations of Persons who succeed to special declarant rights are as follows:

(1) A successor to any special declarant right who is an Affiliate of a Declarant is subject to all obligations and liabilities imposed on the transferor by the Association Documents.

(2) A successor to any special declarant right, other than a successor described in paragraphs (3) or (4) of this subsection or a successor who is an Affiliate of a Declarant, is subject to all obligations and liabilities imposed by the Association Documents: (A) on a Declarant which relate to such Declarant's exercise or non-exercise of special declarant rights; or (B) on the transferor, other than: (i) misrepresentations by any previous Declarant; (ii) warranty obligations on improvements made by any previous Declarant, or made before the Association

was created; (iii) breach of any fiduciary obligation by any previous Declarant or such Declarant's appointees to the Board of Directors; or (iv) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

(3) A successor to only a right reserved in the Association Documents to maintain models, sales offices, customer service offices and signs, if such successor is not an Affiliate of a Declarant, may not exercise any other special declarant right, and is not subject to any liability or obligation as a Declarant.

(4) A successor to all special declarant rights held by a transferor who has succeeded to those rights pursuant to a Mortgage, foreclosure, a deed in lieu of foreclosure or a judgment or instrument conveying title under subsection (c), may declare the intention in an instrument recorded in the Land Records to hold those rights solely for transfer to another Person. Thereafter, until transferring all special declarant rights to any Person acquiring title to any Lots owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right held by the transferor to vote as the Declarant Class member in accordance with the provisions of the Association Documents for the duration of any Development Period, and any attempted exercise of those rights is void. So long as a successor Declarant may not exercise special declarant rights under this subsection, such successor is not subject to any liability or obligation as a Declarant.

(f) Nothing in this Article subjects any successor to a special declarant right to any claim against or other obligation of a transferor Declarant, other than claims and obligations arising under the Association Documents.

(g) For the purposes of this Section 5.2, "Affiliate" or "Affiliate of a [or the] Declarant" means any person who controls, is controlled by, or is under common control with a [or the, as applicable] Declarant. A person controls a Declarant if the person (i) is a general partner, officer, director or employer of the Declarant, (ii) directly or indirectly or acting in concert with one or more persons or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent of the voting interests in the Declarant, (iii) controls in any manner the election of a majority of the directors of the Declarant, or (iv) has contributed more than twenty percent of the capital of the Declarant. A person is controlled by a Declarant if the Declarant (i) is a general partner, officer, director or employer of the person, (ii) directly or indirectly or acting in concert with one or more other persons or through one or more subsidiaries, owns, controls, holds with power to vote or holds proxies representing more than twenty percent of the voting interest in the person, (iii) controls in any manner the election

of a majority of the directors of the person, or (iv) has contributed more than twenty percent of the capital of the person. Control does not exist if the powers described in this paragraph are held solely as security for an obligation and are not exercised.

Section 5.3. No Obligations. Nothing contained in the Association Documents shall impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct, renovate or provide any improvements.

P A R T T W O

ARTICLE 6

COMMON EXPENSES AND ASSESSMENTS

Section 6.1. Determination of Common Expenses and Assessments.

(a) Fiscal Year. The fiscal year shall be determined by the Association as provided in Section 9.4 of the Bylaws then existing. (As of the date of this Declaration, the fiscal year is the calendar year, however a change in the fiscal year that is enacted pursuant to the Bylaws shall not require an amendment of this Declaration.)

(b) Preparation and Approval of Budget.

(1) At least sixty-five days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary for the ensuing fiscal year to pay the cost of management and Upkeep of the Common Area, streets and, to the extent provided in the Association Documents, Lots, and the cost of other expenses that may be declared to be Common Expenses by the Association Documents or by a resolution of the Board of Directors.

(2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital (available cash for day-to-day expenses which is otherwise uncommitted), a general operating reserve (including an amount to cover operating losses due to insurance deductibles) and reserves for contingencies (potential costs or liabilities which have not been incurred but which should be planned for) and replacements. At least fifty-five days before the beginning of each fiscal year, the Board of Directors shall make available a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessment payable by each Owner. Such budget shall

constitute the basis for determining the assessment against each Lot.

(3) The budget shall also reflect the separate assessment of Limited Common Expenses, including without limitation certain expenses (and reserves) relating to or benefiting one or more but less than all of the Lots, whether categorized by location or type of expense. Such expenses shall be assessed only against the Lots benefitted in proportion to their relative Common Expense liability inter se or based upon usage, as appropriate. Such Limited Common Expenses shall include without limitation:

(i) Any expenses designated in an amendment to this Declaration as Limited Common Expenses to be paid by the Owners of Additional Real Estate being added by such amendment; and

(ii) Any expenses proposed by the Board of Directors or a specific group of Owners as Limited Common Expenses against a specific group of Lots and agreed to by a majority of the total number of votes entitled to be cast by the Owners of such Lots, assessed against such Lots as such Owners may agree or on the basis set forth in Subsection 6.2(a) hereof inter se.

(c) Effect of Failure to Prepare or Adopt Budget. For each fiscal year of the Association, the Board of Directors shall establish the annual assessment against each Lot for Common Expenses. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay assessments at the rate established for the previous fiscal year until notified of the new payment which is due on the first day of the next payment period which begins more than ten days after such new annual or adjusted budget is adopted and the Owner receives such notice.

Section 6.2. Assessments and Common Expenses.

(a) Rate of Assessment and Payment. Subject to the provisions of Section 6.3 hereof, the total amount of the estimated funds required for the management and Upkeep of the Property set forth in the budget as an annual assessment or levied as an additional assessment shall be assessed against each Lot as follows:

A Civic Lot shall not be assessed for so long as such Lot is used and occupied for a public purpose and owned by a governmental entity.

A Corporate Center Lot shall be assessed annually an amount calculated by multiplying the percentage share of the Association's annual budget for Common Expenses allocable to all Corporate Center Lots (which shall be equal to the percentage of the Corporate Center Class members' total votes relative to the votes of all members other than the votes of the Declarant Class, determined as set forth in Section 1.3(c) hereof) by a fraction, the numerator of which is the Assessed Value of the Lot and the denominator of which is the total Assessed Value of all Corporate Center Lots.

An Educational Lot shall be assessed annually an amount calculated by multiplying the percentage share of the Association's annual budget for Common Expenses allocable to all Educational Lots (which shall be equal to the percentage of the Educational Class members' total votes relative to the votes of all members other than the votes of the Declarant Class, determined as set forth in Section 1.3(c) hereof) by a fraction, the numerator of which is the Assessed Value of the Lot and the denominator of which is the total Assessed Value of all Educational Lots.

A Recreational Lot shall be assessed annually an amount calculated by multiplying the percentage share of the Association's annual budget for Common Expenses allocable to all Recreational Lots (which shall be equal to the percentage of the Recreational Class members' total votes relative to the votes of all members other than the votes of the Declarant Class, determined as set forth in Section 1.3(c) hereof) by a fraction, the numerator of which is the Assessed Value of the Lot and the denominator of which is the total Assessed Value of all Recreational Lots.

A Residential Lot shall be assessed annually an amount calculated by multiplying the percentage share of the Association's annual budget for Common Expenses allocable to all Residential Lots (which shall be equal to the percentage of the Residential Class's total votes relative to the votes of all members other than the votes of the Declarant Class, determined as set forth in Section 1.3(c) hereof) by a fraction, the numerator of which is the Assessed Value of the Lot and the denominator of which is the total Assessed Value of all Residential Lots.

A Senior Lot shall be assessed annually an amount calculated by multiplying the percentage share of the Association's annual budget for Common Expenses allocable to all Senior Lots (which shall be equal to the percentage of the Senior Class members' total votes relative to the votes of all members other than the votes of the Declarant Class, determined as set forth in Section 1.3(c) hereof) by a fraction, the numerator of which is the Assessed Value of the Lot and the denominator of which is the total Assessed Value of all Senior Lots. Notwithstanding anything contained herein, for a Senior Lot which is a condominium regime, any annual or other assessments levied by the

Association pursuant to this Declaration shall be allocated among the owners of the condominium units created within such Senior Lot as provided in the documents governing such condominium regime.

If, and to the extent that, the application of the foregoing formulae would not result in the assessment of all amounts that the Association must collect pursuant to its budget, any such unassessed amounts shall be reallocated proportionately among the Educational, Corporate Center, Residential, Recreational and Senior Lots and be included as parts of the annual assessments thereof. For purposes of the calculations set forth in this Section 6.2(a), Lots owned by the Declarant that are Educational, Corporate Center, Residential, Recreational or Senior Lots shall be included only if (i) a building permit has been issued for such Lot(s) or (ii) the Declarant voluntarily permits such Lot(s) to be assessed for the particular year(s) for which assessments are being determined: if included, such Lot(s) shall be included in the above calculations; if excluded, they shall not be included in the calculations.

Notwithstanding the foregoing, pursuant to Section 6.3 hereof, no Lot shall be liable for assessments until conveyed to an Owner other than the Declarant or until the Declarant obtains a building permit for such Lot.

Any additional assessment for each Lot shall be calculated on the same basis as the annual assessment; provided, however, that expenses designated as Limited Common Expenses shall be assessed against the Lots benefitted on the same basis inter se or based on usage, as appropriate, pursuant to Subsection 6.1(b) hereof.

Any and all such assessments and other charges shall be a lien against each Owner's Lot as provided in Section 12.2 hereof. On or before the first day of each fiscal year, and the first day of each succeeding payment period in such fiscal year, each Owner shall pay to such Person at such place as the Board of Directors may direct that installment of the annual assessment which is due during such period. The Board of Directors shall establish one or more payment periods and the due dates for each such payment in each fiscal year; provided, however, that payments shall be due not less than annually or more frequently than monthly. All sums collected by the Board of Directors with respect to assessments against the Lots or from any other source may be commingled into a single fund.

(b) [Reserved.]

(c) Lots Added During the Fiscal Year. Notwithstanding any other provision of this Article, whenever any Additional Real Estate is added, the assessment against each Lot being added (other than unimproved Lots which are owned by the Declarant and exempted from assessment in accordance with Section 6.3 hereof) shall be calculated in the same manner and due in the

same number of installments as the assessment for the remainder of the fiscal year against Lots already a part of the Property. In addition, the Owner of the Lot being added shall pay a prorated portion of any amount payable for the period between the later of the date the Lot was conveyed to an Owner other than the Declarant (or the date the Declarant obtained a building permit for such Lot) or the date such Lot was added to the Property and the due date of the next installment. Such proration of the assessment due for any Lot added shall be based upon the total assessment due and a 365-day fiscal year. Payment of the prorated portion will be due no later than the due date of the first installment to be paid by the Owner of any Lot added.

(d) Additional Assessments. The Board of Directors may levy additional assessments on the Lots. The Board of Directors shall give notice of any additional assessment to the Owners specifying the amount and reasons therefor, and such assessment shall, unless otherwise specified in the notice, be payable in full with the next periodic installment which is due more than ten days after the date of such notice or in not more than twelve equal periodic installments, as the Board may determine. Such assessment shall be a lien as set forth in Section 12.2 hereof.

(e) Special Assessments. The Board of Directors shall have the power to assess an Owner's Lot individually (i) for the amount of any costs incurred by the Association pursuant to Subsection 7.2(a) hereof in performing Upkeep that the Owner failed to perform as required by that section, (ii) for the costs of improvements determined by the Board to be substantially for the benefit of that Owner pursuant to Section 7.4 hereof, (iii) for the amount of any charges imposed on that Owner pursuant to Subsection 12.1(g) hereof, and (iv) for any costs incurred by the Association because of any violation or negligence for which that Owner is responsible under Subsection 12.1(a) hereof. Each such assessment shall be due ten days after notice thereof is given to the Owner unless the notice specifies a later date.

(f) Emergency and Rescue Squad Fee. Each Lot other than a Civic Lot shall be assessed for a contribution to Loudoun County for distribution to the entities (operated under the Loudoun County Department of Fire-Rescue Emergency Services) providing fire and rescue services to the Property, and each Owner shall be required to pay, and the Association shall remit amounts collected from the Owners to Loudoun County, as follows:

(i) For improvements for which zoning permits have been issued or are issued hereafter but prior to January 1, 1996, such contribution shall be two cents ($0.02) for each square foot of non-residential floor area constructed on a Lot or thirty dollars ($30) for each residential unit constructed on a Lot. Each such contribution may be increased each fiscal year of the Association subsequent to 1987, if Loudoun County is required or authorized by applicable proffers to do so, by the percentage

increase in the U.S. Department of Labor Consumer Price Index - All Urban Consumers (1982-84=100) between the month in which the Original Declaration was recorded and the last month for which such figure is available at the time the budget is adopted.

(ii) For improvements for which zoning permits are issued on or after January 1, 1996, such contribution shall be five cents ($0.05) for each square foot of non-residential floor area constructed on a Lot or sixty dollars ($60) for each residential unit constructed on a Lot. Each such contribution shall be increased each fiscal year of the Association subsequent to 1996 by the percentage increase in the U.S. Department of Labor Consumer Price Index - All Urban Consumers (1982-84=100) between January 1, 1996 and the last month for which such figure is available at the time the budget is adopted.

The category of Lot on which such improvements are constructed shall be immaterial to the above contribution requirements, but rather the use as categorized by Loudoun County shall be determinative. Whenever in the Association Documents the U.S. Department of Labor Consumer Price Index - All Urban Consumers (1982-84=100) is used, if such index ceases to incorporate a significant number of items now incorporated therein, ceases to reflect the increases in the expenses of the Association, or if a substantial change is made in the method of establishing such index, then such other reliable governmental or other nonpartisan index designated by the Board of Directors may be used. These contribution requirements shall terminate at such time as the Fire-Rescue service serving the Property receives 75% or more of its annual operating budget from Loudoun County funding or, if earlier, in the event that the volunteer system ceases to primarily serve the Property.

(g) Optional Expenses. Upon request, the Association may provide certain services to Owners (including the Declarant) on a contractual basis pursuant to Section 7.8; provided, however, that the charge for such services shall be assessed against such Owner's Lots in accordance with the terms of the contract.

(h) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, contingencies and replacements. Such funds shall be a Common Expense of the Association and may be deposited with any financial institution, the accounts of which are insured by an 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. Reserves for items serving only certain Lots shall be accounted for and funded solely by the Owners served (as a Limited Common Expense). As to each separate reserve account:

(1) Extraordinary expenditures not originally included in the annual budget, which may become necessary during the year, shall be charged first against the appropriate

reserves. Except for expenses for normal Upkeep shown in the annual operating budget, all expenses for repair and replacement of physical assets maintained by the Association shall be charged first against the appropriate reserves. Unless otherwise determined by the Board of Directors, the amount held as reserves shall not substantially exceed the amount reasonably required to assure the Association's ability to replace components as they reach the end of their useful lives.

(2) If regular annual maintenance extends the useful life of components so that reserves are excessive, the reserves shall be adjusted by reallocation to other budget items or by distribution to each Owner (including the Declarant) in proportion to the percentage (if any) of assessments paid by such Owner.

(3) If the reserves are inadequate to meet actual expenditures for any reason (including non-payment of any Owner's assessment) then the Board of Directors shall, in accordance with Subsection 6.1(d) hereof, levy an additional assessment against the Lots; provided, however, that if the unoccupied Lots owned by the Declarant are exempt from assessments in accordance with Section 6.3 hereof, then during the period the Declarant owns Lots exempt from assessments, the Declarant shall pay any expenses that the Association is unable to meet from budgeted income or reserves, but the Declarant is not obligated to pay any expenses that the Association is unable to meet because of non-payment of any Owner's assessment.

(i) Surplus and Deficit.

(1) Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board of Directors, be placed in reserve accounts, be placed in a special account to be expended solely for the general welfare of the Owners, be credited to the next periodic installments due from Owners under the current fiscal year's budget, until exhausted, or distributed to each Owner (including the Declarant) in proportion to the percentage (if any) of assessments paid by such Owner.

(2) Unless the budget for the succeeding fiscal year is adjusted to amortize the deficit during such fiscal year, any net shortage in expenses (including reserves) shall be assessed promptly against the Owners as an additional assessment in accordance with Subsection 6.1(d) hereof; provided, however, that if unoccupied Lots owned by the Declarant are exempt from assessments in accordance with Section 6.3 hereof, then during the period the Declarant owns Lots exempt from assessment the Declarant shall make up any net shortage (expenses and reserves) in the Association's budgeted income over the Association's expenses but the Declarant is not obligated to pay any expenses that the Association is unable to meet because of non-payment of any Owner's assessment.

Section 6.3. Exemptions. Unimproved Lots owned by the Declarant for which no building permit has been issued shall be exempt from assessment and the lien created hereby. No otherwise assessable Lots that are owned by parties other than the Declarant shall be exempt from assessments, despite such Lots' being encumbered by Common Area. Neither the Declarant nor the Association shall be assessed for any Common Area easements. If the Declarant voluntarily permits the unimproved Lots that it owns to be subject to assessment for any period of time, notwithstanding that the Declarant has no obligation to do so, then (i) the Declarant's Lots shall not be treated as being exempt for any such period, and the Declarant accordingly shall have no obligation to fund any net shortages (as described in Section 6.2(i)(2)) applicable to such period, and (ii) the Declarant thereafter may reassert its right for such unimproved Lots to be exempt from assessment, and the Declarant for such periods of reasserted exemption from assessment shall be subject again to the obligation to fund net shortages as described in Section 6.2(i)(2).

Section 6.4. Liability for Common Expenses.

(a) Declarant and Owner Liability. The Declarant, for each Lot owned by the Declarant, hereby covenants and agrees, and each Owner of a Lot by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association all Common Expenses, including Limited Common Expenses, and other charges assessed by the Board of Directors pursuant to the provisions of this Declaration. Each Owner shall be personally liable for all assessments against such Owner's Lot. No Owner may be exempted from liability for the assessment for Common Expenses by reason of waiver of the use or enjoyment of any of the Common Area or by abandonment of the Lot. No Owner shall be liable for the payment of any part of the Common Expenses assessed against the Lot subsequent to the date of recordation of a conveyance by such Owner in fee of such Lot. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Lot shall be jointly and severally liable with the selling Owner for all unpaid assessments against the latter for the proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser may rely on a Statement of Common Expenses obtained pursuant to Section 6.6 herein.

(b) Mortgagee Liability. Each Mortgagee who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue prior to the time such Mortgagee or purchaser comes into possession thereof, except for claims for a pro rata share of such

assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots including the mortgaged Lot assessed after the Mortgagee or purchaser takes possession. The lien created by Section 12.2 hereof shall cease to exist with respect to assessments and charges levied prior to the time title is transferred by foreclosure or by deed or assignment in lieu thereof; provided, however, that if the proceeds of a foreclosure exceed the total amount due to the Mortgagee, the excess shall first be paid to the Association and applied to the satisfaction of the lien.

Section 6.5. Collection of Assessments. Any assessment, or installment thereof, not paid within ten days after the due date shall be delinquent and shall accrue a late charge in the amount of one-half of one percent of such assessment, or such greater percentage as may be established from time to time by the Board of Directors. The Board of Directors, or the managing agent at the request of the Board, shall take prompt action to collect any assessments for Common Expenses due from any Owner which remain unpaid for more than thirty days after the due date for payment thereof.

Section 6.6. Statement of Common Expenses. The Board of Directors or managing agent shall provide any member, Owner, contract purchaser or Mortgagee, within twenty days after a written request therefor, with a written statement of all unpaid assessments for Common Expenses due with respect to a specific Lot (or a statement that the amount of unpaid assessments is zero) as part of the "Certificate for Resale" attached as Exhibit A to the Bylaws or otherwise. No contract purchaser, Mortgagee or purchaser from a Mortgagee requesting such a statement shall be liable for, nor shall the Lot conveyed to such Person relying on such statement be subject to a lien for, any unpaid assessments due prior to the date of such statement in excess of the amount set forth on such statement; provided, however, that this section shall not be interpreted to release any Person from personal liability for such assessments levied while such Person owned the Lot. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

Section 6.7. Assessment from Residential Lot Owners. With respect to any annual or additional assessments provided for herein which are payable by Owners of Residential Lots (including condominium units that constitute Residential Lots) and any which are payable by Owners of Corporate Center Lots which in fact are residential condominium units, upon the request of a Subassociation governing any of such Lots the Board of Directors may elect by resolution, as to one, some or all of such assessments, as the Board may determine in its discretion, to collect such assessments directly from the Subassociation of the residential community or condominium located on the Property which also governs such Lots. In such event, payment of such assessments shall be an obligation of such Subassociation, but each Owner shall remain personally liable for the assessment

against such Owner's Lot and each such Lot shall remain subject to a lien for assessments; provided, however, that upon an Owner's payment of that portion of an Association assessment that is attributable to such Owner's Lot to the applicable Subassociation, such Lot, upon the Association's receipt of reasonable proof of such payment, shall not be subject to further lien or remedies for such assessment by the Association or the Subassociation. If the Board elects to collect assessments from such Subassociation, then all notices regarding assessments against such Lots shall be sent to such Subassociation, and notices of any intention to lien an Owner's Lot shall also be sent to the Owner of the Lot. This section shall not limit or waive any of the Association's remedies for non-payment of assessments.

ARTICLE 7

OPERATION OF THE PROPERTY

Section 7.1. Upkeep of Common Area.

(a) The Association shall be responsible for the management and Upkeep of all of the Common Area, including Limited Common Area and Reserved Common Area, the cost of which shall be assessed against all Lots as a Common Expense, or Limited Common Expense, as appropriate, except for improvements specially assessed in accordance with Sections 7.2 and 7.4 hereof. Notwithstanding the general provisions for maintenance of Common Areas set forth in this section, specific maintenance responsibilities and allocation of maintenance costs shall be determined by any provisions therefor indicated on either an amendment to the Declaration or the plat recorded with the amendment to the Declaration subjecting such Common Area to the Declaration.

(b) If the Board of Directors determines that certain Upkeep was necessitated by the negligence, misuse or neglect of an Owner or for which an Owner is responsible pursuant to Section 12.1 hereof, the cost of such Upkeep shall be assessed against such Owner's Lot pursuant to Subsection 12.1(a) hereof. Further, the Board may determine that all or a part of the Upkeep of any portion of the Common Area designated as Reserved Common Area shall be performed by the Person having the exclusive right to use the same.

(c) The Board of Directors shall establish the standard for Upkeep of the Common Area in its sole discretion; provided, however, that the standard for Upkeep shall, at a minimum, be sufficient to meet the requirements of applicable law and governmental regulations.

(d) The Board of Directors may also determine to provide for the Upkeep of the rights-of-way along dedicated streets and roadways and the dedicated public easements along

Goose Creek, adjacent to the north side of Route 7 and surrounding the historic canal lock sites to the extent not provided by Loudoun County, Virginia. Further, the Board of Directors shall maintain as Common Area the landscaping and irrigation system located on any Lot within any "Maintenance Easement Area" shown on a plat recorded as part of the Association Documents. The Association may provide maintenance for any areas, even if located within a public right-of-way, to the extent required and permitted by the applicable governmental authorities.

Section 7.2. Upkeep of Lots.

(a) Individual Upkeep. Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition, including without limitation all necessary grounds maintenance except as may be otherwise provided in an amendment to the Declaration adding Additional Real Estate. Each Owner shall perform this responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. If any Owner shall fail to keep such Owner's Lot in as good repair and condition as when acquired and in a neat and orderly condition, consistent with such Rules and Regulations as the Board of Directors may promulgate, then the Board may, pursuant to resolution, give notice to that Owner of the condition complained of, specifying generally the action to be taken to rectify that condition. If the Owner fails to rectify that condition within thirty days after the date the notice is given, or such shorter period as may be specified in the notice if the circumstances warrant a shorter period, the Board of Directors shall have the right, pursuant to Section 3.3 and Subsection 12.1(e) hereof and any resolutions adopted by the Board of Directors, to rectify that condition by taking such action (or by causing such action to be taken) as was specified in the notice. The costs incurred in rectifying that condition shall be assessed against such Owner's Lot in accordance with Section 12.1 hereof. If such Owner fails to reimburse the Association within thirty days after receipt of a statement for such expenses from the Board, then the indebtedness shall constitute a lien as provided for in Section 12.2 hereof. The Owner may contract with a third party, including the Association to the extent provided for in Section 7.8 hereof, to perform the Owner's responsibility for Upkeep under this section.

(b) Common Area in Subassociations and Condominium Common Elements. The Subassociation(s) of any planned community portion(s) of, or of any condominium(s) located within, the Property shall keep the common areas of the planned community or office park or the common elements of the condominiums, as applicable, in good order, condition and repair and in a clean and sanitary condition (in keeping with the general character of the Property) including without limitation all necessary grounds maintenance. The applicable Subassociations may contract with third parties, including the Association to the extent provided

in Section 7.8 hereof, to provide the necessary Upkeep and/or management services to perform its responsibilities under this section. If any such Subassociation shall fail to keep the portion of the Property for which such Subassociation has maintenance responsibility in as good repair and condition as when acquired (normal wear and tear excepted) and in a neat and orderly condition, consistent with such Rules and Regulations as the Board of Directors may promulgate, then the Board may, pursuant to resolution, give notice to that Subassociation of the condition complained of, specifying generally the action to be taken to rectify the condition. If the Subassociation fails to rectify that condition within thirty days after the date the notice is given, or such shorter period as may be specified in the notice if the circumstances warrant a shorter period, the Board of Directors shall have the right pursuant to Section 3.3 and Subsection 12.1(e) hereof and any resolutions adopted by the Board of Directors, to rectify the condition by taking such action (or by causing such action to be taken) as was specified in the notice. The costs incurred shall be charged against such Subassociation.

Section 7.3. Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality, but may be made with contemporary materials. The method of approving payment vouchers for all repairs and replacements made by the Association shall be determined by the Board of Directors.

Section 7.4. Additions, Alterations or Improvements by the Board of Directors.

(a) Action of the Board. Whenever in the judgment of the Board of Directors the Common Area shall require capital additions, alterations or improvements (other than for Upkeep) costing in excess of five percent in the aggregate of the total annual assessment for Common Expenses for that fiscal year during any period of twelve consecutive months, the making of such additions, alterations or improvements requires a Majority Vote of the members, and the Board of Directors shall assess all Owners benefitted for the cost thereof as a Common Expense or Limited Common Expense depending on the nature of the improvement. Any capital additions, alterations or improvements (other than for Upkeep) costing in the aggregate five percent or less of the total annual assessment for Common Expenses for that fiscal year or less during any period of twelve consecutive months may be made by the Board of Directors without approval of the members and the cost thereof shall constitute a Common Expense or a Limited Common Expense depending on the nature of the improvements. Notwithstanding the foregoing, if the Board of Directors determines that such capital additions, alterations or improvements are exclusively or substantially exclusively for the benefit of specific Owners, such Owners shall be assessed therefor in such proportion as they jointly approve or, if they

are unable to agree thereon, in such proportion as may be determined by the Board of Directors.

(b) Permits. Each Owner shall cooperate with the Association in obtaining any governmental approvals or permits as may be necessary for the Association to alter, improve, reconstruct or repair all or any portion of the Common Area which may be located on such Owner's Lot, either as approved above or as required for Upkeep. If requested by the Board of Directors, each Owner shall name or appoint the Association as agent for such Owner to apply for and secure such approvals or permits with respect to such Common Area in the Association's name.

(c) Liens. Within thirty days after the filing thereof, each Owner shall, either by payment of bond or otherwise, cause any mechanic's, materialmen's or other lien affecting any portion of the Common Area located within such Owner's Lot and arising by reason of any work or materials ordered by the Owner or any action taken by the Owner to be discharged of record.

Section 7.5. Additions, Alterations or Improvements by the Owners.

(a) Approval.

(1) Except as provided in Section 7.5(a)(2), no Owner shall make any addition, alteration or improvement in or to any Lot (other than for normal Upkeep or natural landscaping and not including areas within a Building Envelope visible from the exterior only because of the transparency of glass doors, walls or windows) which is visible from the exterior of the Lot, without the prior written consent of the Covenants Committee. No Owner shall paint, affix a sign not permitted by the Rules and Regulations to or alter the exterior of any improvement located upon such Owner's Lot, including the doors and windows, if such exterior is visible from another Lot or the Common Area, without the prior written consent of the Covenants Committee. Except when a request is being handled by the Covenants Committee, the Board of Directors shall be obligated to answer any written request by a Owner for approval of a proposed structural addition, alteration or improvement within fifteen days after the first Board of Directors meeting held following such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement; provided, however, that the Board of Directors has no right or power, either by action or failure to act, to waive enforcement or grant variances from written Design Guidelines without a specific finding that enforcement of such guidelines would impose an unfair burden on such member and stating the variance and the reasons therefor in a written instrument which shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, all development conforming to such variance or exception shall be

deemed to comply; provided, however, that such approval shall not relieve a Owner from any obligation to obtain any governmental permit which may be required. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires execution by the Association, and provided consent has been given by the Board of Directors or the Covenants Committee, as appropriate, then the application shall be executed on behalf of the Association by an Officer only, without incurring any liability on the part of the Board of Directors, the Association, the Board of Directors or the Covenants Committee or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any Person having a claim for personal injury or property damage arising therefrom.

(2) Notwithstanding anything contained herein, with respect to Lots (including condominium units) which are also subject to the jurisdiction of a Subassociation, such Subassociation shall establish design guidelines and rules and regulations which shall be in all respects consistent with this Declaration and the Design Guidelines in effect with respect to such Lots and shall be subject to the approval of the Covenants Committee, which Subassociation design guidelines and rules and regulations shall govern modifications, additions, alterations, improvements to and subdivision or resubdivision of Lots (including condominium units) governed by such Subassociation. In the event that the Board of Directors determines that a Subassociation has failed to adopt acceptable design guidelines or to enforce its design guidelines and/or rules and regulations in a manner consistent with the Association's Design Guidelines, the Board of Directors, after notice to the Subassociation and an opportunity for a hearing, may enforce the Association's Design Guidelines and Rules and Regulations against an individual Owner or condominium unit owner, as the case may be.

(3) Subject to the approval of any Mortgagee of the affected Lots, the Board of Directors, any Owner affected and the appropriate governmental entity, if required, any Lot may be subdivided or altered so as to relocate the boundaries between such Lot and any adjoining Lot; provided, however, that in the case of Lots comprised in whole or in part of condominium units or which are part of a planned community, any subdivision or relocation of unit boundaries or subdivision of or relocation of boundaries of Lots must be in compliance with the applicable Subassociation documents governing the condominium or the planned community as well, but shall not be subject to the approval of the Board of Directors of the Association. Except as provided above in this subsection (3), no Lot or condominium unit may be subdivided nor may any Lot's or condominium unit's boundaries be relocated except by the Declarant, nor shall any portion less than all of any Lot shall be conveyed or transferred by an Owner without the prior written approval of the Board of Directors. However, this section is not intended to require the approval of the Board of Directors or Covenants Committee to grant deeds of

correction, deeds to resolve boundary line disputes and similar corrective instruments or to grant any easement, right-of-way or license to any municipality, political subdivision, public utility or other public body or authority, or to the Association or the Declarant for any purpose.

(4) The provisions of this section shall not apply to Lots owned by the Declarant until the deeds of conveyance of such Lots to Persons other than the Declarant shall have been recorded. The Declarant shall have the right to make alterations or subdivisions without the consent of the Board of Directors or the Covenants Committee and an authorized Officer shall execute any such application required.

(5) The provisions of this section shall not apply to a Mortgagee in possession of a Lot as a result of foreclosure, judicial sale or proceeding in lieu of foreclosure affixing a sign or taking any other actions that may be necessary to sell or lease all or any portion of the Lot, if such actions are in accordance with applicable zoning and not detrimental to the value of the Property.

(b) Limitations. Except as provided in Section 7.5(a)(2), construction upon all Lots shall be subject to the following limitations:

(1) Unless a Person commences construction in accordance with plans and specifications approved by the Initial Construction Subcommittee of the Covenants Committee within twelve months after the date of approval, the approval shall lapse; such construction shall be substantially completed within twenty-four months after the date of commencement. Unless a Person commences construction in accordance with plans and specifications approved by the Modifications Subcommittee of the Covenants Committee within twelve months after the date of approval, the approval shall lapse; such construction shall be substantially completed within twelve months after the date of commencement. Notwithstanding the foregoing, the approval may provide for a longer period during which to commence or complete construction.

(2) Any Person obtaining approval of the Covenants Committee shall not deviate materially from the plans and specifications approved without the prior written consent of the Covenants Committee. An Owner shall notify the Covenants Committee when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the committee to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other Owner.

(c) Certificate of Compliance. Upon the completion of any construction or alterations in accordance with plans and specifications approved by the Covenants Committee, the Covenants

Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction or alteration referenced in such certificate has been approved by the committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Association Documents as may be applicable. The certificate shall not be used and may not be relied upon for any other purpose, and shall not constitute a representation either as to the accuracy or sufficiency of the plans and specifications reviewed by the committee or the quality or soundness of the construction, alterations or improvements. The committee may impose a reasonable charge to cover the costs of preparation and inspection.

Section 7.6. Parking and Transportation Services.

(a) Right to Use Parking Areas. Each of the parking spaces located on the Common Area (other than on Limited Common Area or Reserved Common Area) shall be available for the use of the Owners, such Owners' tenants and such Owners' (or tenants') households, guests, employees, customers, agents or invitees subject to Subsection 7.6(b) hereof and such reasonable Rules and Regulations regulating the same as the Board of Directors may adopt. The Association will not unreasonably interfere with the right of any Owner, or such Owner's tenant or such Owner's (or tenant's) household, guests, customers, employees, agents or invitees to use any Private Streets and Roadways for both vehicular and pedestrian ingress and egress to and from such Owner's Lot.

(b) Limitations. All parking spaces located in the Common Area (except for those portions designated as Limited Common Area) shall be used by the Owners for self-service parking purposes on a "first come, first served" basis, except as the Board of Directors may otherwise determine or as may be otherwise stated with respect to Additional Real Estate in an amendment to this Declaration adding such Additional Real Estate.

(c) Transportation Systems Management Plan. The Association shall adopt and administer a phased transportation systems management plan if and as required by the Development Plan approved by Loudoun County, Virginia. The Board of Directors may perform such acts as are reasonably necessary in the Board's discretion to administer such Plan, including without limitation hiring additional staff, appointing special committees, acquiring vans for vanpooling, requiring a flexible working hour schedule from all Owners, regulating parking on a Lot, and entering into agreements with other Subassociations, governmental agencies or similar entities; provided, however, that no such regulation shall reduce the number of parking spaces on a Lot as shown on the plans originally approved by the Covenants Committee. The cost of such administration and the cost of any performance by the Association under the transportation management plan shall be a Common Expense or a

Limited Common Expense, as may be determined by the Board of Directors.

Section 7.7. Disclaimer of Liability.

(a) Bailee. The Board of Directors, the Association, any member, any Owner and the Declarant shall not be considered a bailee of any personal property stored or placed on the Common Area (including property located in vehicles parked on the Common Area), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

(b) Operational. The Association shall not be liable for any failure of water supply or other services to be obtained or provided by the Association, or paid for as a Common Expense, or provided by any other Person, or for personal injury or property damage caused by the elements or by any Owner or any other Person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Property or from any pipe, drain, conduit, appliance or equipment, or any secondary or consequential damages of any type. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any portion of the Property. No diminution, offset or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Property by the Association or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any governmental authority. This section is not intended nor shall it be construed to relieve any insurer of its contractual obligations under any policy benefiting the Association, a member or an Owner.

Section 7.8. Services to Owners and Subassociations. The Association may, in the sole discretion of the Board of Directors, provide additional services to Owners (including the Declarant), and to any Subassociation located within the Property on a contractual basis at the request of such Persons. The charges for such services shall be assessed to the Lot of the Owner or charged to the Subassociation.

Services which may be provided to an Subassociation include, without limitation: (i) the Upkeep of any Lot owned by, or the common elements maintained by, the Subassociation; (ii) the enforcement of any declaration creating a condominium or governing the planned community; (iii) the collection of assessments under the declaration creating a condominium or governing a planned community on behalf of and in the name of the Subassociation; (iv) financial and physical property management services; and (v) obtaining insurance for such Subassociation.

ARTICLE 8

RESTRICTIONS ON USE OF LOTS AND COMMON AREA; RULES AND REGULATIONS

Section 8.1. Permitted Uses. Except to the extent permitted in an amendment to the Declaration adding Additional Real Estate with respect to such real estate, no Lot shall be used for any purpose other than as permitted in the Development Plan without the prior written approval of the Board of Directors. The Board's approval of other uses may be conditioned or withheld at the Board's discretion. Each Owner shall comply with applicable zoning requirements, as amended from time to time. The permitted uses may be further limited, expanded or otherwise modified with respect to Additional Real Estate by the amendment to the Declaration submitting such Additional Real Estate.

Notwithstanding the above limitations, the Declarant (and any other Persons designated by the Declarant from time to time in notices to the Association) may use any Lot or portion thereof of which the Declarant or such Persons are the Owner (or any other Lot with the permission of the Owner thereof) or any portion of the Common Area, as sales offices, rental offices, management offices and as model or display units.

Section 8.2. Restrictions. Except as otherwise approved by the Covenants Committee, each Lot and the Common Area shall be occupied and used as follows:

(a) Except as otherwise provided in the Association Documents, no Lot shall be used for other than the purposes for which such Lot is zoned and designed. Nothing in the Association Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Area for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the settlement of sales of Lots. Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Area, to the extent permitted by law. The Declarant may assign its rights under this subsection to or share such rights with one or more other Persons, exclusively, simultaneously or consecutively with respect to the Common Area and Lots owned or leased by the Declarant or such Persons.

(b) Nothing shall be done or kept on the Property which will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses without the prior written consent of the Board of Directors; including without limitation any activities which are unsafe or hazardous with respect to any person or property. No Owner shall permit

anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Area.

(c) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. Owner of Lots shall perform their obligations under the Development Plan, as applicable to their respective Lots. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner, the Association, the Declarant or any Subassociation, whichever shall have the obligation for the Upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be a Common Expense or Limited Common Expense, as appropriate.

(d) There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere, no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of any Person, nor of microwave and/or electromagnetic transmissions from any Lot(s) that affect any other Owner or occupant of any other Lot, or any equipment or machinery upon any Lot.

(e) No Person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any Person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property; but this provision shall not be construed as forbidding any work involved in the construction or Upkeep of any portion of the Property so long as such work is undertaken and carried out (i) with the minimum practical disturbance to Persons occupying other portions of the Property; (ii) in such a way as does not violate the rights of any Person under other provisions of this Declaration; and (iii) in accordance with all applicable restrictions in the Rules and Regulations, the resolutions of the Board of Directors and the other provisions of this Declaration.

(f) No Owner shall obstruct any of the Common Area or otherwise impede the rightful access of any other Person on any portion of the Property upon which such Person has the right to be. No Owner shall place or cause or permit anything to be placed on or in any of the Common Area without the approval of the Board. Nothing shall be altered or constructed in or removed

from the Common Area except with the prior written approval of the Board of Directors.

(g) The Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. Any improvements located on the Common Area shall be used only for their intended purposes. Except as otherwise expressly provided in the Association Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area (except those areas, if any, designated as Limited Common Area or Reserved Common Area by the Board of Directors) without the prior written approval of the Board of Directors and then only on a temporary basis. No Owner shall engage or direct any employee of the Association on any private business of the Owner or otherwise direct, supervise or in any manner attempt to assert control over such employee during the hours such employee is employed by the Association.

(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 except with the prior written approval of the Board of Directors.

(i) Except for such signs as may be posted by the Declarant for promotional or marketing purposes or the Association, no signs of any character shall be erected, posted or displayed in a location that is visible from the Common Area or any other Lot without the prior written approval of the Covenants Committee.

(j) Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers shall not be permitted to remain in public view from the Common Area or another Lot except on days of trash collection. No incinerator shall be kept or maintained upon any Lot without the prior written approval of the Covenants Committee.

(k) No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight lines for vehicular traffic on public streets. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes line, shed or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction activities. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Otherwise, the installation of such materials

within utility easements shall be encouraged. Except for hoses and the like which are reasonably necessary in connection with construction activities or normal landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

(l) Except in accordance with the Design Guidelines, no sound trees shall be removed from any Lot without the prior written approval of the Covenants Committee unless necessary to construct improvements based on plans previously approved by the Covenants Committee.

(m) Without the prior written approval of the Covenants Committee, no outside antenna shall be maintained upon the Property.

(n) Except for any fence installed by the Declarant or by the Association, no fence shall be installed except in conformance with standards established therefor and with the written approval of the Covenants Committee.

(o) Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if expressly permitted by the Board of Directors and only in such parking areas (if any) as may be designated for such purpose. However, grounds maintenance equipment may be stored and maintained on the Property with the prior written approval of the Covenants Committee. No junk or derelict vehicle or other vehicle on which current registration plates and current county and state inspection permits are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are not permitted on the Property without the prior written approval of the Covenants Committee.

(p) No Owner shall damage the portions of the Property adjacent to such Owner's Property during, and each Owner shall take all steps reasonably necessary to protect such adjacent portions of the Property from damage and from delay during the development or construction of such adjacent Property. Each Owner shall restore any off-site property disturbed by such Owner's development or construction activities to the condition existing prior to the undertaking of such work. Each Owner shall be responsible for the cleanliness of all construction vehicles leaving Owner's Property during said site's development and construction. In the event that any soil or debris is deposited on any portion of the Property not owned by such Owner in connection with an Owner's development or construction, particularly on any private or public roads, such Owner, at its sole cost and expense, shall be responsible for the removal of same and if such Owner fails to clean the streets or other Property, then the Declarant or the Association may perform such cleaning and charge the cost thereof to such Owner. Each Owner hereby indemnifies and holds the Declarant and its successors,

assigns and transferees, and the Association, harmless and shall defend the Declarant, its successors, assigns and transferees, and the Association, as applicable, from and against any and all lawsuits, liability, cost, damage, expense, claims and judgments incurred or suffered by them by reason of or in any way related to any development and/or construction activities that violate or breach any provision of the Association Documents or of any applicable Guidelines, including any attorney's fees incurred by the Declarant (its successors, assigns and transferees) and/or the Association. Any amount that an Owner is obliged to pay under this paragraph that is not reimbursed to the Declarant or the Association, as applicable, within five (5) days after the date of the demand shall accrue interest at the rate of eighteen percent (18%) per annum.

(q) Owners, other than the Declarant, shall not make any request or application to any governmental or quasi-governmental authority having jurisdiction over the Property or Owner's Lots, or over both, to change or alter the zoning or to seek other governmental or quasi-governmental approvals for the Property or any Additional Real Estate, including any changes to the Development Plan, that in any manner adversely affects or reasonably could be expected to affect adversely the zoning, densities or Development Plan for all or any portion of the Property, except with the consent of the Declarant or, after the Development Period, of the Association, to be granted or withheld in their respective sole discretion.

(r) During the Development Period, Owners covenant and agree that, if requested by the Declarant to do so, they shall not oppose, shall cooperate with and join in requests for rezonings, land use approvals, and other land use changes sought of or within the Property or the Additional Real Estate, provided only that such rezonings or other changes or approvals being sought could not reasonably be expected to materially adversely affect the Owner receiving such request(s) or its Lot(s).

(s) No Owner shall use the "Lansdowne" name or logo in any advertising of or for Lots or the Property in print, radio, television or other media, except pursuant to all of the following conditions: (i) the Declarant shall have approved in advance the typeface of the name "Lansdowne"; (ii) the Declarant shall have approved in advance the appearance of the logo; and (iii) the Declarant shall retain the right at all times to modify the appearance of the logo, except that any exercise of such right after an approval of the previous appearance of the logo must occur reasonably and with reasonable notice to the Owner of the requirement that the logo be changed. The Declarant also reserves the rights to prohibit and to enjoin any advertising whatsoever which the Declarant determines contains any false or misleading facts, information or representations with respect to the Property or any part thereof. Upon the expiration of the Development Period, the rights provided to the Declarant in this paragraph shall become vested in the Association.

Section 8.3. Rules and Regulations. The Board of Directors shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or of any portion thereof, which may supplement, but may not be inconsistent with the provisions of the Association Documents. The Board of Directors shall also review and approve the rules and regulations proposed by any Subassociation located on the Property; provided, however, that any rules and regulations submitted to the Board shall be deemed approved if not disapproved within ten days after the first meeting of the Board after such rules and regulations are submitted. The Property shall be occupied and used in compliance with the Rules and Regulations, as well as the rules and regulations established by any Subassociation. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each member. Changes to the Rules and Regulations shall be published prior to the time when the same shall become effective and copies thereof shall be provided to each member. The Rules and Regulations shall not unreasonably interfere with the use or enjoyment of the Lots or Common Area or the reasonable conduct of business on the Lots. Also, the Board of Directors may issue exceptions to any prohibitions expressed or implied by this Article, for good cause shown.

Section 8.4. Exclusion for the Declarant and Designees of the Declarant. Notwithstanding any other provision of the Association Documents, neither the restrictions in this Article nor the Rules and Regulations of the Association shall apply to any otherwise lawful acts or omissions of (i) the Declarant, or (ii) any Person designated by the Declarant from time to time in notices to the Association as being exempt (from all or only designated portions of such Rules and Regulations and the restrictions of this Article 8); provided, however, in any such event only for as long as the exempted party, whether the Declarant or a designee, is engaged in construction or sales, or activities related thereto, anywhere within the Property or on any Additional Real Estate.

ARTICLE 9

COVENANTS COMMITTEE

Section 9.1. Covenants Committee.

(a) Purpose. The Board of Directors shall establish a Covenants Committee, consisting of at least three members appointed by the Board, each to represent a separate Class and each to serve for a term of from one to three years as may be determined by the Board of Directors, in order to assure that the Property shall always be maintained in a manner: (i) providing for visual harmony and soundness of repair; (ii) avoiding activities deleterious to the aesthetic or property values of Property; and (iii) promoting the general welfare and safety of

the Owners, such Owners' tenants and such Owners' (or tenants') households, guests, employees, customers, agents and invitees. If the Board of Directors fails to appoint a Covenants Committee, then the Board of Directors shall perform the duties of the Covenants Committee. Notwithstanding the foregoing, the Declarant during the Development Period reserves the right to appoint any or all of the Covenants Committee members, who need not be representatives of any particular Class.

(b) Powers.

(1) The Covenants Committee shall regulate the external design, signage, appearance, use and maintenance of the Lots; provided, however, that the Covenants Committee shall not have the power to regulate the activities of the Association or the Declarant on the Common Area or any Lot owned by the Declarant. In addition, and notwithstanding anything contained herein, except for review and approval of the initial construction plans, with respect to Lots (including condominium units) which are also subject to the jurisdiction of a Subassociation, the Covenants Committee shall not have the power to regulate or exercise any approval rights over the activities of such Subassociation; provided, however, that such Subassociation shall enforce its design guidelines and/or rules and regulations in a manner consistent with the Association Documents. If the Board of Directors, after notice to the Subassociation and an opportunity for a hearing, determines that a Subassociation has failed to enforce its design guidelines and/or rules and regulations in a manner consistent with the Association Documents, the Board of directors may direct the Covenants Committee to enforce the Association's Design Guidelines and Rules and Regulations against an individual Owner(s) or condominium unit owner(s), as the case may be.

(2) The Covenants Committee may from time to time establish requirements regarding the form and content of plans and specifications to be submitted for approval. The Covenants Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses or consultations required in connection with improvements or changes proposed by an Owner. Such fees shall be assessed against the Owner; provided, however, that the Covenants Committee shall first notify the Owner of a good faith estimate or range of such potential costs, and the applicant Owner shall be entitled to withdraw the application in writing within ten (10) days of such notice without incurring responsibility for any such costs.

(3) The Covenants Committee shall have the power pursuant to Subsection 12.1(i) hereof (upon petition of any Owner or upon its own motion) to impose reasonable charges upon, and issue a cease and desist request to, an Owner, such Owner's tenant and such Owner's (or tenant's) household, guests, employees, customers, agents, and invitees whose actions are inconsistent with the provisions of the Association Documents.

(4) Subject to the review of the Board of Directors, the Covenants Committee shall from time to time pro-

vide interpretations of the Association Documents pursuant to the intents, provisions and qualifications thereof when requested to do so by an Owner, a member or the Board of Directors. The Committee may publish and record such interpretations in order to establish precedents for application of the Association Documents or the Design Guidelines or other matters relative to architectural control and protection of the aesthetic or property values of the Property. The Covenants Committee has proposed Design Guidelines which have been approved by the Board of Directors, which may be amended from time to time, and which are incorporated herein by this reference and shall be enforceable as though set forth herein in their entirety; provided, however, that no amendments or additions thereto, or exceptions or waivers therefrom, shall occur during the Development Period without the written approval of the Declarant. Furthermore, no Design Guidelines administered by the Initial Construction Subcommittee shall be enforced against an Owner which are more restrictive than those in effect when the Owner purchased the Lot. The Covenants Committee shall also review the architectural guidelines proposed by the board of directors, covenants committee or similar committee of any Subassociation operating within the Property and shall determine whether such guidelines are in keeping with the overall architectural character of the Property. Any such guidelines which are submitted to the Covenants Committee shall be deemed approved if not disapproved within forty-five days.

(5) A Majority Vote of the Covenants Committee shall be required in order to take any action except as otherwise provided in Subsection 12.1(i) hereof. The Covenants Committee shall keep written records of all its actions. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision. The Covenants Committee and the Board of Directors shall have no authority to regulate construction by the Declarant.

(c) Conduct of Business. The Covenants Committee shall not exercise its powers and authority to interfere with the reasonable conduct of business on the Property or the development of the Property in accordance with the Development Plan. Reasonable signs, modifications, alterations and changes of use which are consistent with Design Guidelines and needed for the proper conduct of business shall be permitted.

(d) Authority. The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in accordance with Subsections 12.1(i) and (j) hereof and in the manner provided for in the Rules and Regulations adopted by the Board of Directors or

by resolution of the Board of Directors. The Covenants Committee shall act on all matters properly before it within forty-five days; failure to do so within the stipulated time shall constitute an automatic referral to the Board of Directors.

(e) Specific Exclusions. Amendments to this Declaration adding Additional Real Estate may exclude certain types of improvements or alterations from Covenants Committee review to the extent such improvements or alterations are not visible from another Lot or any other portion of the Property. The Owner asserting an exemption under Section 7.9 or Section 8.5 shall file a plan showing or describing (as appropriate) the proposed addition, alteration, improvement, modification or change in use with the Covenants Committee at least ninety days before the earlier of filing a request for the change with Loudoun County (if required) or making the change. The purpose of filing the plan or description with the Covenants Committee is to notify the Association of the Owner's proposed exercise of an exemption; if the Owner and the Association disagree on the validity of the exemption, then the Owner and the Association will be left to their respective legal remedies.

Section 9.2. Subcommittees of the Covenants Committee. The Covenants Committee shall establish an Initial Construction Subcommittee, a Modifications Subcommittee and a Rules Enforcement Subcommittee to exercise the powers of the Covenants Committee. The Covenants Committee may in its discretion establish additional subcommittees to carry out its functions. Wherever in the Association Documents reference is made to the Covenants Committee, such reference shall mean the Covenants Committee itself or the appropriate subcommittee thereof.

(a) Initial Construction Subcommittee. The Initial Construction Subcommittee shall adopt Design Guidelines for the Property and review and approve or disapprove the plans for the initial construction of any structure to be located on the Property, including without limitation the site development plan, architectural design, architectural materials, landscaping plan, non-structural improvements and general appearance, in order to ensure the quality and compatibility of style of all the improvements to be located on the Property.

(b) Modifications Subcommittee. The Modifications Subcommittee shall review and approve or disapprove in accordance with the applicable Design Guidelines the plans for any visible additions, alterations or modifications to the exterior of existing improvements located on the Property, including without limitation substantial and material changes to the site development plan, in order to ensure the quality and compatibility of the style of all the improvements on the Property.

(c) Rules Enforcement Subcommittee. The Rules Enforcement Subcommittee shall review possible violations of the Rules and Regulations, recommend appropriate enforcement action and act as the judicial arm of the Covenants Committee as set forth in Subsection 12.1(i) hereof.

(d) Subcommittee Powers. Any subcommittee shall have the right to inspect construction periodically. Any deviation from the approved drawings and specifications which materially changes the exterior appearance or location of the improvement is a violation of the Association Documents. If a subcommittee does not respond within the requisite time periods, the application or drawings and specifications shall be deemed approved. Each subcommittee shall adopt its own requirements, procedures and time periods for action and incorporate the same in the Design Guidelines. This section shall in no way affect any requirement for inspection or approval by any governmental entity.

Section 9.3. Compensation of the Covenants Committee. One or more members of the Covenants Committee may be compensated for their services on the Covenants Committee as may be determined by the Board of Directors.

ARTICLE 10

INSURANCE

Section 10.1. Authority to Purchase; Notice.

(a) The Board of Directors shall have the power on behalf of the Association to (1) purchase insurance policies relating to the Common Area, (2) adjust all claims arising under such policies and (3) execute and deliver releases upon payment of claims. The cost of all insurance policies purchased by the Board relating to the Common Area shall be a Common Expense or Limited Common Expense, as appropriate. The Board of Directors, the managing agent and the Declarant shall not be liable for failure to obtain any coverages required by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at an unreasonable cost. Exclusive authority to negotiate losses under such policies shall be vested in the Board of Directors or with its authorized representative. The Board of Directors shall promptly notify the members of material adverse changes in, or termination of, insurance coverages obtained on behalf of the Association.

(b) Each such policy shall provide that:

(1) The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the managing agent, any member or the Owners and their respective households, guests, employees, customers, tenants, agents and invitees;

(2) Such policy shall not be canceled, invalidated or suspended due to the conduct of any member or any Owner, or such Owner's tenant or such Owner's (or tenant's) household, guests, employees, customers, agents and invitees, or of any member, Officer or employee of the Board of Directors or the managing agent without a prior demand in writing that the Board

or the managing agent cure the defect and neither shall have so cured such defect within sixty days after such demand; and

(3) Such policy may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty days prior written notice to the Board of Directors, the managing agent.

(c) All policies of insurance shall be written by reputable companies licensed or qualified to do business in Virginia.

(d) The deductible (if any) on any insurance policy purchased by the Board of Directors shall be a Common Expense (or a Limited Common Expense, as appropriate); provided, however, that the Association may, pursuant to Subsection 12.1(a) hereof, assess any deductible amount necessitated by the act, misuse or neglect of an Owner, or such Owner's tenant or such Owner's (or tenant's) household, guests, employees, customers, agents or invitees against such Owner.

(e) The Declarant, so long as the Declarant shall own any Lot, shall be protected by all such policies as an Owner.

Section 10.2. Physical Damage Insurance.

(a) The Board of Directors shall obtain and maintain a blanket, "all-risk" form policy of fire insurance with extended coverage, vandalism, malicious mischief, sprinkler leakage (if applicable), cost of demolition, debris removal, and water damage endorsements, insuring any improvements located on the Common Area and covering the interests of the Association, in an amount equal to one hundred percent of the then current replacement cost of any improvements located on the Common Area (exclusive of the land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the Board with the assistance of the insurance company affording such coverage). The Board of Directors shall also obtain and maintain appropriate coverage on all personal property and real estate other than the Common Area owned by the Association.

(b) Each such policy shall also provide:

(1) a waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made not to do so;

(2) the following endorsements (or equivalent): A) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or Owner or their agents or any member when such act or neglect is not within the control of the insured or the Owners collectively, nor by any failure of the insured, any members or the Owners collectively, to comply with any warranty or condition with regard to any portion of the Property over which the insured, the members or the Owners collectively, have no control; B) "cost of

demolition"; C) "contingent liability from operation of building laws or codes"; D) "increased cost of construction"; E) "replacement cost"; and F) "agreed amount" or elimination of co-insurance clause;

(3) that any "no other insurance" clause expressly exclude individual members' and Owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual members' or Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their Mortgagees, unless otherwise required by law; and

(4) such deductibles as to loss, but not co-insurance features, as the Board of Directors in its sole discretion deems prudent and economical.

(c) Certificates of physical damage insurance signed by an agent of the insurer, all renewals thereof, and any sub-policies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any Mortgagee requesting the same, at least ten days prior to expiration of the then current policy. All Mortgagees shall be notified promptly of any event giving rise to a claim under such policy arising from damage to improvements located on the Common Area in excess of ten percent of the then current replacement cost of such improvements.

Section 10.3. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability, broad form endorsement (including libel, slander, false arrest and invasion of privacy coverage) and property damage liability insurance in such limits as the Board may from time to time determine, insuring the Association, each director, the managing agent and the employees of the Association against any liability to the public or to any member or any Owner or such Owner's tenant and such Owner's (or tenant's) household, guests, employees, customers, agents and invitees arising out of, or incident to the ownership or care, custody, control and use of the Common Area or legal liability arising out of employment contracts of the Association. Such insurance shall be issued on a comprehensive liability basis and shall contain: (1) a cross-liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another named insured; (2) hired and non-owned vehicle coverage; (3) host liquor liability coverage with respect to events sponsored by the Association; (4) deletion of the normal products exclusion with respect to events sponsored by the Association; and (5) a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to an Owner because of negligent acts of the Association or of another Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars covering all claims for bodily injury or

property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained in an amount not less than three million dollars.

Section 10.4. Other Insurance. The Board of Directors shall obtain and maintain:

(a) adequate fidelity coverage to protect against dishonest acts on the part of directors, Officers, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association, including the managing agent. If the Association has delegated some or all of the responsibility for handling funds to a managing agent, such managing agent shall be covered by its own fidelity bond. Such fidelity bonds (except for fidelity bonds obtained by the managing agent for its own personnel) shall: (i) name the Association as an obligee, and (ii) contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of "employee" or similar expression;

(b) if required by a majority of the Mortgagees or governmental regulations, flood insurance in accordance with the then applicable regulations for such coverage;

(c) workers' compensation insurance if and to the extent necessary to meet the requirements of law (including a voluntary employees endorsement and an "all states" endorsement);

(d) directors and officers liability insurance in an amount not less than one million dollars; and

(e) such other insurance: (i) as the Board of Directors may determine; (ii) as may be required with respect to the Additional Real Estate by any amendment to this Declaration adding such Additional Real Estate; or (iii) as may be requested from time to time by a Majority Vote of the members.

Section 10.5. Separate Insurance on Lots.

(a) Each Owner shall have the right to obtain insurance for such Owner's benefit, at such Owner's expense, covering the improvements located on the Lot owned or maintained by such Owner. No Owner shall acquire or maintain insurance coverage on the Common Area insured by the Association (other than insurance that is included in the Owner's insurance upon its Lot(s)) so as: (i) to decrease the amount which the Board of Directors may realize under any insurance policy maintained by the Board; (ii) to cause any insurance coverage maintained by the Board to be brought into contribution with insurance coverage obtained by an Owner; or (iii) in violation of any condominium instruments or declaration of covenants encumbering such Owner's Lot.

(b) Members and Owners may be required to obtain certain insurance coverages with respect to Additional Real

Estate in amendments to this Declaration adding such Additional Real Estate.

ARTICLE 11

RECONSTRUCTION AND REPAIR

Section 11.1. When Reconstruction or Repair of Common Area Required.

(a) Common Area. Except as otherwise provided in this Article 11, if all or any part of any improvement located in any Common Area is damaged or destroyed by fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration thereof. If the Board determines that the damage is insubstantial, the Board may elect not to repair such insubstantial damage. Otherwise, any decision not to repair or restore improvements in the Common Areas shall be made in accordance with Article 15. If damaged improvements are not repaired, the Board nonetheless shall ensure that the site is restored to as safe and acceptable a condition as its condition prior to the damage, and the balance of any insurance proceeds received on account of such damage shall be placed in the appropriate reserve account. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of improvements located on any Common Area for purposes other than the repair, replacement or reconstruction of such improvements except as permitted by this Section and Article 15.

(b) Lots. If a Building Envelope or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such Building Envelope or other major improvement or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Covenants Committee permits a longer time period, such work must be commenced within six months after the casualty and substantially completed within twelve months after the casualty.

Section 11.2. [Deleted.]

Section 11.3. Disbursement of Construction Funds for Common Area.

(a) Construction Fund and Disbursement. The proceeds of insurance collected by the Association on account of a casualty (if being applied to repair or restoration as otherwise provided in this Declaration), and the sums received from the collection of assessments against Owners pursuant to Subsection 11.3(b) hereof, or any Owner pursuant to Subsection 12.1(a) hereof, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner.

(1) If the estimated cost of reconstruction and repair is less than five percent of the total annual assessment for Common Expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors.

(2) If the estimated cost of reconstruction and repair is five percent or more of the total annual assessment for Common Expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Virginia and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other Persons who have rendered services or furnished materials in connection with the work stating that: (i) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(b) Shortfalls. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds or shall be deemed a Common Expense or Limited Common Expense, as appropriate, and an assessment therefor shall be levied subject to Section 6.2 hereof.

(c) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds. If, after payment of the costs of all reconstruction and repair, and the refund of any excess payments made by Owners pursuant to Subsection 11.3(b) hereof in proportion to their contributions or the refund of excess payments by any Owner pursuant to Subsection 12.1(a) hereof, there remains any surplus fund, such fund shall be paid to the Association and shall be placed in the appropriate reserve account.

Section 11.4. [Deleted.]

ARTICLE 12

COMPLIANCE AND DEFAULT

Section 12.1. Relief. Each Owner and each Subassociation located within the Property shall be governed by, and shall comply with, all of the applicable terms of the Association

Documents as they may be amended from time to time. For the purpose of determining an Owner's liability for the violation of any provision of the Association Documents or for an act or omission of such Owner, each Owner is responsible, regardless of negligence or culpability, for such Owner's own acts or omissions, the acts or omissions of such Owner's tenants, and the acts or omissions of such Owner's (or tenant's) household, guests, employees, customers, agents or invitees. A default by an Owner or Subassociation located within the Project shall entitle the Association, acting through its Board of Directors or through the managing agent, and other Owners (including the Declarant) to the following relief, as well as to any other relief available at law or in equity.

(a) Additional Liability.

(1) Each Owner or each Subassociation within the Project shall be liable to the Association or to any affected Owner for the expense of all Upkeep rendered necessary by such Owner's act or omission or the act or omission of such Subassociation, regardless of negligence or culpability, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Association Documents by any Owner may be assessed against such Owner's Lot.

(2) If a new Owner does not give the Secretary written notice stating the name and address of the new Owner and the number or address of the Lot within thirty days after acquiring title to such Lot, pursuant to Section 1.3 hereof, then reasonable recordkeeping costs incurred by the Association, as determined by the Board of Directors, may be assessed against such Owner. The Board may set or change the amount of such assessment from time to time. Such assessment shall be a lien against such Owner's Lot as provided in Section 12.2 hereof.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by an Owner or a Subassociation located within the Property, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Board of Directors or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Association Documents shall not constitute a waiver of the right of the Association, the Board or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision,

covenant or condition of the Association Documents, the Act, or otherwise available at law or in equity, shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Association Documents, the Act or at law or in equity.

(d) Interest. In the event of a default by any Owner in paying any sum assessed against such Owner's Lot, or by any Subassociation in paying any amount to be collected from such Subassociation, which continues for a period in excess of ten days, interest from the due date at a rate not to exceed the lesser of the maximum permissible interest rate which may be charged by a Mortgagee under a Mortgage at such time or eighteen percent per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid; provided, however, that if the Board of Directors does not impose interest, the Board shall set forth its reasons for not charging such interest in a written record of its decision.

(e) Abating and Enjoining Violations. The violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any other provision of the Association Documents shall give the Board of Directors the right, in addition to any other rights set forth in the Association Documents: (1) to enter the portion of the Property on which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Association Documents, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; (2) to use self-help to remove or cure any violation of the Association Documents on the Property (including without limitation the towing of vehicles); or (3) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted.

(f) Legal Proceedings. Failure to comply with any of the terms of the Association Documents shall be grounds for relief, including without limitation an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the Association Documents and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the managing agent or, if appropriate, by any aggrieved Owner and shall not constitute an election of remedies.

(g) Enforcement Against Subassociation, including Owner of Senior Lot. If a Subassociation fails to pay any assessment or charge due from such Subassociation within twenty days after due, then the Association may attach any assessments

or charges due from the Owners or condominium unit owners, as applicable, to such Subassociation and notify such Owners or condominium unit owners, as applicable, that all assessments or other charges shall be paid directly to the Association until such Owners or condominium unit owners, as applicable, are notified otherwise; provided, however, that the Association may exercise such right of attachment only until the Association has collected all amounts owing to it for which the attachment shall have been imposed. The Association may then retain such portion of the sums collected to satisfy the amount due from the Subassociation and shall remit any sums collected in excess of assessments or charges due to such Subassociation. In addition, with respect to a Subassociation that is an Owner of a Senior Lot, the Association may attach such Owner's assets or income, including but not limited to the assessment income due from the owners of condominium units within such Senior Lot, until the Association has collected all amounts owing to it.

(h) Other Remedies. The Board of Directors may suspend an Owner's voting rights pursuant to Subsection 3.2(d) of the Bylaws. The Board may also suspend the right of an Owner or other resident, and the right of such Person's household, guests, employees, customers, tenants, agents and invitees, to use the Common Area for a reasonable period not to exceed sixty days for any violation of any provision of any of the Association Documents or for any period during which any assessment against an Owner's Lot remains unpaid; provided, however, that the Association shall not suspend the right to use any Private Streets and Roadways for both vehicular and pedestrian ingress and egress to and from such Owner's Lot and for parking or to use the Common Area for necessary, ordinary and reasonable pedestrian ingress and egress to and from such Owner's Lot, or to suspend any easement over the Common Area for storm water drainage, electricity, water, sanitary sewer, natural gas, television reception, telephone service or similar utilities and services to the Lots.

(i) Charges and Suspension of Rights. The Board of Directors, or the Covenants Committee created by the Board of Directors for this purpose, shall constitute a subcommittee having the power to impose charges and suspend the right to vote in the Association (pursuant to Subsection 3.2(d) of the Bylaws and Subsection 12.1(h) hereof) in the case of an Owner or Subassociation located within the Property found by the subcommittee to be responsible for a violation of the Association Documents (personally or under the provisions of the Association Documents). No such penalty shall be imposed until the Owner charged with such a violation has been given notice and an opportunity for a hearing as set forth in Subsection 12.1(j) hereof and, with respect to Lots subject to the POA Act, as required by Section 55-513 of the POA Act, as amended. The subcommittee may deliberate privately, but shall either announce its decision in the presence of the respondent or give the respondent notice thereof. A decision adverse to the respondent shall require a two-thirds majority vote of the whole membership of the subcommittee. Charges may not exceed the limits set forth in the Original Declaration, unless further limited by Section 55-513 of the POA Act. No charge may be imposed for failure to

pay an assessment except as otherwise provided in the Declaration. Charges are special assessments and shall be collectible as such and shall also constitute a lien against an Owner's Lot in accordance with Section 12.2 hereof to the extent permissible under Virginia law.

(j) Due Process. The Board of Directors or the Covenants Committee, before imposing any charge or before taking any action affecting one or more specific Owners or Subassociation, shall afford such Owners or Subassociation, the following basic due process rights.

(1) Notice. An Owner or Subassociation shall be afforded prior written notice of any action (except when an emergency requires immediate action) and, if notice is of default or violation, an opportunity to cure which is reasonable under the circumstances, prior to the imposition of any sanction.

(2) Hearing. If an Owner or Subassociation requests in writing a hearing before any charge is imposed or action taken, then the imposition of the charge or the taking of the action shall be suspended until the Owner or Subassociation has an opportunity to be heard at a hearing at which the Board of Directors or Covenants Committee, as appropriate, discusses such charge or action. Each Person so appearing shall have the right to be represented by such Person's counsel, at such Person's own expense.

(3) Appeal. Upon receipt of a written request therefor made within ten days after the date of an action by the Covenants Committee, the Board of Directors may afford an Owner or Subassociation deemed by the Board to have standing as an aggrieved party the right to appeal to the Board, and the Board may modify or reverse any action taken by the Covenants Committee.

(4) Fairness. The Board of Directors and the Covenants Committee shall treat all Owners and members equitably, based upon decision-making procedures, standards and guidelines which shall be applied to all members and Owners consistently.

Section 12.2. Lien for Assessments.

(a) Lien. In addition to the lien rights under the POA Act, the total annual assessment of each Owner for Common Expenses, including Limited Common Expenses, any additional assessment, any special assessment or any other sum duly levied (including without limitation charges, interest, late charges, etc.), made pursuant to the Association Documents, is hereby declared to be a lien levied against any Lot owned by any Owner. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, whether due to the Association directly or through collection by a Subassociation, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. With respect to annual assessments,

the lien is effective on the first day of each fiscal year of the Association and, as to additional assessments, special assessments and other sums duly levied, on the first day of the next payment period which begins more than ten days after the date of notice to the Owner of such additional assessment, special assessment or levy. The Board of Directors or the managing agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien. The lien created by this section shall be prior to all liens and encumbrances hereafter recorded except Mortgages securing Mortgagees, real estate taxes and other charges levied by governmental authority and made superior by law. The personal obligation of the Owner to pay such assessment shall, in addition, remain such Owner's personal obligation and a suit to recover a money judgment for non-payment of any assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure the same.

(b) Acceleration. In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessment may be accelerated, at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner.

(c) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of Virginia for foreclosure of mortgages or deeds of trust containing a power of sale or by an action in the name of the Board of Directors, or the managing agent, acting on behalf of the Association. During the pendency of any such action to enforce the Association lien, the Owner shall be required to pay a reasonable rental for the Lot for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of Virginia. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Lot.

(d) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 12.3. Subordination and Mortgagee Protection. Notwithstanding any other provision hereof to the contrary, the lien of any assessment levied pursuant to the Association Documents upon any Lot (and any charges, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith

for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Mortgagee or the purchaser of the Lot at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE 13

MORTGAGES

Section 13.1. Notice to Board of Directors. Upon request, an Owner who mortgages such Owner's Lot shall notify the Board of Directors of the name and address of the Mortgagee. No Mortgagee shall be entitled to any Mortgagee rights under the Association Documents unless such Mortgagee has notified the Board of its address as required by Section 13.2 below and has requested all rights under the Association Documents.

Section 13.2. Notices to Mortgagees. Any Mortgagee who desires notice from the Association shall notify the Secretary of the Association to that effect by certified or registered United States Mail. Any such notice shall contain the name and post office address of such Mortgagee and the name of the person to whom notices from the Association should be directed. The Board of Directors shall notify Mortgagees of the following:

(1) Any default of an Owner of a Lot, upon which the Mortgagee has a Mortgage, in paying assessments for Common Expenses (which remains uncured for sixty days) or any other default, simultaneously with the notice sent to the defaulting Owner;

(2) Any casualty, if required by Subsection 10.2(c) hereof;

(3) All actions taken by the Association with respect to reconstruction of the Common Area or a Lot upon which the Mortgagee has a Mortgage;

(4) Any lapse in an insurance policy held by the Association on the Common Area;

(5) Any taking in condemnation or by eminent domain of the Common Area and the actions of the Association pursuant to Article 14 hereof;

(6) Any proposal to terminate the Declaration, at least sixty days before any action is taken to terminate in accordance with Section 16.2 hereof; and

(7) Any proposal to amend materially the Articles of Incorporation, this Declaration or the Bylaws, at least seven days before any action is taken.

Section 13.3. Other Rights of Mortgagees. All Mortgagees or their representatives shall have the right to receive notice of and to attend and to speak at meetings of the Association. All such Mortgagees shall have the right to examine the Association Documents and books and records of the Association and to require the submission of annual financial reports and other budgetary information. Any Mortgagee who makes a request shall be entitled to an audited financial statement for the preceding fiscal year of the Association prepared at the Association's expense and provided within a reasonable time.

ARTICLE 14

CONDEMNATION

Section 14.1. Definition. For the purposes of this Article, "Taking" means an acquisition of all or any part of the Common Area or of any interest therein or right accruing thereto as a result of, in lieu of or in anticipation of the exercise of the right of condemnation or eminent domain, or a change of grade caused by action of a governmental entity affecting the value of any portion of the Common Area so severely as to amount to condemnation.

Section 14.2. Taking of Common Area. If there is a Taking of any part of the Common Area, then the Association shall notify the members and Owners, but the Board of Directors shall act on behalf of the Association in connection therewith and no Owner, except any Owner(s) whose Lot(s) are the subject of the Taking, shall have any right to participate in the proceedings incident thereto. The portion of any award made for such Taking that pertains solely to the Common Area taken shall be payable to the Association, to be disbursed as provided in the provisions of Article 11 hereof regarding the disbursement of funds following damage or destruction. All other portions of any such award shall be payable to the Owner(s) whose Lot(s) were affected. If the Taking involves a portion of the Common Area on which improvements have been constructed by or for the Association, then the Association shall restore or replace such improvements so taken on another portion of the Common Area, to the extent land is available therefor, in accordance with plans approved by the Board of Directors, unless within sixty days after such Taking the Declarant (during the Development Period) or the members by a Two-thirds Vote (after the Development Period) shall otherwise agree.

ARTICLE 15

AMENDMENT; EXTRAORDINARY ACTIONS

Section 15.1. Amendment by the Declarant. During the Development Period, the Declarant may unilaterally amend any provision of this Declaration to: (1) make non-material changes; (2) satisfy the requirements of any government, governmental agency or Mortgagee; (3) depict the assignment of Limited Common Area as required by Subsection 3.9(b) hereof; (4) amend Exhibit A and Exhibit B hereto (pursuant to Subsection 4.1(b) hereof); and (5) add all or any portion of the Additional Real Estate in accordance with Sections 4.1 and/or 4.3 hereof. With respect to the rights of the Declarant under clause "2" above, and notwithstanding any other provision in the Association Documents to the contrary, the Declarant reserves the right to amend the Declaration and other Association Documents during the Development Period without the consent of the Association, any Mortgagee, any Owner or any other Person claiming an interest in the Association, the Property, or any portion thereof, if the amendment is requested by, or otherwise is necessary to bring the Association Documents into compliance with any rule, order, regulation or requirement of, the Department of Veterans Affairs, the Federal Housing Administration, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") (and any successor(s) to the foregoing entities), Loudoun County or the Commonwealth of Virginia.

Section 15.2. Amendment by the Association.

(a) Subject to Section 15.4 hereof, the Association may amend this Declaration by at least a Two-thirds Vote of the members or with the written consent of members entitled to cast two-thirds of the total number of votes.

(b) An amendment shall not be effective until certified by the President as to compliance with the procedures set forth herein, executed and acknowledged by the President and Secretary of the Association, and recorded among the Land Records. Any procedural challenge to an amendment must be made within one year after recordation.

Section 15.3. Prerequisites. Written notice of any proposed amendment shall be sent to every Owner at least thirty days before any action is taken. No amendment shall be made to the Declaration during the Development Period without the prior written consent of the Declarant. No amendment shall increase the financial obligations of an Owner in a discriminatory manner, or further restrict development permitted on a specific Lot, without the written approval of such Owner, in the Owner's sole discretion. No amendment to the Declaration shall diminish or impair the rights of the Declarant under the Declaration without the prior written consent of the Declarant. No amendment to the Declaration shall diminish or impair the express rights of the Mortgagees under the Declaration without the prior written approval of at least Fifty-one Percent of the Mortgagees. No

amendment may modify this Article or the rights of any Person hereunder, except as provided in Section 15.4. Except as specifically provided in the Declaration, no provision of the Declaration shall be construed to grant to any Owner or to any other Person any priority over any rights of Mortgagees.

Section 15.4. Extraordinary Actions of the Association.

(a) Unless the members by at least a Two-thirds Vote have given their prior approval or unless members entitled to cast at least two-thirds of the total number of votes have given their prior written approval, and the Declarant and a Two-thirds Vote of the Board of Directors have approved, the Association shall not, by act or omission: (i) seek to abandon, encumber, sell or transfer the Common Area (except for granting easements for utilities or other public purposes to benefit the Property or adjoining real estate consistent with the intended use of such Common Area); (ii) change the method of determining the obligations, assessments or other charges which may be levied against an Owner or the voting rights of any members; provided, however, that such provisions shall not be changed with respect to any class of members representing a specific type of Lot without the affirmative vote of the majority of the members of such class of members; (iii) abandon architectural control or requirements for Upkeep of the Property; (iv) terminate the Declaration or dissolve the Association; or (v) except as otherwise expressly provided in the Association Documents, add or amend any material provisions of the Association Documents (except that any changes in the Design Guidelines may occur as otherwise provided or permitted in this Declaration) which establish, provide for, govern or regulate any of the following: (1) voting procedures, (2) assessment liens or subordination of such liens; (3) reserves for maintenance, repair and reconstruction of any Common Area; (4) insurance or fidelity bonds; (5) rights to use of any Common Area; (6) maintenance responsibility; (7) boundaries of any Lot; (8) leasing of Lots; (9) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey such Owner's Lot; (10) expansion or contraction of the Property or the addition, annexation or withdrawal of real estate to or from the Property; or (11) the convertibility of Lots into Common Area or vice versa.

(b) The Board of Directors may, on behalf of the Association, by a Two-thirds Vote, and with the approval of the Declarant, and without need of any vote or consent from the members of the Association: (i) fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount at least 100 percent of the insurable value (based on current replacement cost), in accordance with Section 10.2 hereof; or (ii) use hazard insurance proceeds for losses to the Common Area for a purpose other than repair, replacement or restoration of such Common Area substantially in accordance with the Association Documents and the original plans and specifications.

(c) Any amendment to the Association Documents shall not be considered material if only for the purpose of correcting techni-

cal errors or for clarification. The provisions of this Section 15.4 shall not be construed to reduce the vote that must be obtained from members where a larger vote is required by the Act or other provisions of the Association Documents.

Section 15.5. Applicability of Future Statutory Law Governing Property Owners Associations. To the extent permitted by law, the Association may elect by a Majority Vote of the members, or by a Two-thirds Vote of the Board of Directors, to become subject to all or any portion of any future statute pertaining to property owners associations or planned developments. Such election shall be evidenced by an instrument recorded among the Land Records and certified by the President as to compliance with this section and executed and acknowledged by the President and Secretary of the Association.

Section 15.6. Exclusions from Applicability. No amendment to the Association Documents may remove, modify or limit an exemption or exclusion from applicability of the Association Documents granted to (i) a Lot or Owner, without the prior written consent of the Owner benefitted by the exemption or exclusion, or (ii) a class of member, without the affirmative vote of a majority of the members of such class.

ARTICLE 16

TERMINATION

Section 16.1. Termination by the Association. Subject to Section 15.4 hereof, the Association may terminate this Declaration only by a Two-thirds Vote of the members of the Association. The termination shall not be effective until certified by the President as to compliance with the procedures set forth herein, executed and acknowledged by the President and Secretary of the Association and recorded among the Land Records.

Section 16.2. Prerequisites. Written notice of the proposed termination shall be sent to every member, Owner and Mortgagee at least sixty days before any action is taken. The Declaration may not be terminated during the Development Period without the prior written consent of the Declarant. Such termination shall not affect any permanent easements or other permanent rights or interests relating to the Common Area created by or pursuant to the Association Documents. To the extent necessary, the termination agreement shall provide for the transfer or assignment of the easements, rights or interests granted to the Association herein to a successor entity which is assuming the Association's maintenance and regulatory responsibilities. Any lien which has arisen pursuant to the provisions of the Declaration shall remain in full force and effect despite termination of the Declaration until the amounts secured thereby are paid in full. Upon termination of the Declaration and the dissolution of the Association, the Association shall dispose of or distribute the assets of the Association as directed by a Two-thirds Vote of the members in accordance with Section 13.1-902 of the Act.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

LANSDOWNE CONSERVANCY
a Virginia corporation

By: _____
Authorized Officer

XEROX REALTY CORP.
a Delaware corporation

By: _____
Authorized Officer

State OF Virginia)
) SS:
County OF Loudoun)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that A. ROY WINDHAM, President of LANSDOWNE CONSERVANCY, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on August 5, 1998.

_____ [SEAL]
Notary Public

My commission expires: August 31, 2001

State OF Virginia)
) SS:
County OF Loudoun)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that DAVID R. McLELLAN, President of XEROX REALTY CORP., whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on August 5, 1998.

_____ [SEAL]
Notary Public

My commission expires: August 31, 2001

SECOND AMENDED AND RESTATED DECLARATION FOR LANSDOWNE

EXHIBIT A

SUBMITTED REAL ESTATE

All of the existing Exhibits to the Declaration for Lansdowne remain unchanged and in full force and effect as recorded with the Declaration for Lansdowne in Deed Book 970 at page 1260 among the land records of Loudoun County, Virginia, as amended from time to time.

SECOND AMENDED AND RESTATED DECLARATION FOR LANSDOWNE

EXHIBIT B

ADDITIONAL REAL ESTATE

All of the existing Exhibits to the Declaration for Lansdowne remain unchanged and in full force and effect as recorded with the Declaration for Lansdowne in Deed Book 970 at page 1260 among the land records of Loudoun County, Virginia, as amended from time to time.

J:\DATA\CLIENT\10\10601\018\EXSA&B.DEC
3/10/98 09:15

SECOND AMENDED AND RESTATED
DECLARATION FOR LANSDOWNE CONSERVANCY

EXHIBIT C

OWNERS OF LOTS WITHIN THE PROPERTY

XEROX REALTY CORPORATION

MOTOROLA, INC.

UNIVERSITY DEVELOPMENT, L.L.C.

AMERICAN ROENTGEN RAY SOCIETY

LINPRO LANSDOWNE TWO LIMITED PARTNERSHIP

LOUDOUN HOSPITAL CENTER, TRUSTEE

VMS-LANSDOWNE LIMITED PARTNERSHIP

SPRINT INTERNATIONAL COMMUNICATIONS CORPORATION (FORMERLY KNOWN AS TELENET COMMUNICATIONS CORPORATION)

K.S. LEE, TRUSTEE

IDI-CORTESE LIMITED PARTNERSHIP

SECOND AMENDED AND RESTATED
DECLARATION FOR LANSDOWNE CONSERVANCY

EXHIBIT D
APPROVING OWNERS:

LINPRO LANSDOWNE TWO LIMITED PARTNERSHIP

AMERICAN ROENTGEN RAY SOCIETY

VMS-LANSDOWNE LIMITED PARTNERSHIP

LOUDOUN HOSPITAL CENTER

IDI-CORTESE LIMITED PARTNERSHIP

XEROX REALTY CORPORATION

[RATIFICATIONS AND CONSENTS ATTACHED HERETO]

LANSDOWNE CONSERVANCY

BALLOT

NAME OF OWNER: Lupus Lansdowne Two Limited Partnership

ADDRESS: c/o LCOR Incorporated, 6701 Democracy Blvd. Suite 311 Bethesda, MD 20817

Check the appropriate box:

I hereby cast my votes in the Conservancy:

For [X] Against [ ]

[Check one box]

Approval of the Second Amended and Restated Articles of Incorporation for Lansdowne Conservancy, the Second Amended and Restated Bylaws of Lansdowne Conservancy and the Second Amended and Restated Declaration for Lansdowne

_____

(Owner's Signature)

Date: _____

SVP LCOR Incorporated
as Agent for Lupus Lansdowne
(Owner's Signature)
Two Limited Partnership

Date: 3/27/98

LANSDOWNE CONSERVANCY

BALLOT

NAME OF OWNER: AMERICAN ROENTGEN RAY SOCIETY

ADDRESS: 44211 SLATESTONE COURT

Check the appropriate box:

I hereby cast my votes in the Conservancy:

For [X] Against [ ]

[Check one box]

Approval of the Second Amended and Restated Articles of Incorporation for Lansdowne Conservancy, the Second Amended and Restated Bylaws of Lansdowne Conservancy and the Second Amended and Restated Declaration for Lansdowne

Paul K Fulligan

(Owner's Signature)

(Owner's Signature)

Date: March 27, 1998

Date:

LANSDOWNE CONSERVANCY

BALLOT

NAME OF OWNER: VMS-Lansdowne Limited Partnership

ADDRESS: 630 Dundee Rd Suite 220 Northbrook IL 60062

Check the appropriate box:

I hereby cast my votes in the Conservancy:

For [X] Against [ ]

[Check one box]

Approval of the Second Amended and Restated Articles of Incorporation for Lansdowne Conservancy, the Second Amended and Restated Bylaws of Lansdowne Conservancy and the Second Amended and Restated Declaration for Lansdowne

(Owner's Signature)

(Owner's Signature)

Date: 3/27/98

Date:

LANSDOWNE CONSERVANCY

BALLOT

NAME OF OWNER: Loudoun Hospital Center

ADDRESS: 44045 Riverside Parkway

Check the appropriate box:

I hereby cast my votes in the Conservancy:

For [✓] Against [ ]

[Check one box]

Approval of the Second Amended and Restated Articles of Incorporation for Lansdowne Conservancy, the Second Amended and Restated Bylaws of Lansdowne Conservancy and the Second Amended and Restated Declaration for Lansdowne

Loudoun Hospital Center

by _____

(Owner's Signature)

Date: 3/27/98

_____

(Owner's Signature)

Date: _____

LANSDOWNE CONSERVANCY

BALLOT

NAME OF OWNER: IDI- CORTESE LIMITED PARTNERSHIP

ADDRESS: 901 N. STUART ST. ARLINGTON, VA

Check the appropriate box:

I hereby cast my votes in the Conservancy:

For [X] Against [ ]

[Check one box]

Approval of the Second Amended and Restated Articles of Incorporation for Lansdowne Conservancy, the Second Amended and Restated Bylaws of Lansdowne Conservancy and the Second Amended and Restated Declaration for Lansdowne

IDI-LANSDOWNE L.C.
FOR IDI-CORTESE LIMITED PARTNERSHIP.
By: [signature]

(Owner's Signature)

(Owner's Signature)

Date: 3-27-98

Date:

LANSDOWNE CONSERVANCY

BALLOT

NAME OF OWNER: Xerox Realty Corporation

ADDRESS: 19391 Lansdowne Blvd

Check the appropriate box:

I hereby cast my votes in the Conservancy:

For [X] Against [ ]

[Check one box]

Approval of the Second Amended and Restated Articles of Incorporation for Lansdowne Conservancy, the Second Amended and Restated Bylaws of Lansdowne Conservancy and the Second Amended and Restated Declaration for Lansdowne

per Proxy

(Owner's Signature)

(Owner's Signature)

Date: 3-27-98

Date:

Exhibit 2

CERTIFICATION OF ASSOCIATION PRESIDENT

TO APPROVAL BY MEMBERS OF SECOND AMENDED
AND RESTATED DECLARATION FOR LANSDOWNE CONSERVANCY

I, A. Roy Windham, as President of Lansdowne Conservancy hereby certify by my signature hereto that the Board of Directors of the Conservancy has authorized and approved the foregoing Second Amended and Restated Declaration for Lansdowne, in accordance with Sections 15.2 and 15.4 of the Amended and Restated Declaration for Lansdowne, pursuant to a vote of the members of the Conservancy at a duly held meeting of the members on March 27, 1998 at which time 91% of the total number of votes present were cast in favor of approval including a majority of each class of members.

August 14, 1998

A. Roy Windham, President

FILED
98 AUG 20 PM 12:41
TESTE: , CLERK

Exhibit A
to the Declaration
recorded w/ orig Decl

LANSDOWNE

DESCRIPTION OF
SUBMITTED REAL ESTATE
(SECTIONS 1A AND 1B, GOLF COURSE PARCELS A, B, C, AND D)

SECTION 1A

Beginning at a point in the northerly right-of-way line of State Route 7, 56 feet from the centerline of westbound lanes, said point being N 58° 34′ 41″ W, 1141.35 feet from the southwesterly corner of Ashmill Associates.
Thence, running with the northerly line of State Route 7, N 58° 34′ 41″ W, 413.21 feet to a point.
Thence, departing State Route 7 and running through the land of Xerox Realty Corporation, the following metes and bounds:
Running 23.77 feet along the arc of a curve to the left whose radius is 35.00 feet (delta 38° 54′ 52″, tangent 12.36 feet, chord bearing N 50° 53′ 12″ E, chord 23.32 feet) to a point of tangency;
Thence, N 31° 25′ 46″ E, 22.00 feet to a point of curvature;
Thence, running 609.91 feet along the arc of a curve to the left whose radius is 561.00 feet (delta 62° 17′ 29″, tangent 339.03 feet, chord bearing N 00° 17′ 01″ E, chord 580.32 feet) to a point of tangency;
Thence, N 30° 51′ 43″ W, 173.78 feet to a point of curvature;
Thence, running 626.32 feet along the arc of a curve to the right whose radius 797.28 feet (delta 45° 00′ 36″, tangent 330.33 feet, chord bearing N 08° 21′ 25″ W, chord 610.34 feet) to a point of reverse curvature;
Thence, running 1914.28 feet along the arc of a curve to the left, whose radius is 2826.00 feet (delta 38° 48′ 40″, tangent 995.50 feet, chord bearing N 05° 15′ 27″ W, chord 1877.89 feet) to a point;
Thence, N 65° 20′ 13″ E, 148.00 feet to a point of curvature;
Thence, running 1.86 feet along the arc of a curve to the right whose radius is 2974.00 feet (delta 00° 02′ 09″, tangent 0.93 feet, chord bearing S 24° 38′ 43″ E, chord 1.86 feet) to a point of reverse curvature;
Thence, running 38.69 feet along the arc of a curve to the left whose radius is 25.00 feet (delta 88° 39′ 45″, tangent 24.42 feet, chord bearing S 68° 57′ 31″ E, chord 34.94 feet) to a point;
Thence, N 66° 42′ 37″ E, 80.51 feet to a point of curvature;

Thence, running 414.12 feet along the arc of a curve to the right whose radius is 785.00 feet (delta 30° 13′ 32″, tangent 212.00 feet, chord bearing N 81° 49′ 23″ E, chord 409.33 feet) to a point of tangency;
Thence, S 83° 03′ 51″ E, 457.00 feet;
Thence, N 06° 56′ 09″ E, 90.17 feet to a point;
Thence, N 28° 35′ 34″ W, 169.57 feet to a point;
Thence, N 52° 51′ 44″ W, 252.00 feet to a point;
Thence, N 02° 44′ 24″ W, 295.00 feet to a point;
Thence, N 57° 45′ 29″ W, 293.00 feet to a point;
Thence, N 32° 14′ 31″ E, 820.00 feet to a point;
Thence, S 86° 12′ 34″ E, 378.67 feet to a point;
Thence, S 57° 45′ 29″ E, 82.00 feet to a point;
Thence, N 32° 14′ 31″ E, 460.00 feet to a point;
Thence, N 33° 44′ 29″ W, 200.00 feet to a point;
Thence, N 56° 15′ 31″ E, 330.00 feet to a point;
Thence, S 33° 44′ 29″ E, 584.00 feet to the northwesterly corner of future Lot 1, Section 1B, Lansdowne.
Thence, departing Xerox Realty Corporation and running with future Section 1B, Lansdowne S 32° 14′ 31″ W, 1687.04 feet to a point;
Thence, S 06° 56′ 09″ W, 312.00 feet to a point;
Thence, S 83° 03′ 51″ E, 7.80 feet to a point;
Thence, S 06° 56′ 09″ W, 90.00 feet to a point of curvature;
Thence, N 83° 03′ 51″ W, 4.52 feet to a point of curvature;
Thence, running 44.45 feet along the arc of a curve to the left, whose radius is 25.00 feet (delta 101° 52′ 52″, tangent 30.81 feet, chord bearing S 45° 59′ 43″ W, chord 38.82 feet) to a point of compound curvature;
Thence, running 260.10 feet along the arc of a curve to the left, whose radius is 365.00 feet (delta 40° 49′ 46″, tangent 135.85 feet, chord bearing S 25° 21′ 36″ E, chord 254.63 feet) to a point of reverse curvature;
Thence, running 631.92 feet along the arc of a curve to the right, whose radius is 455.00 feet (delta 79° 34′ 27″, tangent 378.92 feet, chord bearing S 05° 59′ 16″ E, chord 582.34 feet) to a point of tangency;
Thence, S 33° 47′ 58″ W, 267.95 feet to a point of curvature;
Thence, running 37.65 feet along the arc of a curve to the left, whose radius is 25.00 feet (delta 86° 16′ 49″, tangent 23.43 feet, chord bearing S 09° 20′ 27″ E, chord 34.19 feet) to a point of reverse curvature;
Thence, running 745.97 feet along the arc of a curve to the right, whose radius is 1054.00 feet (delta 40° 33′ 04″, tangent 389.38 feet, chord bearing S 32° 12′ 19″ E, chord 730.50 feet) to a point;
Thence, S 78° 04′ 13″ W, 128.00 feet;
Thence, S 44° 25′ 41″ W, 1440.56 feet to a point of curvature;
Thence, running 193.18 feet along the arc of a curve to the right whose radius is 637.00 feet (delta 17° 22′ 33″, tangent 97.34 feet, chord bearing S 02° 08′ 14″ E, chord 192.44 feet) to a point of reverse curvature;

Thence, running 516.29 feet along the arc of a curve to the left whose radius is 561.00 feet (delta 52° 43′ 47″, tangent 278.05 feet, chord bearing S 19° 48′ 51″ E, chord 498.26 feet) to the point of beginning.

CONTAINING: 103.9610 ACRES

TOGETHER WITH:

SECTION 1B

Beginning at the northeasterly corner of Lot 1 of Section 1A,
Thence, departing said Lot 1 and running through the Land of Xerox Realty Corporation S 33° 44′ 29″ E, 937.00 feet to a point;
Thence, N 75° 20′ 11″ E, 230.55 feet to a point of curvature;
Thence, running 390.65 feet along the arc of a curve to the left, whose radius is 440.00 feet (delta 50° 52′ 08″, tangent 209.25 feet, chord bearing S 12° 41′ 14″ E, chord 377.94 feet) to a point of reverse curvature;
Thence, running 421.01 feet along the arc of a curve to the right, whose radius is 380.00 feet (delta 63° 28′ 43″, tangent 235.05 feet, chord bearing S 06° 22′ 56″ E, chord 399.80 feet) to a point of tangency;
Thence, S 25° 21′ 25″ W, 296.14 feet to a point of curvature.
Thence, running 301.31 feet along the arc of a curve to the right, whose radius is 380.00 feet (delta 45° 25′ 53″, tangent 159.08 feet, chord bearing S 48° 04′ 21″ W, chord 293.48 feet) to a point of reverse curvature;
Thence, running 356.45 feet along the arc of a curve to the left, whose radius is 737.78 feet (delta 27° 40′ 54″, tangent 181.77 feet, chord bearing S 56° 56′ 51″ W, chord 352.99 feet) to a point of tangency;
Thence, S 43° 06′ 23″ W, 94.80 feet to a point;
Thence, S 46° 53′ 37″ E, 60.00 feet to a point;
Thence, N 43° 06′ 23″ E, 94.80 feet to a point of curvature;
Thence, running 327.46 feet along the arc of a curve to the right, whose radius is 677.78 feet (delta 27° 40′ 54″, tangent 166.99 feet, chord bearing N 56° 56′ 51″ E, chord 324.28 feet) to a point of reverse curvature;
Thence, running 348.89 feet along the arc of a curve to the left, whose radius is 440.00 feet (delta 45° 25′ 53″, tangent 184.20 feet, chord bearing N 48° 04′ 21″ E, chord 339.82 feet) to a point of tangency;
Thence, N 25° 21′ 25″ E, 296.14 feet to a point;
Thence, S 64° 38′ 35″ E, 153.00 feet to a point;
Thence, S 35° 16′ 54″ E, 429.00 feet to a point;
Thence, S 40° 00′ 09″ E, 303.00 feet to a point;
Thence, S 45° 13′ 01″ W, 564.00 feet to a point;
Thence, N 76° 51′ 34″ W, 414.55 feet to a point;
Thence, S 56° 10′ 49″ W, 287.28 feet to a point;
Thence, S 60° 47′ 36″ W, 106.00 feet to a point;

Thence, running 927.71 feet along the arc of a curve to the right, whose radius is 1148.86 feet (delta 46° 16′ 00″, tangent 490.82 feet, chord bearing S 06° 04′ 24″ E, chord 902.71 feet) to a point of compound curvature;
Thence, running 270.80 feet along the arc of a curve to the right, whose radius is 934.00 feet (delta 16° 36′ 44″, tangent 136.36 feet, chord bearing S 25° 21′ 59″ W, 269.86 feet) to a point of tangency;
Thence, S 33° 40′ 21″ W, 665.56 feet to a point of curvature.
Thence, running 41.65 feet along the arc of a curve to the right, whose radius is 25.00 feet (delta 95° 26′ 49″, tangent 27.50 feet, chord 37.00 feet, chord bearing S 81° 23′ 46″ W) to a point of compound curvature;
Thence, running 40.07 feet along the arc of a curve to the right, whose radius is 931.00 feet (delta 02° 27′ 59″, tangent 20.04 feet, chord bearing N 49° 38′ 51″ W, chord 40.07 feet) to a point of compound curvature;
Thence, running 955.66 feet along the arc of a curve to the right, whose radius is 1500.78 feet (delta 36° 29′ 05″, tangent 494.66 feet, chord bearing N 30° 10′ 19″ W, chord 939.60 feet) to the eastern most corner of Section 1A, Lansdowne.
Thence, departing Xerox Realty Corporation and running with the easterly lines of Section 1A, Lansdowne, the following metes and bounds:
Thence, running 745.97 feet along the arc of a curve to the left, whose radius is 1054.00 feet (delta 40° 33′ 04″, tangent 389.38 feet, chord bearing N 32° 12′ 19″ W, chord 730.50 feet) to a point of reverse curvature;
Thence, running 37.65 feet along the arc of a curve to the right, whose radius is 25.00 feet (delta 86° 16′ 49″, tangent 23.43 feet, chord bearing N 09° 20′ 27″ W, chord 34.19 feet) to a point of tangency;
Thence, running N 33° 47′ 58″ E, 267.95 feet to a point of curvature;
Thence, running 631.92 feet along the arc of a curve to the left, whose radius is 455.00 feet (delta 79° 34′ 27″, tangent 378.92 feet, chord bearing N 05° 59′ 16″ W, chord 582.34 feet) to a point of reverse curvature;
Thence, running 260.10 feet along the arc of a curve to the right, whose radius is 365.00 feet (delta 40° 49′ 46″, tangent 135.85 feet, chord bearing N 25° 21′ 36″ W, chord 254.63 feet) to a point of compound curvature;
Thence, running 44.45 feet along the arc of a curve to the right, whose radius is 25.00 feet (delta 101° 52′ 52″, tangent 30.81 feet, chord bearing N 45° 59′ 43″ E, chord 38.82 feet) to a point;
Thence, S 83° 03′ 51″, 4.52 feet to a point;
Thence, N 06° 56′ 09″ E, 90.00 feet to a point;
Thence, N 83° 03′ 51″ W, 7.80 feet to the southeasterly corner of said Lot 1, Section 1A, Lansdowne;

Thence, running with easterly side of Lot 1, Section 1A, Lansdowne, N 06° 56′ 09″ E, 312.60 feet and N 32° 14′ 31″ E, 1687.04 feet to the point of beginning.

CONTAINING 124.0357 ACRES

TOGETHER WITH:

GOLF COURSE PARCEL A

Beginning at the southeasterly corner of the tract herein described, said point being on the northerly variable width right-of-way of Leesburg Pike, Route 7 and said point also bearing N 58° 34′ 41″ W, 2117.18 feet, N 57° 29′ 22″ W, 199.77 feet, N 58° 34′ 24″ W, 450.04 feet, N 59° 48′ 52″ W, 200.45 feet, N 58° 33′ 29″ W, 162.46 feet from the southeasterly corner of the original tract, also being a corner to now or formerly Ashmill Associates.

Thence, running with the said right-of-way of Leesburg Pike, Route 7 the following metes and bounds:
N 58° 33′ 29″ W, 2436.16 feet to a point;
Thence, N 57° 10′ 11″ W, 350.38 feet to a point;
Thence, N 60° 32′ 35″ W, 249.87 feet to a point;
Thence, departing the said right-of-way of Leesburg Pike, Route 7 and running through the Land of the Xerox Realty Corporation the following metes and bounds:
N 58° 34′ 26″ W, 344.00 feet to a point;
Thence, N 85° 35′ 56″ E, 848.00 feet to a point;
Thence, S 58° 33′ 29″ E, 829.00 feet to a point;
Thence, N 71° 12′ 26″ E, 572.67 feet to a point;
Thence, a distance of 214.36 feet along the arc of a curve to the left, said curve having a radius of 455.00 feet (delta 26° 59′ 36″, tangent 109.21; chord 212.38 feet, chord bearing S 74° 56′ 09″ E) to a point;
Thence, S 88° 25′ 57″ E, 253.74 feet to a point;
Thence, S 01° 34′ 03″ W, 204.22 feet to a point;
Thence, S 40° 29′ 16″ W, 440.00 feet to a point;
Thence, S 32° 24′ 30″ E, 1159.83 feet to the point of beginning.

CONTAINING 36.5256 ACRES

TOGETHER WITH:

GOLF COURSE PARCEL B

Beginning at the southeasterly corner of the tract herein described, said point bearing N 42° 59′ 04″ W, 4428.77 feet from the southeasterly corner of the original tract, a corner to now or formerly Ashmill Associates and a point on the northerly variable width right-of-way of Leesburg Pike, Route 7.

Thence, running through the Land of the Xerox Realty Corporation the following metes and bounds:
N 88° 25′ 57″ W, 233.13 feet to a point;
Thence, a distance of 390.33 feet along the arc of a curve to the right, said curve having a radius of 365.00 feet (delta 61° 16′ 21″; tangent 216.17 feet; chord 372.00 feet; chord bearing N 57° 47′ 47″ W) to a point;
Thence, a distance of 169.81 feet along the arc of a curve to the left, said curve having a radius of 455.00 feet (delta 21° 23′ 01″; tangent 85.91 feet; chord 168.83 feet; chord bearing N 37° 51′ 07″ W) to a point;
Thence, a distance of 35.61 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet (delta 81° 36′ 52″; tangent 21.58 feet; chord 32.68 feet; chord bearing N 07° 44′ 11″ W) to a point;
Thence, N 33° 04′ 15″ E, 917.42 feet to a point;
Thence, a distance of 37.63 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet (delta 86° 14′ 56″; tangent 23.42 feet; chord 34.18 feet; chord bearing N 76° 11′ 43″ E) to a point;
Thence, a distance of 1281.48 feet along the arc of a curve to the left, said curve having a radius of 1045.00 feet (delta 70° 15′ 42″; tangent 735.28 feet; chord 1202.68 feet; chord bearing N 84° 11′ 20″ E) to a point;
Thence, a distance of 41.70 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet (delta 95° 33′ 27″; tangent 27.55 feet; chord 37.03 feet; chord bearing S 83° 09′ 47″ E) to a point;
Thence, a distance of 485.82 feet along the arc of a curve to the right, said curve having a radius of 2826.00 feet (delta 09° 51′ 00″; tangent 243.51 feet; chord 485.23 feet; chord bearing S 30° 27′ 34″ E) to a point;
Thence, S 64° 27′ 56″ W, 875.00 feet to a point;
Thence, S 50° 25′ 36″ W, 736.50 feet to the point of beginning.

CONTAINING 30.1090 ACRES

TOGETHER WITH:

GOLF COURSE PARCEL C

Beginning at the southeasterly corner of the tract herein described, said point bearing N 07° 29′ 47″ W, 4165.24 feet from the southeasterly corner of the original tract, a corner to now or formerly Ashmill Associates and a point on the northerly variable width right-of-way of Leesburg Pike, Route 7.
Thence, running through the Land of the Xerox Realty Corporation the following metes and bounds:
N 83° 03′ 51″ W, 457.00 feet to a point;

Thence, a distance of 414.12 feet along the arc of a curve to the left, said curve having a radius of 785.00 feet (delta 30° 13′ 32″; tangent 212.00 feet; chord 409.33 feet; chord bearing S 81° 49′ 23″ W) to a point;
Thence, S 66° 42′ 37″ W, 80.51 feet to a point;
Thence, a distance of 38.69 feet along the arc of curve to the right, said curve having a radius of 25.00 feet (delta 88° 39′ 45″; tangent 24.42 feet; chord 34.94 feet; chord bearing N 68° 57′ 31″ W) to a point;
Thence, a distance of 596.33 feet along the arc of a curve to the left, said curve having a radius of 2974.00 feet (delta 11° 29′ 19″; tangent 299.17 feet; chord 595.33 feet; chord bearing N 30° 22′ 18″ W) to a point;
Thence, a distance of 32.45 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet (delta 74° 22′ 20″; tangent 18.97 feet; chord 30.22 feet; chord bearing N 01° 04′ 13″ E) to a point;
Thence, a distance of 94.58 feet along the arc of a curve to the left, said curve having a radius of 1045.00 feet; (delta 05° 11′ 08″; tangent 47.32 feet; chord 94.54 feet; chord bearing N 35° 39′ 48″ E) to a point;
N 33° 04′ 15″ E, 1430.49 feet to a point;
Thence, a distance of 276.00 feet along the arc of a curve to the left, said curve having a radius of 455.00 feet (delta 34° 45′ 20″; tangent 142.39 feet; chord 271.79 feet; chord bearing N 15° 41′ 35″ E) to a point;
Thence, N 01° 41′ 05″ W, 7.36 feet to a point;
Thence, a distance of 38.19 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet (delta 87° 31′ 24″; tangent 23.94 feet; chord 34.58 feet; chord bearing N 42° 04′ 37″ E) to a point;
Thence, a distance of 1251.96 feet along the arc of a curve to the left, said curve having a radius of 1595.00 feet (delta 44° 58′ 22″; tangent 660.23 feet; chord 1220.06 feet; chord bearing N 63° 21′ 08″ E) to a point;
Thence, a distance of 38.42 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet (delta 88° 03′ 16″; tangent 24.17 feet; chord 34.75 feet; chord bearing N 84° 53′ 35″ E) to a point;
Thence, S 51° 04′ 47″ E, 134.67 feet to a point;
Thence, a distance of 381.16 feet along the arc of a curve to the right, said curve having a radius of 520.00 feet (delta 41° 59′ 52″; tangent 199.60 feet; chord 372.68 feet; chord bearing S 30° 04′ 51″ E) to a point;
Thence, a distance of 366.09 feet along the arc of a curve to the left, said curve having a radius of 780.00 feet (delta 26° 53′ 29″; tangent 186.48 feet; chord 362.74 feet; chord bearing S 22° 31′ 40″ E) to a point;
Thence, S 35° 58′ 24″ E, 350.96 feet to a point;

Thence, a distance of 310.03 feet along the arc of a curve to the left, said curve having a radius of 780.00 feet (delta 22° 46′ 25″; tangent 157.09 feet; chord 307.99 feet; chord bearing S 47° 21′ 36″ E) to a point;
Thence, a distance of 474.17 feet along the arc of a curve to the right, said curve having a radius of 380.00 feet (delta 71° 29′ 39″; tangent 273.53 feet; chord 444.00 feet; chord bearing S 23° 00′ 00″ E) to a point;
Thence, S 75° 20′ 11″ W, 230.55 feet to a point;
Thence, N 33° 44′ 29″ W, 1521.00 feet to a point;
Thence, S 56° 15′ 31″ W, 330.00 feet to a point;
Thence, S 33° 44′ 29″ E, 200.00 feet to a point;
Thence, S 32° 14′ 31″ W, 460.00 feet to a point;
Thence, N 57° 45′ 29″ W, 82.00 feet to a point;
Thence, N 86° 12′ 34″ W, 378.67 feet to a point;
Thence, S 32° 14′ 31″ W, 820.00 feet to a point;
Thence, S 57° 45′ 29″ E, 293.00 feet to a point;
Thence, S 02° 44′ 24″ E, 295.00 feet to a point;
Thence, S 52° 51′ 44″ E, 252.00 feet to a point;
Thence, S 28° 35′ 34″ E, 169.57 feet to a point;
Thence, S 06° 56′ 09″ W, 90.17 to the point of beginning.

CONTAINING 53.2420 ACRES

TOGETHER WITH:

GOLF COURSE PARCEL D

Beginning at the southeasterly corner of the tract herein described, said point being in the line of now or formerly Janelia Farm Limited Partnership and bearing N 47° 29′ 48″ E, 2674.29 feet from the southeasterly corner of the original tract, a corner to now or formerly Ashmill Associates and a point on the northerly variable width right-of-way of Leesburg Pike, Route 7.
Thence, departing said now or formerly Janelia Farm Limited Partnership and running through the land of the Xerox Realty Corporation the following metes and bounds:
N 42° 30′ 12″ W, 500.00 feet to a point;
Thence, N 85° 15′ 49″ W, 409.00 feet to a point;
Thence, N 72° 56′ 23″ W, 122.65 feet to a point;
Thence, a distance of 466.70 feet along the arc of a curve to the left, said curve having a radius of 1254.86 feet (delta 21° 18′ 33″; tangent 236.08 feet; chord 464.02 feet; chord bearing N 06° 24′ 20″ E) to a point;
Thence, N 85° 45′ 03″ E, 259.79 feet to a point;
Thence, S 08° 20′ 19″ E, 233.00 feet to a point;
Thence, S 84° 16′ 14″ E, 747.30 feet to a point;
Thence, N 48° 20′ 12″ E, 407.03 feet to a point;
Thence, N 04° 07′ 49″ W, 501.00 feet to a point;
Thence, N 40° 00′ 09″ W, 953.00 feet to a point;
Thence, N 35° 16′ 54″ W, 429.00 feet to a point;

Thence, N 64° 38′ 35″ W, 158.00 feet to a point;
Thence, a distance of 487.48 feet along the arc of a curve to the left, said curve having a radius of 440.00 feet (delta 63° 28′ 43″; tangent 272.17 feet; chord 462.93 feet; chord bearing N 06° 22′ 56″ W) to a point;
Thence, a distance of 337.38 feet along the arc of a curve to the right, said curve having a radius of 380.00 feet (delta 50° 52′ 08″; tangent 180.72 feet; chord 326.40 feet; chord bearing N 12° 41′ 14″ W) to a point;
Thence, a distance of 144.38 feet along the arc of a curve to the right, said curve having a radius of 440.00 feet (delta 18° 48′ 03″; tangent 72.84 feet; chord 143.73 feet; chord bearing N 03° 20′ 49″ E) to a point;
Thence, N 83° 56′ 47″ E, 106.03 feet to a point;
Thence, S 41° 05′ 04″ E, 319.00 feet to a point;
Thence, S 16° 28′ 19″ E, 585.00 feet to a point;
Thence, S 35° 16′ 54″ E, 446.00 feet to a point;
Thence, S 40° 00′ 09″ E, 1037.74 feet to a point;
Thence, S 04° 07′ 49″ E, 735.61 feet to a point in the line of said Janelia Farm Limited Partnership;
Thence, running with said Janelia Farm Limited Partnership S 47° 29′ 48″ W, 1137.66 feet to the point of beginning.

CONTAINING 35.6632 ACRES

DESCRIPTION
OF ADDITIONAL REAL ESTATE

Beginning at the southeasterly corner of the tract herein described, said point being a corner to N/F Ashmill Associates and a point on the northerly variable width of right-of-way line of Leesburg Pike Route 7.

Thence, departing said N/F Ashmill Associates and running with the said right-of-way line of Leesburg Pike Route 7 the following metes and bounds:

N 58° 34' 41" W, 2117.18 feet to a point;
Thence, N 57° 29' 22" W, 199.77 feet to a point;
Thence, N 58° 34' 24" W, 450.04 feet to a point;
Thence, N 59° 48' 52" W, 200.45 feet to a point;
Thence, N 58° 33' 29" W, 2598.62 feet to a point;
Thence, N 57° 10' 11" W, 350.38 feet to a point;
Thence, N 60° 32' 35" W, 249.87 feet to a point;
Thence, N 58° 34' 26" W, 1000.00 feet to a point;
Thence, N 57° 04' 01" W, 900.59 feet to a point;
Thence, N 61° 59' 58" W, 400.93 feet to a point;
Thence, N 58° 34' 27" W, 599.56 feet to a point;
Thence, N 56° 06' 34" W, 599.70 feet to a point;
Thence, N 61° 38' 30" W, 402.69 feet to a point;
Thence, N 57° 51' 02" W, 398.73 feet to a point;
Thence, N 59° 00' 53" W, 650.02 feet to a point;
Thence, N 54° 14' 55" W, 151.03 feet to a point;
Thence, N 61° 22' 43" W, 200.67 feet to a point;
Thence, N 58° 30' 55" W, 401.95 feet to a point;
Thence, N 58° 33' 18" W, 260.53 feet to a point in the centerline of Goose Creek, a corner to N/F Crouch.

Thence, departing the said right-of-way line of Leesburg Pike Route 7 and running with N/F Crouch the following metes and bounds:

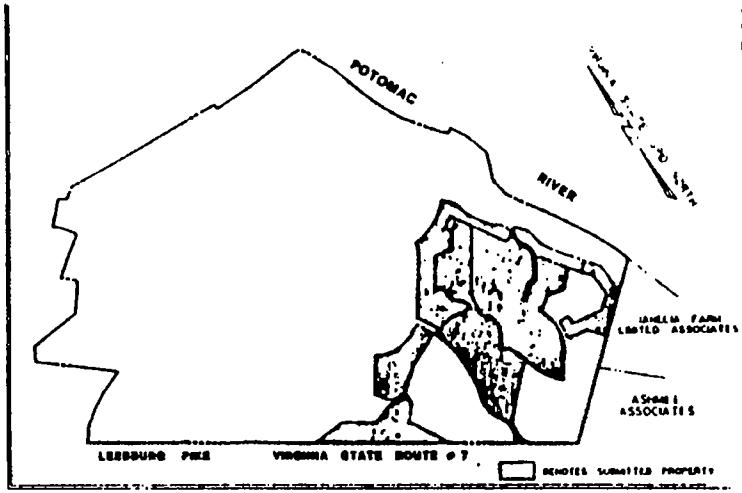
N 34° 25' 03" E, 391.44 feet to a point;
Thence, N 53° 42' 19" E, 509.05 feet to a point;
Thence, N 61° 15' 14" E, 379.23 feet to a point;
Thence, N 67° 14' 07" E, 634.62 feet to a point;
Thence, N 52° 18' 01" W, 2064.47 feet to a point;
Thence, N 25° 00' 27" E, 368.48 feet to a point;
Thence, N 83° 12' 32" E, 1297.36 feet to a point;
Thence, N 37° 09' 52" E, 803.47 feet to a point;
Thence, N 49° 27' 44" W, 444.04 feet to a point;
Thence, N 52° 07' 17" E, 91.08 feet to a point a corner to N/F Johnson.

Thence, departing said N/F Crouch and running with said N/F Johnson the following metes and bounds:

N 52° 07' 17" E, 1067.65 feet to a point;
Thence, N 37° 07' 58" W, 328.28 feet to a point;
Thence, N 37° 55' 50" W, 128.46 feet to a point;
Thence, N 59° 30' 21" W, 180.57 feet to a point;

Thence, N 42° 26′ 04″ E, 719.05 feet to a point a corner to N/F Ray/Southdale Corporation.
Thence, departing said N/F Johnson and running with said N/F Ray/Southdale corporation the following metes and bounds:
S 51° 03′ 46″ E, 212.58 feet to a point;
Thence, N 54° 51′ 56″ E, 346.71 feet to a point;
Thence, S 88° 31′ 47″ E, 4101.46 feet to a point;
Thence, S 02° 32′ 47″ E, 127.52 feet to a point;
Thence, N 87° 27′ 13″ E, 1186.28 feet to a point;
Thence, N 82° 58′ 23″ E, 1139.91 feet to a point;
Thence, S 88° 02′ 22″ E, 167.23 feet to a point on the edge of the Potomac River.
Thence, departing said N/F Ray/Southdale Corporation and running with the said edge of the Potomac River the following metes and bounds:
S 41° 20′ 18″ E, 221.32 feet to a point;
Thence, S 26° 20′ 39″ E, 823.15 feet to a point;
Thence, S 19° 22′ 27″ E, 448.52 feet to a point;
Thence, S 19° 31′ 28″ E, 372.36 feet to a point;
Thence, S 21° 17′ 04″ E, 339.18 feet to a point;
Thence, S 23° 47′ 50″ E, 353.91 feet to a point;
Thence, S 28° 10′ 37″ E, 516.33 feet to a point;
Thence, S 39° 42′ 05″ E, 288.98 feet to a point;
Thence, S 38° 15′ 53″ E, 399.94 feet to a point;
Thence, S 42° 38′ 30″ E, 369.98 feet to a point;
Thence, S 47° 46′ 59″ E, 150.98 feet to a point;
Thence, N 48° 53′ 53″ E, 138.70 feet to a point;
Thence, S 32° 21′ 12″ E, 455.15 feet to a point;
Thence, S 20° 23′ 07″ E, 615.09 feet to a point;
Thence, S 18° 00′ 44″ W, 718.86 feet to a point;
Thence, S 10° 07′ 15″ E, 434.06 feet to a point;
Thence, S 21° 45′ 30″ E, 72.42 feet to a point;
Thence, S 33° 44′ 02″ E, 342.18 feet to a point;
Thence, S 33° 56′ 24″ E, 298.50 feet to a point;
Thence, S 36° 22′ 53″ E, 335.43 feet to a point;
Thence, S 36° 30′ 13″ E, 200.16 feet to a point;
Thence, S 33° 59′ 31″ E, 398.88 feet to a point;
Thence, S 31° 01′ 23″ E, 521.05 feet to a point;
Thence, S 32° 00′ 42″ E, 260.28 feet to a point;
Thence, S 25° 59′ 22″ E, 400.36 feet to a point;
Thence, S 26° 15′ 57″ E, 256.71 feet to a point;
Thence, S 18° 49′ 49″ E, 385.05 feet to a point a corner to N/F Janelia Farm Limited Partnership.
Thence, departing the edge of the said Potomac River and running with said N/F Janelia Farm Limited Partnership on the same line extended with said N/F Ashmill Associates.
S 47° 29′ 48″ W, 4633.25 feet to the point of beginning.

CONTAINING 2,267.6050 ACRES



VICINITY MAP
1" = 2000'

NOTES:

1. THE PROPERTY SHOWN ON THIS PLAT IS LOCATED ON TAX MAP #60 PARCEL 2A AND IS ZONED PD-OP
2. THIS PLAT SHOWS ONLY EASEMENTS AND RESTRICTIONS CREATED BY AND PURSUANT TO THE DECLARATION FOR LANSDOWNE
3. BUILDING SETBACK LINE
   THE BUILDING SETBACK AND BUILDING RESTRICTION LINES ARE MEASURED FROM THE DEDICATED STREETS AND ADJACENT LOT LINES TO THE EXTENT THAT THE BOUNDARY OF A LOT OR THE ALIGNMENT OF A STREET IS ADJUSTED (WITHIN REASONABLE LIMITS) THE BUILDING SETBACK AND BUILDING RESTRICTION LINES ARE AUTOMATICALLY ADJUSTED WITHOUT FURTHER ACTION. SUCH ADJUSTMENTS SHALL NOT AFFECT IMPROVEMENTS CONSTRUCTED PRIOR TO THE ADJUSTMENT
4. MAINTENANCE EASEMENT.
   THE MAINTENANCE EASEMENT SHOWN IS COMMON AREA. THE ASSOCIATION SHALL PERFORM ALL UPKEEP (NOT OTHERWISE PROVIDED FOR IN SEPARATE RECORDED AGREEMENTS) IN THE MAINTENANCE EASEMENT OTHER THAN THE ENTRY AREAS SERVING ONLY THE LOT (INCLUDING WITHOUT LIMITATION UTILITY LINES, PAVEMENT, CURB AND GUTTER, ENTRY SIGNS, ETC THAT SERVE ONLY THAT LOT)

NOTES:

5. TRAIL EASEMENT:
   THE DECLARANT HEREBY RESERVES A FIFTEEN FOOT WIDE TRAIL EASEMENT FOR PEDESTRIAN USE WHICH MAY BE LOCATED ANYWHERE WITHIN THE 100-FOOT BUILDING SETBACK SHOWN. SUCH TRAIL IS COMMON AREA AND SHALL BE MAINTAINED BY THE ASSOCIATION.
6. GARDEN ROOM EASEMENT:
   THE DECLARANT HEREBY RESERVES FOR THE BENEFIT OF THE OWNERS AN EASEMENT FOR ACCESS AND USE OF THE "GARDEN ROOMS" TO BE LOCATED WITHIN THE 200-FOOT PARKING SETBACK SHOWN. THE "GARDEN ROOMS" ARE COMMON AREA; UPKEEP OF THE "GARDEN ROOMS" SHALL BE PERFORMED BY THE OWNER THEREOF.
7. GOLF COURSE ACCESS EASEMENT:
   THE DECLARANT HEREBY RESERVES FOR THE BENEFIT OF THE OWNERS OF PARCEL C AND PARCEL E, SECTION 1B AN EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS ACROSS LOT 1, SECTION 1A AND LOT 1, SECTION 1B AS SHOWN FOR THE PURPOSE OF ACCESS TO AND FROM THE UNDERGROUND TUNNEL AND GOLF COURSE. THE UPKEEP OF THE PATHWAY SHALL BE PERFORMED BY THE OWNERS OF PARCEL C AND PARCEL E, SECTION 1B. (SEE SHEETS 4 AND 5 OF 10)

THIS IS NOT A SUBDIVISION PLAT.

EXHIBIT B

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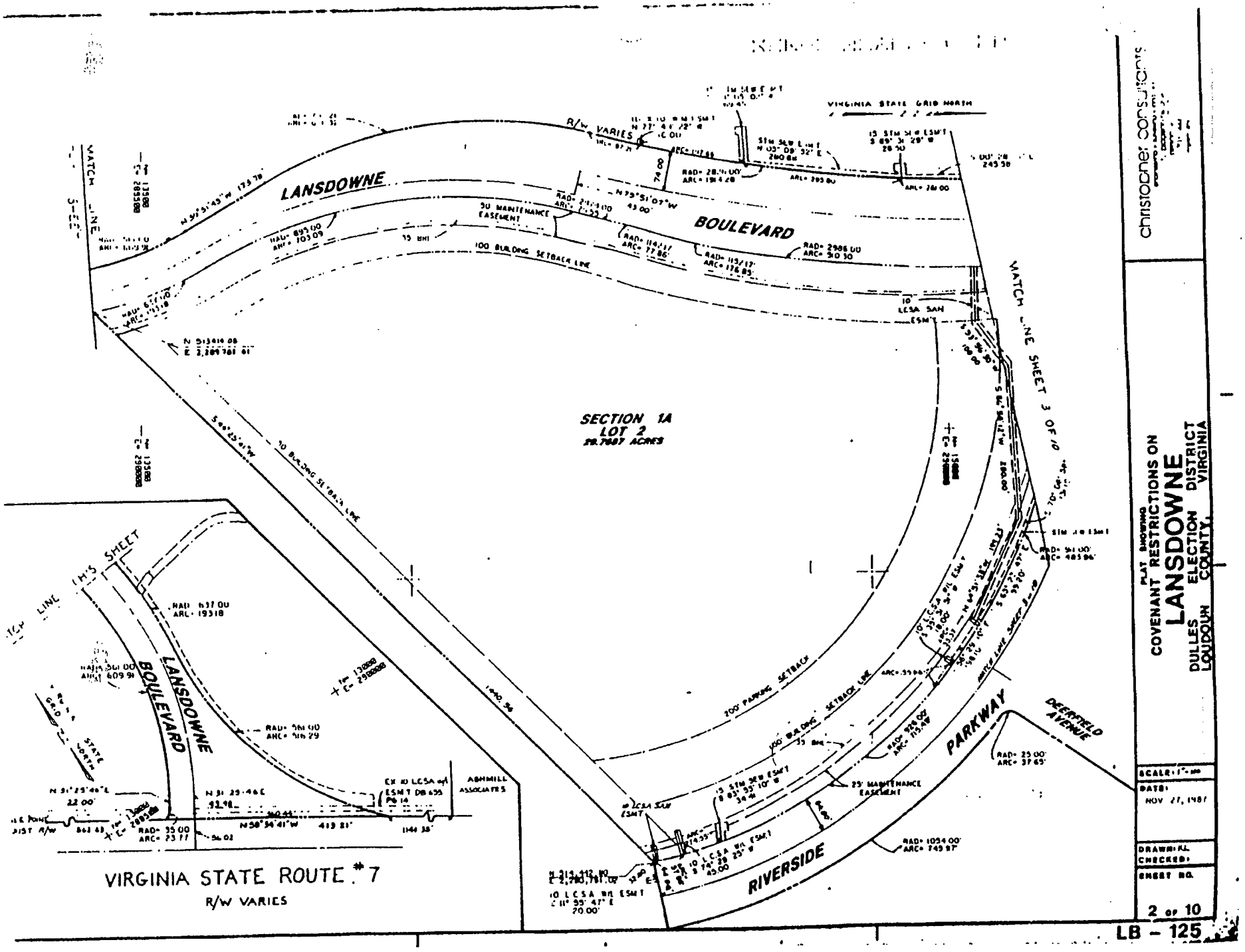
PLAT SHOWING
COVENANT RESTRICTIONS ON
LANSDOWNE
LOUDOUN COUNTY, VIRGINIA
DULLES ELECTION DISTRICT

SCALE: NONE
DATE: NOV 27, 1987
DRAWN: K.L.
CHECKED:
SHEET NO. 1 of 10

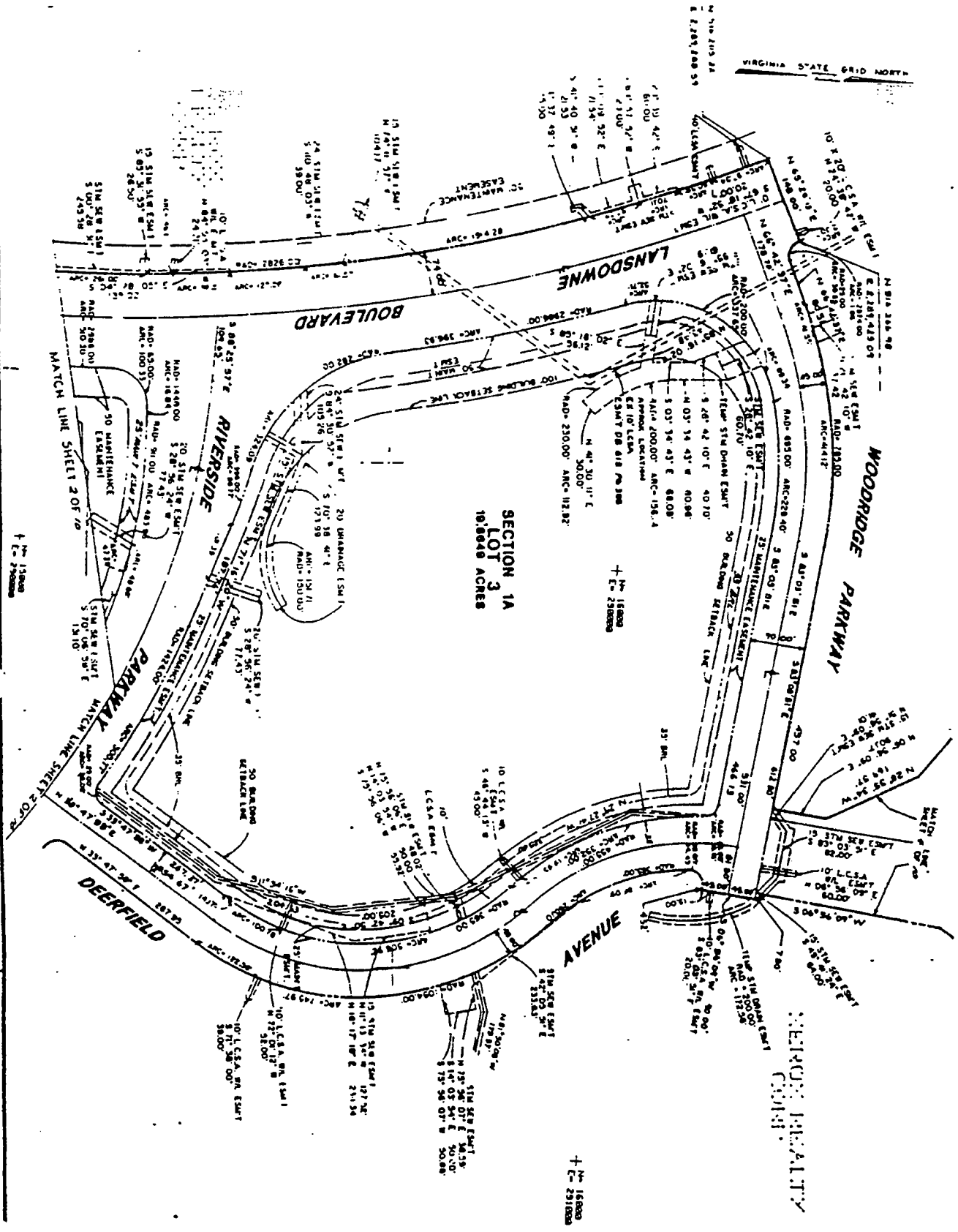


christopher consultants

PLAT SHOWING
COVENANT RESTRICTIONS ON
LANSDOWNE
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

SCALE: 1" = 100'
DATE: NOV 27, 1987
DRAWN BY:
CHECKED:
SHEET NO. 2 of 10

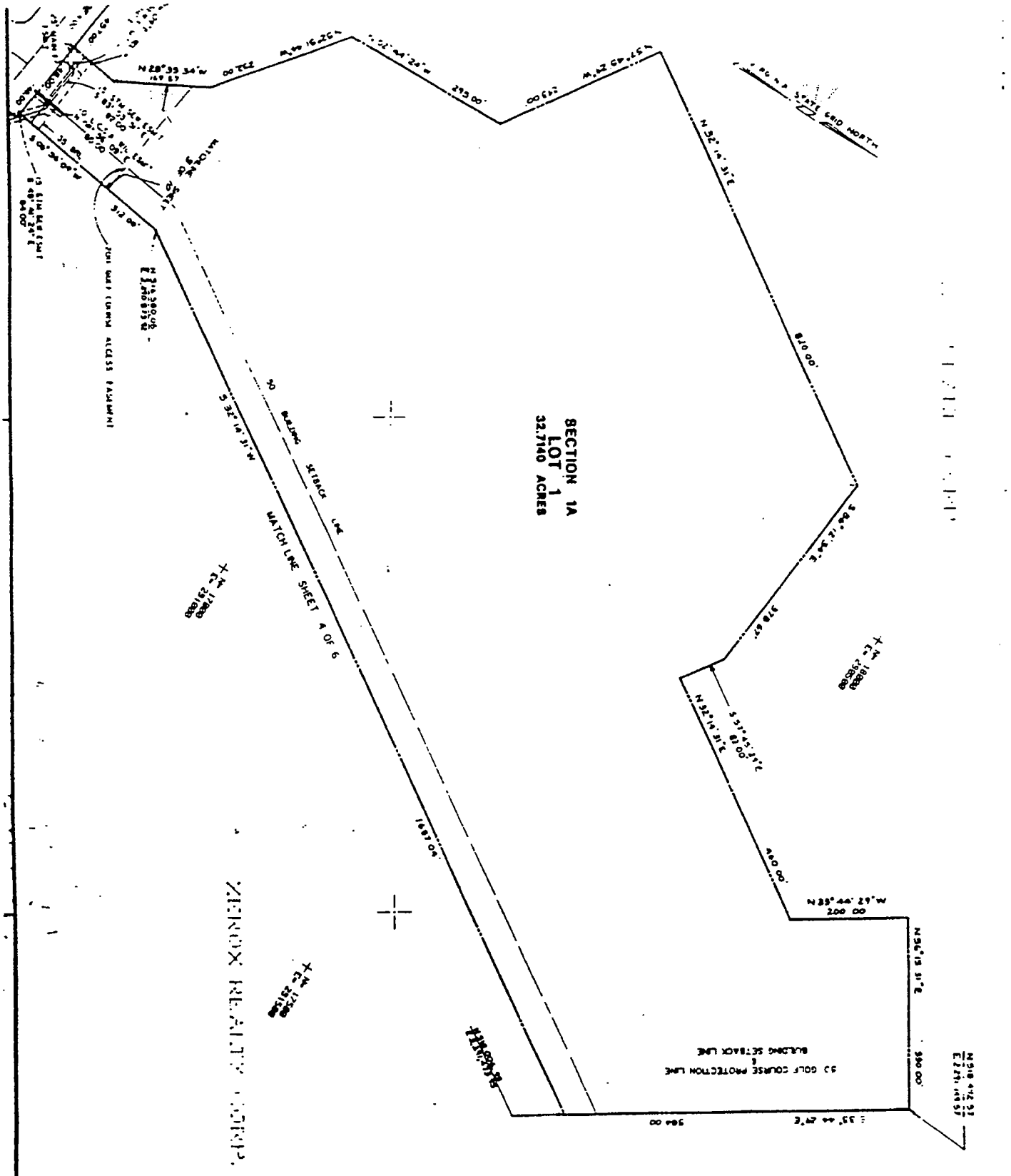
LB - 125



PLAT SHOWING
COVENANT RESTRICTIONS ON
LANSDOWNE
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

christopher consultants

SCALE: 1" = 100'	DATE: NOV 27, 1987	DRAWN: CHECKED:	SHEET NO. 3 of 10



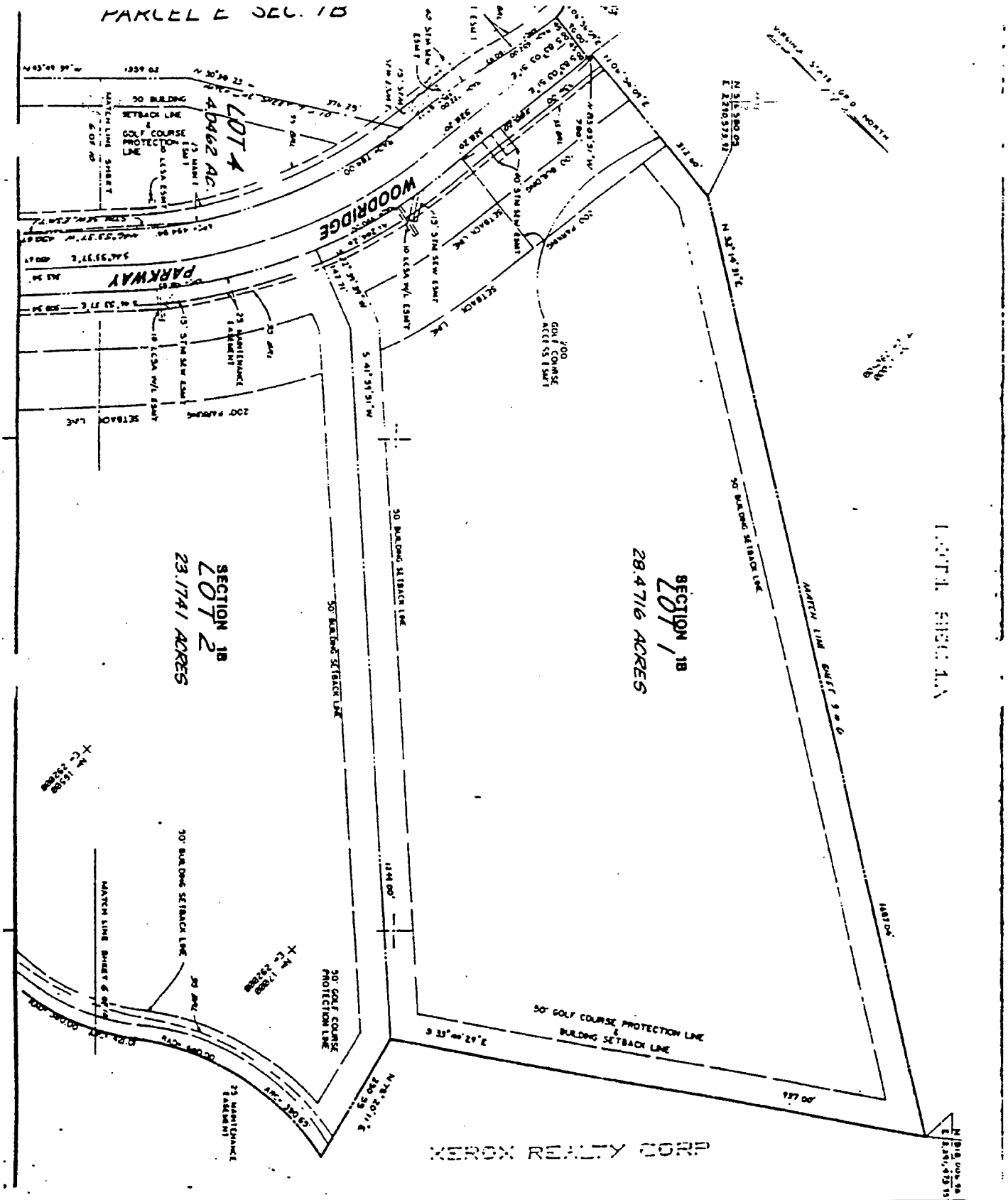
PLAT SHOWING
COVENANT RESTRICTIONS ON

LANSDOWNE

DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

christopher consultants

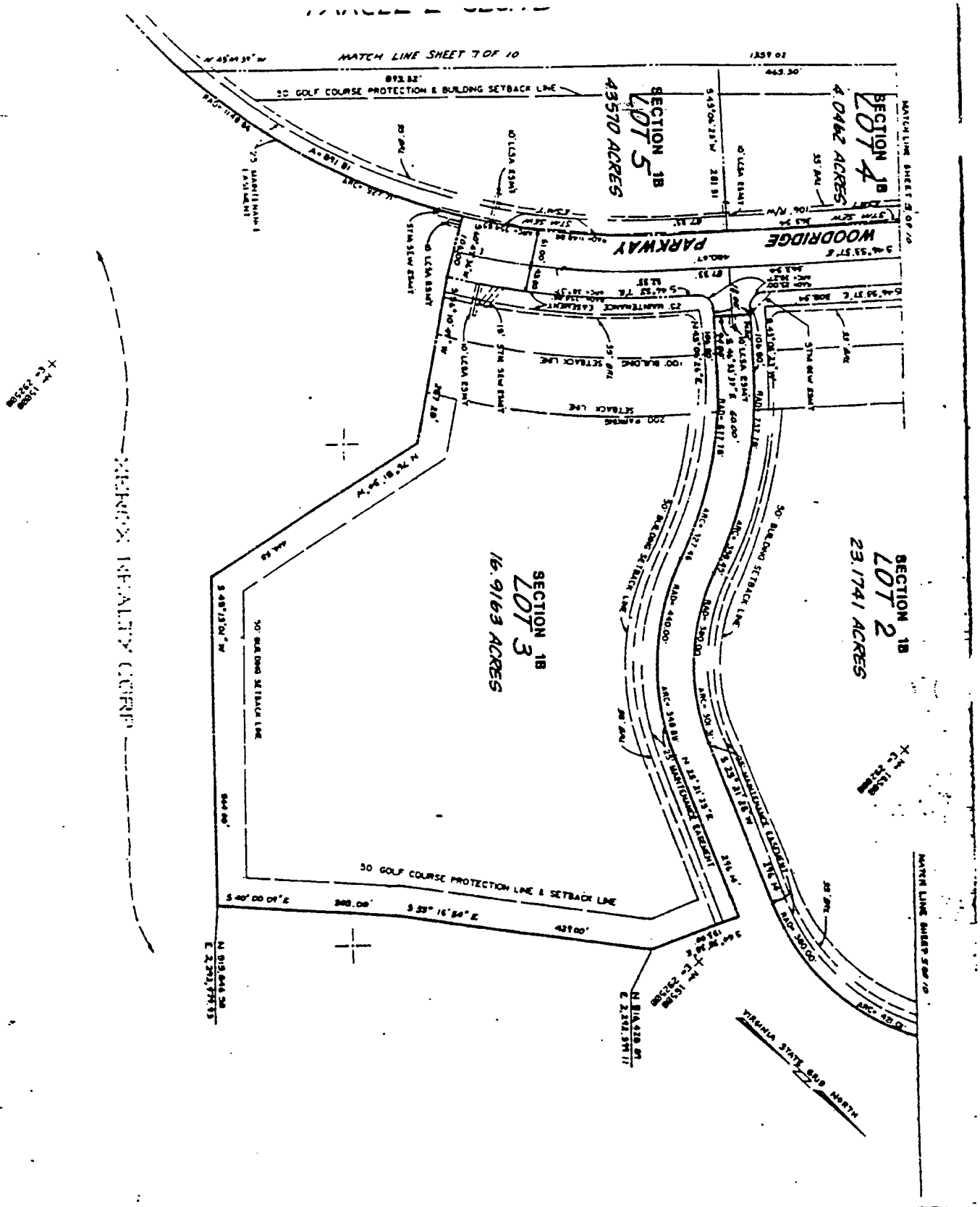
SHEET NO.	4 of 10
DRAWN BY:	
CHECKED BY:	
DATE:	NOV 27, 1989
SCALE: 1"=100'	



PLAT SHOWING
COVENANT RESTRICTIONS ON
LANSDOWNE
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

christopher consultants

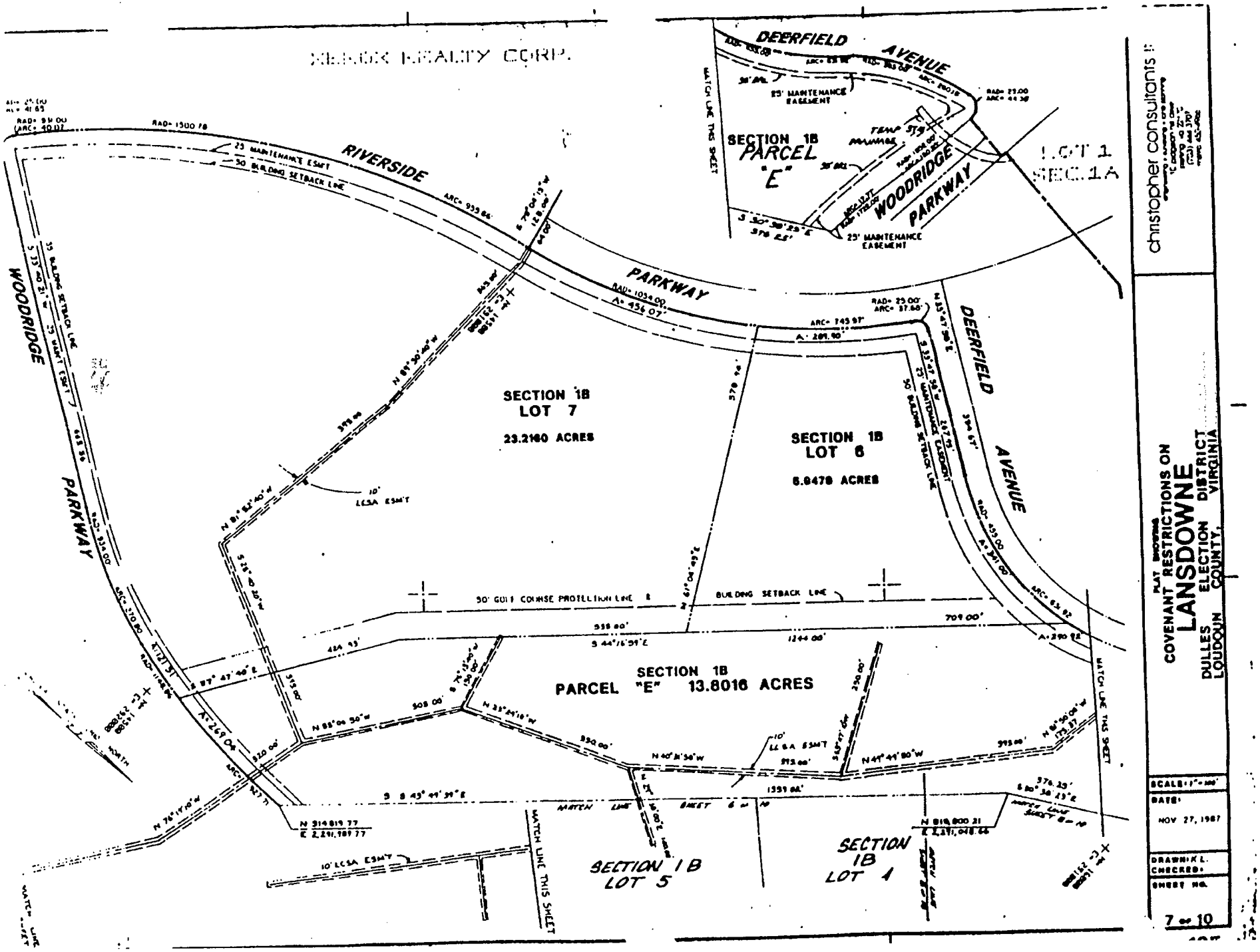
SHEET NO. 5 of 10
CHECKED: K.L.
DRAWN: K.L.
DATE: NOV 27, 1987
SCALE: 1"=100'



PLAT SHOWING
COVENANT RESTRICTIONS ON
LANSDOWNE
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

christopher consultants

SCALE: 1"=100'
DATE: NOV. 27, 1987
DRAWN:
CHECKED:
SHEET NO. 6 of 10



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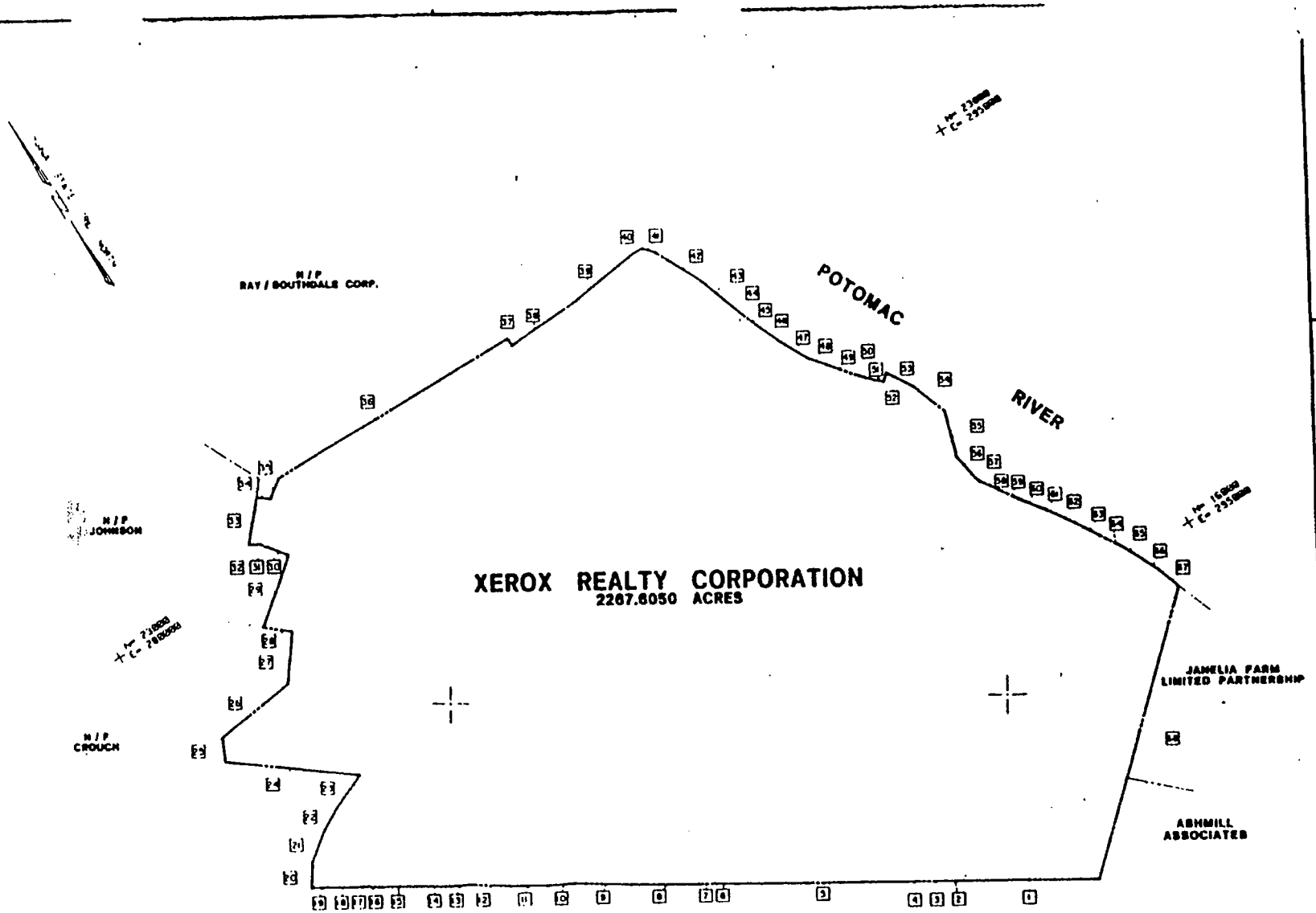
PLAT SHOWING
COVENANT RESTRICTIONS ON
LANSDOWNE
DULLES ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA

SCALE: 1" = 100'
DATE: NOV 27, 1987
DRAWN: K.L.
CHECKED:
SHEET NO. 7 of 10



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PLAT SHOWING
COVENANT RESTRICTIONS ON
LANSDOWNE
LOUDOUN COUNTY, VIRGINIA
DULLES ELECTION DISTRICT

SCALE: 1" = 1000'
DATE: NOV 27, 1987
DRAWN:
CHECKED:
SHEET NO.
8 OF 10

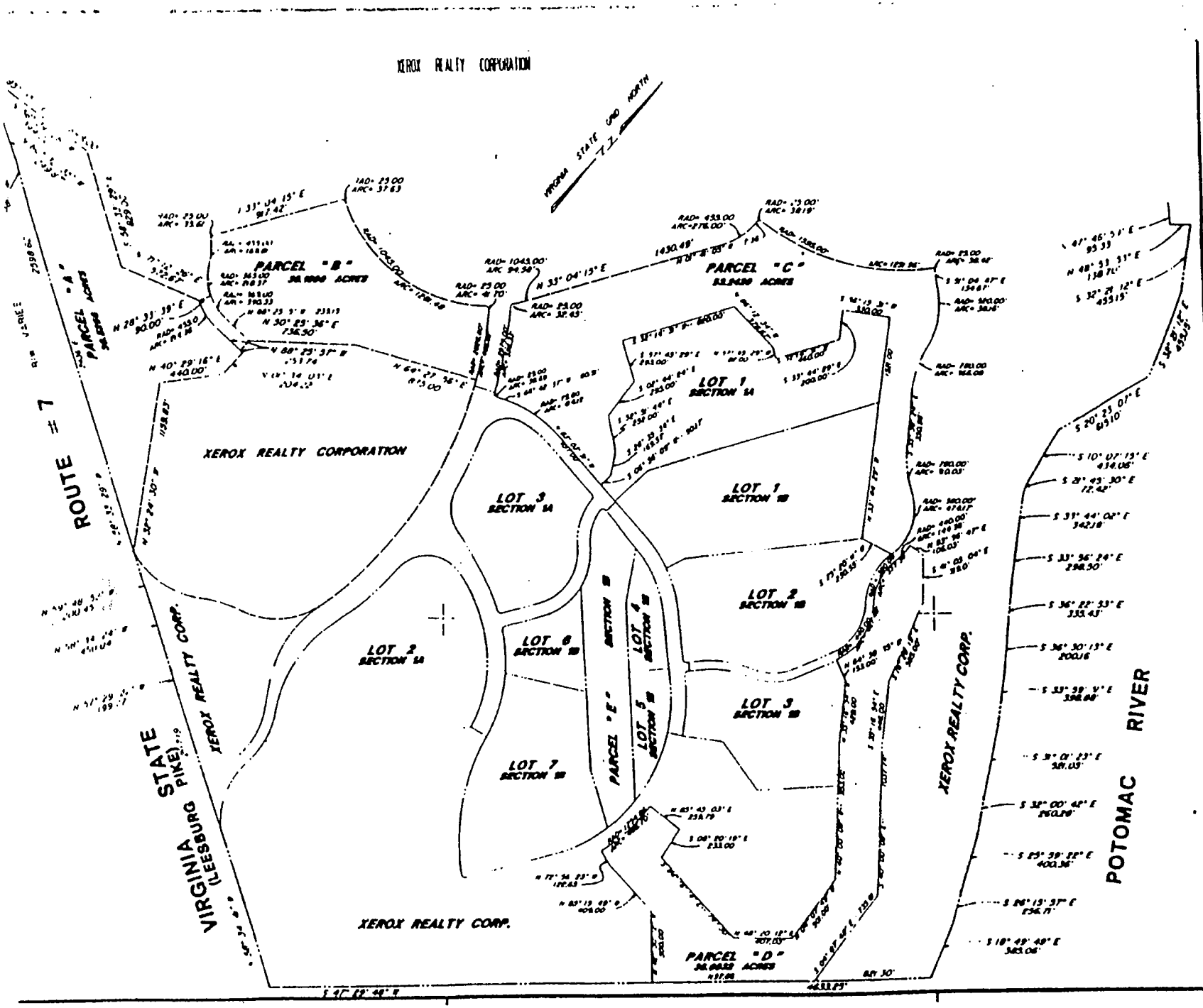
LINE TABLE

LINE #	BEARING	DISTANCE
1	N 58 34 41.3 W	2117.185
2	N 57 29 22.3 W	199.774
3	N 58 34 23.9 W	450.039
4	N 59 48 52.1 W	200.467
5	N 58 33 28.8 W	2398.616
6	N 57 10 10.8 W	350.383
7	N 60 32 35.4 W	249.870
8	N 58 34 26.4 W	1000.000
9	N 57 04 00.9 W	900.592
10	N 61 39 58.0 W	400.931
11	N 58 34 26.7 W	899.555
12	N 56 06 33.8 W	599.698
13	N 61 38 30.0 W	402.687
14	N 57 31 02.1 W	398.728
15	N 59 00 52.7 W	650.020
16	N 54 14 55.2 W	151.028
17	N 61 22 43.2 W	200.665
18	N 58 30 55.3 W	401.949
19	N 58 33 18.2 W	260.528
20	N 34 25 02.6 E	391.441
21	N 53 42 10.9 E	509.054
22	N 61 15 13.4 E	379.231
23	N 67 14 06.7 E	636.620
24	N 32 18 01.3 W	2044.467
25	N 25 00 27.0 E	368.477
26	N 83 12 32.0 E	1297.365
27	N 37 49 52.2 E	803.467
28	N 49 27 44.3 W	444.038
29	N 52 07 16.7 E	1158.731
30	N 37 07 57.5 W	128.277
31	N 37 55 54.0 W	128.464
32	N 59 30 20.8 W	180.524
33	N 42 26 04.3 E	719.055
34	S 51 03 45.8 E	212.578
35	N 84 81 55.6 E	346.706
36	S 88 31 47.3 E	4101.460
37	S 02 32 47.9 E	127.521
38	N 87 27 12.6 E	1186.280
39	N 82 58 23.8 E	1139.910
40	S 88 02 22.4 E	167.225
41	S 41 20 17.7 E	221.322
42	S 26 20 39.3 E	823.148
43	S 19 22 27.3 E	448.525
44	S 19 31 28.0 E	372.363
45	S 21 17 04.2 E	339.177
46	S 23 47 49.9 E	353.908
47	S 28 19 37.4 E	516.327
48	S 39 42 00.3 E	288.983
49	S 38 15 53.4 E	399.961
50	S 42 38 29.6 E	349.978
51	S 47 46 89.2 E	150.975
52	N 48 53 82.6 E	338.700
53	S 32 21 32.1 E	435.149
54	S 20 23 04.9 E	615.095
55	S 18 00 44.3 W	718.864
56	S 10 07 15.3 E	436.063
57	S 21 45 30.2 E	72.418
58	S 33 44 02.0 E	342.181
59	S 33 06 33.0 E	298.496
60	S 36 22 53.1 E	330.430
61	S 36 30 12.8 E	200.160
62	S 33 59 30.8 E	398.882
63	S 31 01 22.7 E	821.046
64	S 32 00 41.0 E	260.277
65	S 25 59 21.6 E	400.361
66	S 26 18 06.9 E	756.705
67	S 16 49 49.1 E	385.055
68	S 47 29 47.8 W	4633.346

christopher consultants

PLAT SHOWING
COVENANT RESTRICTIONS ON
LANSDOWNE
LOUDOUN COUNTY, VIRGINIA
DULLES ELECTION DISTRICT

SCALE: NONE
DATE: NOV 27, 1987
DRAWN:
CHECKED:
SHEET NO.
9 OF 10



christopher consultants

PLAT SHOWING
COVENANT RESTRICTIONS ON
LANSDOWNE
LOUDOUN COUNTY, VIRGINIA
DULLES ELECTION DISTRICT

SCALE: 1" = 400'
DATE: NOV 27, 1987
DRAWN: K.L.L.
CHECKED:
SHEET NO.
10 OF 10

AMENDMENT TO DECLARATION
FOR LANSDOWNE
ADDING COVENANT RESTRICTIONS PLAT
FOR LOT 3, SECTION 2A
AND GRANTING EASEMENTS

THIS AMENDMENT TO THE DECLARATION is made as of October 2, 1995, by **XEROX REALTY CORPORATION** ("Declarant"), a Delaware corporation, and **LANSDOWNE CONSERVANCY** ("Association"), a Virginia nonstock corporation.

RECITALS:

R-1. The Declarant executed the Declaration for Lansdowne, dated December 1, 1987 ("Initial Declaration") and caused such document to be recorded in Deed Book 970 at Page 1260 among the land records of Loudoun County, Virginia ("Land Records").

R-2. The Initial Declaration was amended and restated in its entirety in Deed Book 1176 at Page 004 among the Land Records; the Initial Declaration, as amended and restated is hereinafter referred to as the Declaration.

R-3. Lot 3, Section 2A was submitted to the Declaration by recordation of the Third Amendment to Declaration for Lansdowne Adding Additional Real Estate (Lot 3, Section 2A, Lot 1 and Lot 2, Section 2B, Lot B1 and Lot B6, Section 3A), dated February 18, 1993 ("Third Amendment Adding") and recorded in Deed Book 1219 at Page 1811 among the Land Records.

R-4. The Third Amendment Adding did not have a plat showing covenant restrictions attached, but did provide that the Declarant and the Board of Directors on behalf of the Association could further amend the Declaration without the consent of any other members (except the Owner of the affected land) in order to provide a plat of the land described on Exhibit 1 of the Third Amendment Adding to show the easements, buffers and setbacks benefiting the Association.

R-5. Sections 4.1 and 15.1 of the Declaration provide that the Declarant reserves the right unilaterally to record additional amendments to the Declaration subjecting any Lot to such additional covenants and restrictions as may be necessary to reflect the different characteristics of such Lot as are not inconsistent with the overall scheme of the Declaration; provided, however, that the Declarant shall not have such right after the conveyance of such Lot to an Owner other than the Declarant.

PLAT CAB B SLOT 317 PAGE 54

Box 8

R-6. The Declarant is the owner of the affected land, being the land acquired by the Declarant pursuant to a Deed recorded in Deed Book 882 at Page 1439.

R-7. The Declarant and the Association wish to amend the Declaration and the Third Amendment adding in order to add a covenant restrictions plat showing the easements, buffers and setbacks benefiting the Association on Lot 3, Section 2A.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00), cash in hand paid, receipt of which is hereby acknowledged, the Declarant and the Association, pursuant to the rights reserved to each of them pursuant to Sections 4.1 and 15.1 of the Declaration and in the Third Amendment Adding, do hereby amend the Declaration and the Third Amendment Adding to add the plat attached hereto as Exhibit 1 and entitled "PLAT SHOWING COVENANT RESTRICTIONS ON LOT 3, SEC. 2A, LANSDOWNE (LB-941)".

THIS DEED FURTHER WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) cash in hand paid, receipt of which is hereby acknowledged, the Declarant hereby grants to the Association the easements shown on the Covenant Restrictions Plat as shown on Exhibit 1 hereto.

IN WITNESS WHEREOF, the undersigned have caused the Amendment to be executed pursuant to due and proper authority as of the date first set forth above.

XEROX REALTY CORPORATION
a Delaware corporation

By: _____
Name: DAVID R. MCLELLAN
Title: PRESIDENT

LANSDOWNE CONSERVANCY
a Virginia nonstock corporation

By: _____
Name: _____
Title: _____

STATE OF VIRGINIA)
) ss:
COUNTY OF LOUDOUN)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that DAVID R MCLELLAN, as PRESIDENT of XEROX REALTY CORPORATION, whose name is signed to the foregoing Amendment to Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand on October 2, 1995.

_____
Notary Public

My commission expires: July 31, 1997

STATE OF VIRGINIA)
) ss:
COUNTY OF LOUDOUN)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that A. ROY WINDHAM, as PRESIDENT of LANSDOWNE CONSERVANCY, whose name is signed to the foregoing Amendment to Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand on October 2, 1995.

Laura L Brown
Notary Public

My commission expires: July 31 1997

RECORDED/W/CERT ANNEXED
4
95 OCT -2 PM 1:50
LOUDOUN CO, VA
TESTE: Richard Kidd, CLERK

VICINITY MA
(SCALE: 1" = 1000')

RECORDED/RECEIPT ATTACHED
95 OCT 2 PM 1:50
LOUDOUN CO, VA
TESTE: [illegible], CLERK

NOTES

1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON LOUDOUN
TAX MAP NO. # 62.

2. PROPERTY DELINEATED HEREON IS NOW IN THE NAME OF XEROX REALTY CORPORATION., AS RECORDED IN DEED BOOK 882 , AT
AMONG THE LAND RECORDS OF LOUDOUN COUNTY , VIRGINIA.

NOT A SUBDIVI
PLAT

COMMONWEALTH OF VIRGINIA
CLAUDE [illegible] III
No. 1620
aug. 18, 1995
LAND SURVEYOR

NOTES

1. THE PLAT SHOWS ONLY EASEMENTS AND RESTRICTIONS CREATED BY AND PURSUANT TO THE DECLARATION FOR LANSDOWNE.

2. LOCATION OF SETBACKS AND EASEMENTS:

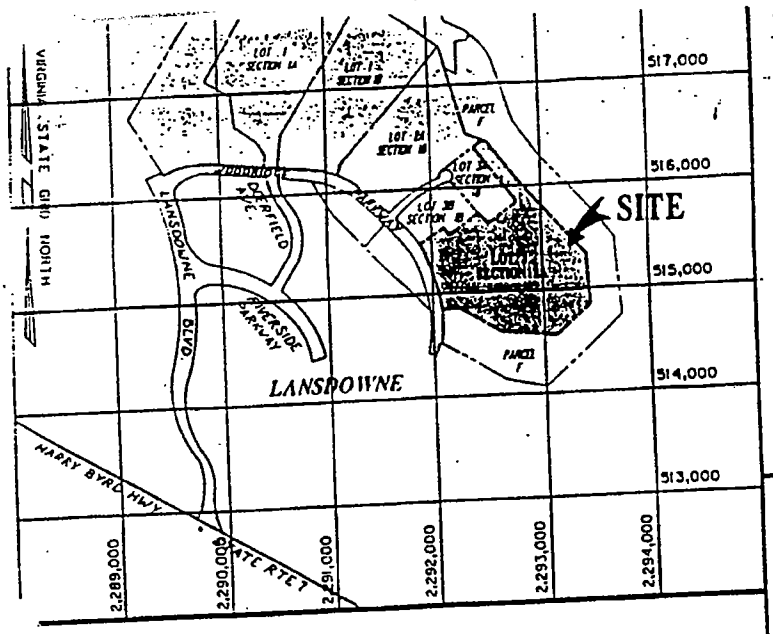
THE VARIOUS SETBACK LINES INDICATED ON THE PLAT ARE BUILDING AND PARKING RESTRICTION LINES. THE CONSERVANCY BUFFER INDICATES BOTH BUILDING AND PARKING LOT SETBACKS, UNLESS SPECIFICALLY INDICATED OTHERWISE. THE SETBACKS AND EASEMENTS ARE MEASURED FROM THE RIGHT OF WAY OF DEDICATED STREETS AND ADJACENT LOTS LINES. TO THE EXTENT THAT THE BOUNDARY OF A LOT OR THE ALIGNMENT OF A STREET IS ADJUSTED THE SETBACK LINES AND EASEMENTS ARE AUTOMATICALLY ADJUSTED ALONG THE RIGHT OF WAY OR ADJACENT LOT LINE WITHOUT FURTHER ACTION. THE SETBACK LINES AND EASEMENTS SHALL ALSO APPLY TO ANY RESUBDIVISION OF LOTS OR CONSOLIDATION OF LOTS. IF A NEW LOT LINE IS CREATED, THE SETBACK LINES AND EASEMENTS SHALL ABUT THE NEW LOT LINE. SUCH ADJUSTMENTS SHALL NOT AFFECT IMPROVEMENTS CONSTRUCTED PRIOR TO THE ADJUSTMENT. IF TWO LOTS ARE CONSOLIDATED, THE SETBACKS AND EASEMENTS SHALL CEASE TO EXIST ALONG THE LOT LINE WHICH PREVIOUSLY EXISTED BETWEEN THE TWO LOTS, EXCEPT AS NECESSARY TO PROVIDE UPKEEP FOR ANY UTILITIES, TRAILS, LANDSCAPING AND DECORATIVE FEATURES OR OTHER IMPROVEMENTS INSTALLED PRIOR TO THE CONSOLIDATION. THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL HAVE THE AUTHORITY TO MODIFY THE BOUNDARIES OF THE SETBACKS OR THE LOCATION OF ANY EASEMENTS GRANTED TO THE ASSOCIATION HEREIN OR THE GOLF COURSE PROTECTION EASEMENT (WITHOUT A VOTE OF ITS MEMBERS OR APPROVAL OF THE GOLF COURSE OWNER) WITH THE CONSENT OF THE OWNER OF THE AFFECTED LOT. THE OWNER OF THE AFFECTED LOT AND THE BOARD OF DIRECTORS MAY RECORD AN AMENDED PLAT RELOCATING THE SETBACKS AND EASEMENTS. THE VARIOUS SETBACKS ARE ALSO REFERRED TO IN THE ASSOCIATION DOCUMENTS AND DESIGN GUIDELINES AS "BUFFER ZONES" OR "BUFFERS". THE BUFFER ZONES SHALL BE MAINTAINED BY THE OWNER OF THE LOT IN A NATURAL STATE, EXCEPT FOR LIMITED GRADING, CLEARING, LANDSCAPING, UTILITIES, TRAILS, DRAINAGE, SIGNAGE OR IMPROVEMENTS APPROVED BY THE COVENANTS COMMITTEE FOR LANSDOWNE CONSERVANCY. OTHER PROVISIONS REGARDING SETBACKS OR BUFFER ZONES AND EASEMENTS CAN BE FOUND IN THE DESIGN GUIDELINES.

3. STREETSCAPE INSTALLATION AND MAINTENANCE EASEMENTS:

THE DECLARANT RESERVES TO ITSELF AND ITS SUCCESSORS AND ASSIGNS (DURING THE DEVELOPMENT PERIOD) AND GRANTS TO LANSDOWNE CONSERVANCY AND ITS SUCCESSORS AND ASSIGNS AN EASEMENT OVER AND THROUGH THE LOT WITHIN THE STREETSCAPE INSTALLATION AND MAINTENANCE EASEMENTS (SHOWN ON THE PLAT AS MAINTENANCE EASEMENTS) FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF LANDSCAPING AND DECORATIVE FEATURES ("STREETSCAPE") AND ASSOCIATED IRRIGATION AND DRAINAGE SYSTEMS AND LIGHTING. THE ASSOCIATION MAY INSTALL AND MAINTAIN SIGNAGE, PATHS AND TRAILS, FOOT BRIDGES, BENCHES, GAZEBOS, SHELTERS, DECORATIVE WALLS AND FENCES, ENTRY MONUMENTS, FOUNTAINS AND OTHER SIMILAR FEATURES WITHIN THE EASEMENT AREA. THE EASEMENT AREA SHALL ALSO BE AVAILABLE FOR PUBLIC OR PRIVATE UTILITIES AND DRAINAGE SERVING ADJACENT REAL ESTATE. AN EASEMENT IS GRANTED FOR ANY PERSON PROVIDING, INSTALLING, CONSTRUCTION, OPERATING, MAINTAINING, REPAIRING OR REPLACING ANY PUBLIC OR PRIVATE UTILITY OR DRAINAGE FACILITY WITHIN THE STREETSCAPE INSTALLATION AND MAINTENANCE EASEMENTS. UTILITIES MAY BE LOCATED WITHIN THE EASEMENT AREA AS PERMITTED BY THE DECLARANT, DURING THE DEVELOPMENT PERIOD, CONTEMPLATED ON A SITE PLAN APPROVED BY THE DECLARANT OR AS APPROVED BY THE BOARD OF DIRECTORS. THE FOREGOING EASEMENT SHALL INCLUDE THE RIGHT OF ACCESS AND THE RIGHT TO USE ADJOINING LAND AS NECESSARY DURING PERIODS OF CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR OR REPLACEMENT. THE ASSOCIATION SHALL PERFORM ALL UPKEEP (NOT OTHERWISE PROVIDED FOR IN SEPARATE RECORDED AGREEMENTS OR THE DESIGN GUIDELINES) WITHIN THE STREETSCAPE INSTALLATION AND MAINTENANCE EASEMENTS OTHER THAN THE ENTRY AREAS SERVING ONLY THE BURDENED LOT (INCLUDING WITHOUT LIMITATION UTILITY LINES, PAVEMENT, CURB AND GUTTER, ENTRY SIGNS, ETC. THAT SERVE ONLY THAT LOT).

4. TRAIL EASEMENT (NOT SHOWN):

IN ADDITION TO THE TRAIL EASEMENT SHOWN, THE DECLARANT HEREBY RESERVES TO ITSELF AND ITS SUCCESSORS AND ASSIGNS DURING THE DEVELOPMENT PERIOD AND GRANTS TO LANSDOWNE CONSERVANCY AND ITS SUCCESSORS AND ASSIGNS A FIFTEEN-FOOT WIDE TRAIL EASEMENT FOR PEDESTRIAN AND NON-MOTORIZED VEHICULAR USE AND INGRESS AND EGRESS ACROSS THE TRAIL. THE TRAIL EASEMENT MAY BE LOCATED ANYWHERE WITHIN THE BUFFER ZONES SHOWN ALONG WOODRIDGE PARKWAY. THE TRAIL EASEMENT SHALL BE USED FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT AND USE OF A TRAIL. THE TRAIL SHALL BE AVAILABLE FOR THE USE OF THE OWNERS AND OCCUPANTS OF LOTS IN LANSDOWNE. THE ASSOCIATION MAY ALSO GRANT ACCESS TO THE TRAILS TO NEIGHBORING PROPERTY OWNERS OR THE PUBLIC. THE TRAIL EASEMENT AREA SHALL BE FIFTEEN FEET WIDE WITHOUT REGARD TO THE ACTUAL WIDTH OF THE TRAIL. THE RIGHT TO USE ADJOINING LAND DURING PERIODS OF INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT. THE FOREGOING EASEMENT INCLUDES THE RIGHT OF ACCESS AND THE RIGHT TO USE ADJOINING LAND DURING PERIODS OF INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT. THE DECLARANT OR THE ASSOCIATION SHALL HAVE THE RIGHT TO CUT LIMBS OR REMOVE PLANTS IN THE EASEMENT AREA OR OTHERWISE REMOVE OBSTRUCTIONS FROM THE EASEMENT AREA. SUCH TRAIL IS COMMON AREA AND SHALL BE MAINTAINED BY THE ASSOCIATION.



VICINITY MAP
(SCALE: 1" = 1000')

NOTES

ERTY DELINEATED ON THIS PLAT IS LOCATED ON LOUDOUN COUNTY
NO. # 62.

LINEATED HEREON IS NOW IN THE NAME OF
T CORPORATION , AS RECORDED IN DEED BOOK 882 , AT PAGE 1439 ,
E LAND RECORDS OF LOUDOUN COUNTY , VIRGINIA.

NOT A SUBDIVISION PLAT

COMMONWEALTH OF VIRGINIA
CLAUDE V. JOHNSON III
No. 1620
LAND SURVEYOR
aug. 18, 1995

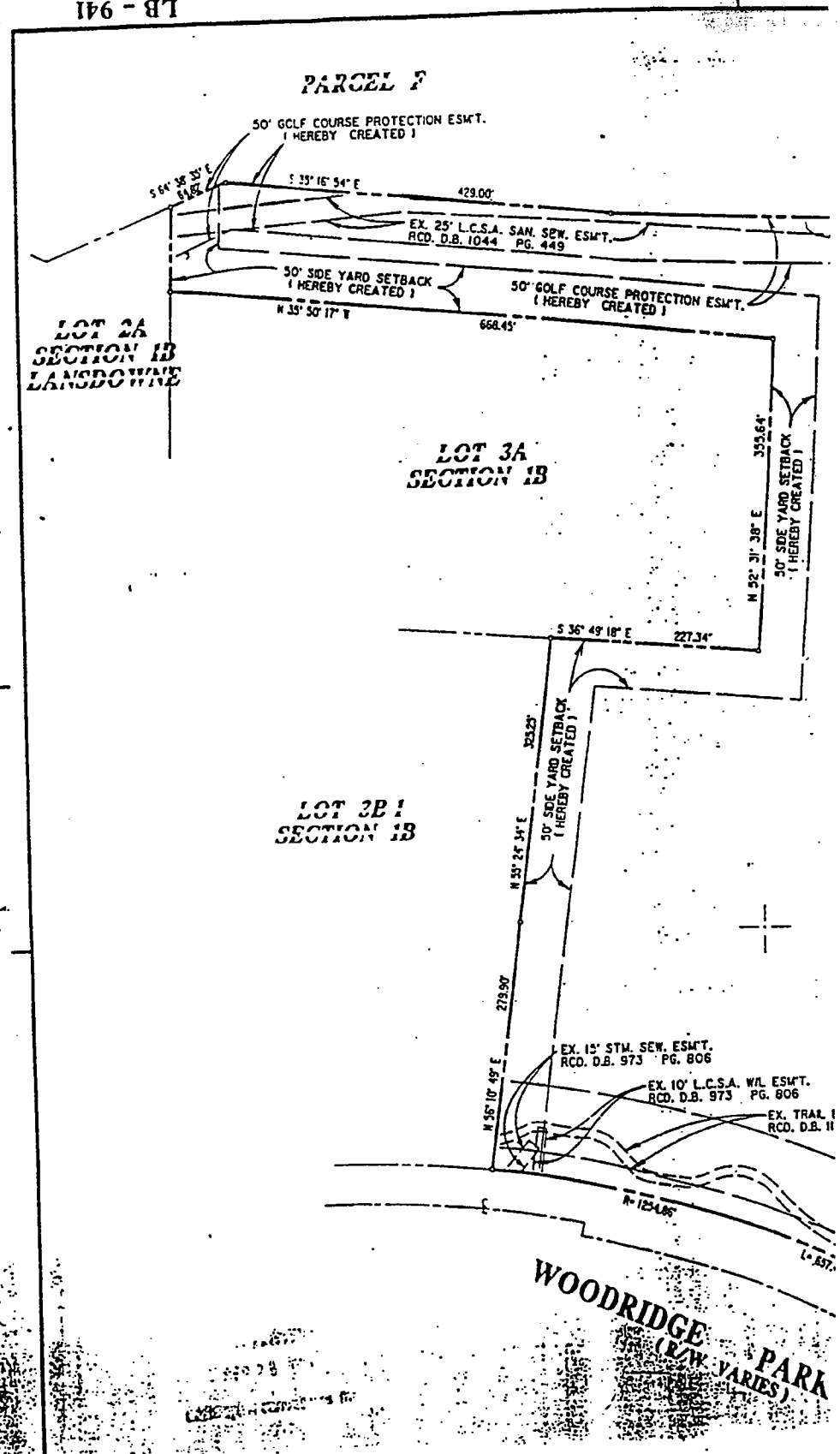
1392/529

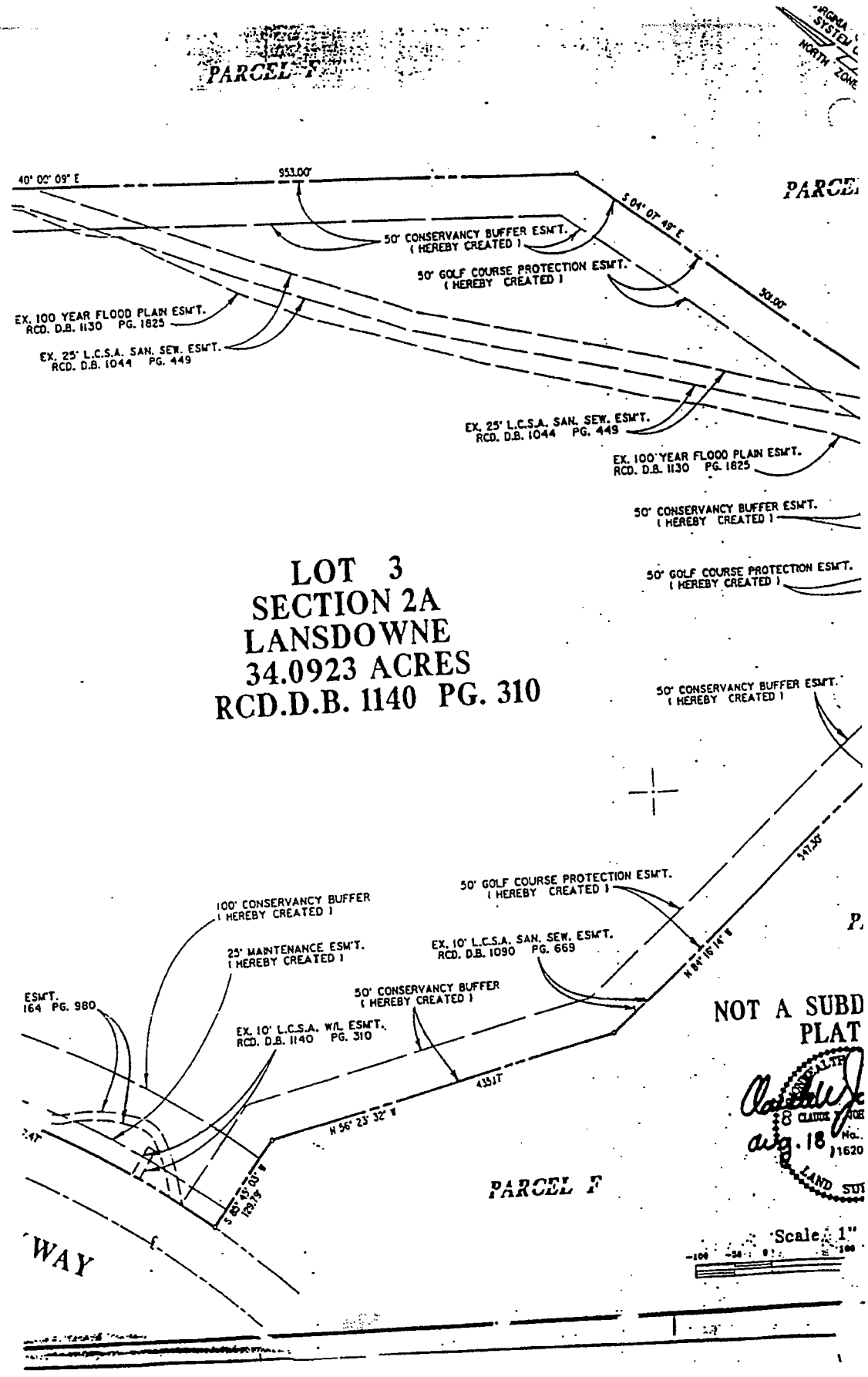
christopher consultants ltd.
engineering • surveying • planning
10 pidgeon hill drive suite 200
sterling va 20165
(703) 444 3707
metro 450-4966

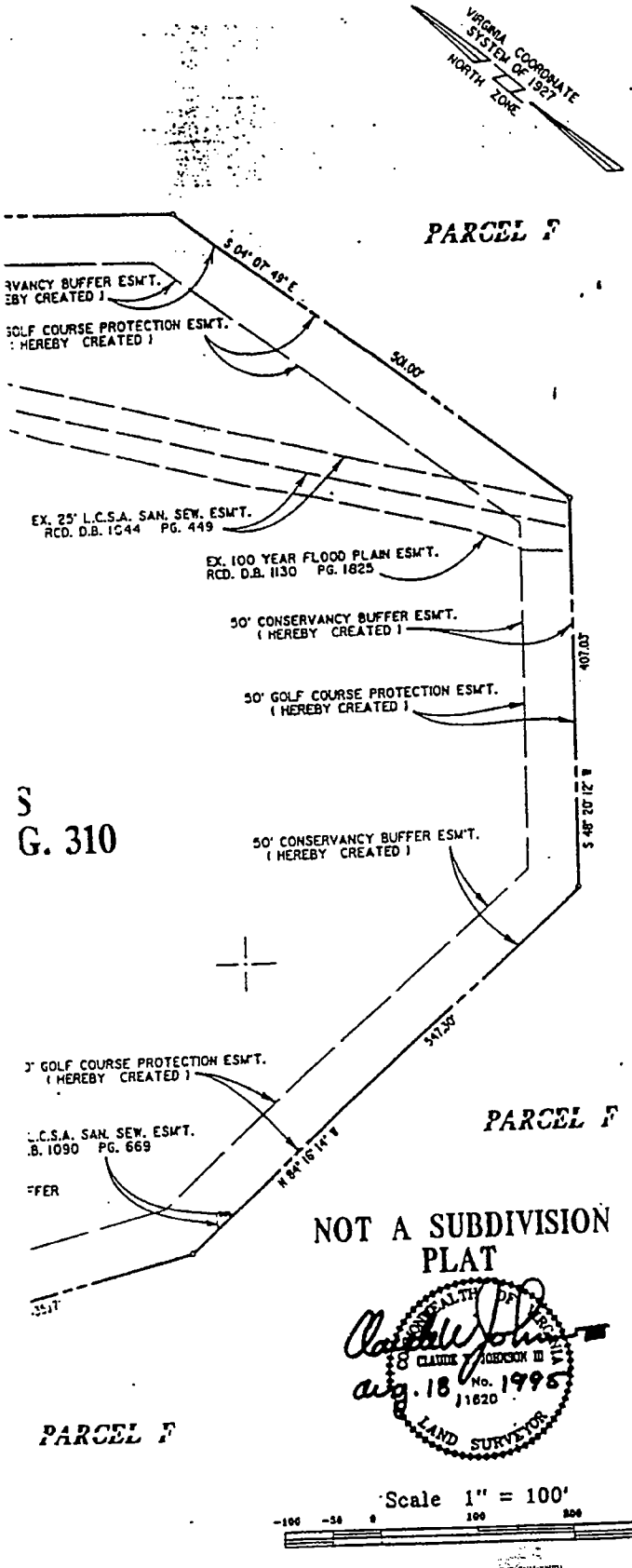
PLAT SHOWING
COVENANT RESTRICTIONS ON
LOT 3 , SECTION 2A
LANSDOWNE
BROAD RUN MAGISTERIAL DISTRICT LOUDOUN COUNTY, VIRGINIA

SCALE: AS SHO
DATE: 8 - 18
REVISED:
8/24/95
9/22/95
DRAWN:
CHECKED:
SHEET NO.
1 OF 2

LB - 941


PARCEL F
50' GOLF COURSE PROTECTION ESM'T.
(HEREBY CREATED)
S 35° 16' 54" E
429.00'
EX. 25' L.C.S.A. SAN. SEW. ESM'T.
RCD. D.B. 1044 PG. 449
50' SIDE YARD SETBACK
(HEREBY CREATED)
50' GOLF COURSE PROTECTION ESM'T.
(HEREBY CREATED)
N 35° 50' 17" W
668.45'
LOT 2A
SECTION 1B
LANSDOWNE
LOT 3A
SECTION 1B
355.64'
N 52° 31' 38" E
50' SIDE YARD SETBACK
(HEREBY CREATED)
S 36° 49' 18" E
227.34'
325.25'
50' SIDE YARD SETBACK
(HEREBY CREATED)
LOT 3B 1
SECTION 1B
N 55° 24' 34" E
279.90'
EX. 15' STM. SEW. ESM'T.
RCD. D.B. 973 PG. 806
EX. 10' L.C.S.A. W/L ESM'T.
RCD. D.B. 973 PG. 806
N 56° 10' 49" E
R= 1254.86'
WOODRIDGE PARK
(R/W VARIES)


PARCEL F
40° 00' 09" E
953.00'
S 04° 07' 49" E
501.00'
50' CONSERVANCY BUFFER ESM'T.
(HEREBY CREATED)
50' GOLF COURSE PROTECTION ESM'T.
(HEREBY CREATED)
EX. 100 YEAR FLOOD PLAIN ESM'T.
RCD. D.B. 1130 PG. 1825
EX. 25' L.C.S.A. SAN. SEW. ESM'T.
RCD. D.B. 1044 PG. 449
EX. 25' L.C.S.A. SAN. SEW. ESM'T.
RCD. D.B. 1044 PG. 449
EX. 100 YEAR FLOOD PLAIN ESM'T.
RCD. D.B. 1130 PG. 1825
50' CONSERVANCY BUFFER ESM'T.
(HEREBY CREATED)
50' GOLF COURSE PROTECTION ESM'T.
(HEREBY CREATED)
LOT 3
SECTION 2A
LANSDOWNE
34.0923 ACRES
RCD.D.B. 1140 PG. 310
50' CONSERVANCY BUFFER ESM'T.
(HEREBY CREATED)
547.30'
50' GOLF COURSE PROTECTION ESM'T.
(HEREBY CREATED)
100' CONSERVANCY BUFFER
(HEREBY CREATED)
25' MAINTENANCE ESM'T.
(HEREBY CREATED)
EX. 10' L.C.S.A. SAN. SEW. ESM'T.
RCD. D.B. 1090 PG. 669
N 84° 16' 14" W
ESM'T.
164 PG. 980
50' CONSERVANCY BUFFER
(HEREBY CREATED)
EX. 10' L.C.S.A. W/L ESM'T.
RCD. D.B. 1140 PG. 310
435.17'
N 56° 23' 32" W
S 85° 45' 03" W
129.79'
PARCEL F
WAY
NOT A SUBD
PLAT
Scale 1"



christopher consultants ltd
engineering • surveying • land planning
10 pidgeon hill drive suite 200
sterling va 20165
(703) 444-3701
metro 450-9665

PLAT SHOWING
COVENANT RESTRICTIONS ON
LOT 3, SECTION 2A
LANSDOWNE
BROAD RUN ELECTION DISTRICT LOUDOUN COUNTY, VIRGINIA BROAD RUN MAGISTERIAL DISTRICT

SCALE: 1" = 100'
DATE: 8 - 18 - 95
REVISED: 8/24/95
DRAWN: S.R.J.
CHECKED:
SHEET NO. 2 OF 2

B 327

29087

AMENDMENT TO SECOND AMENDED
AND RESTATED DECLARATION FOR LANSDOWNE

THIS AMENDMENT is made as of June 1, 1999, by LANSDOWNE CONSERVANCY, a Virginia nonstock corporation ("Conservancy").

RECITALS

1. The Second Amended and Restated Declaration for Lansdowne was recorded on August 20, 1998 in Deed Book 1601 at page 908 among the land records of Loudoun County, Virginia (the "Declaration").

2. Section 15.2 of the Declaration permits the Conservancy to amend the Declaration either by a Sixty-Seven Percent Vote of the members at a meeting or with the written consent of members entitled to cast sixty-seven percent of the total number of votes.

3. The required percentage of members has approved this Amendment in accordance with Section 15.2 of the Declaration as evidenced by the Certification of the President of the Conservancy attached hereto as Exhibit 1.

4. The Declarant has consented to the Amendment as evidenced by its signature hereto.

5. The Conservancy has complied with the provisions of Article 15 of the Declaration and wishes to make certain amendments to the Declaration as set forth herein.

NOW THEREFORE, pursuant to Article 15 of the Declaration, the Conservancy hereby amends the Declaration as follows:

Section 1.1 of the Declaration is hereby amended to delete subparagraph 21(f) in its entirety and substitute the following definition:

> (f) "Senior Lot" means any portion of the Property upon which the improvements constructed or to be constructed are primarily intended for use as a planned adult residential community with individually-owned residences occupied by persons fifty-five years of age or older (currently the

HAZEL & THOMAS, P.C.
44084 Riverside Parkway
Suite 300
Leesburg, VA 20176-5102

Box 2
JSB

"PD-AAAR" zoning district). Any portion of the Property which (i) has the same zoning as a Senior Lot, (ii) is subject to covenants dedicating such portion of the Property to the exclusive use of residents of one or more Senior Lots, and (iii) is not primarily intended for use as individually-owned residences, shall not be a Senior Lot, but such portion of the Property shall be subject to the Design Guidelines applicable to a Senior Lot and shall be deemed an appurtenance of the Senior Lots served by such Property. Each Senior Lot may be subjected to one or more condominium regimes and each separate condominium created on such portion of the Property shall constitute a separate "Senior Lot" and may be expanded and/or contracted as provided in the documents creating and governing such condominium.

Except as modified by this Amendment, all the terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Conservancy has caused this Amendment to be executed pursuant to due and proper authority as of the date first set forth above.

LANSDOWNE CONSERVANCY,
a Virginia nonstock corporation

By: _____
Name: Kevin J. Nicholas
Title: President

By: _____
Name: SECRETARY
Title: David R. McLellan

DECLARANT:

XEROX REALTY CORP.,
a Delaware corporation

By: _____
Name: DAVID R. MCLELLAN
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA)
) SS:
County OF Loudoun)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Kevin J. Nicholas, as President of LANSDOWNE CONSERVANCY, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on June 1, 1999

[SEAL]
Notary Public

My commission expires:

February 28, 2002

COMMONWEALTH OF VIRGINIA)
) SS:
County OF Loudoun)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that David R. McLellan, as Secretary of LANSDOWNE CONSERVANCY, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on June 1, 1999

[SEAL]
Notary Public

My commission expires:

February 28, 2002

Commonwealth OF Virginia)
) SS:
County OF Loudoun)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that David M. McLellan, President of XEROX REALTY CORP., whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on June 1, 1999.

[signature] (SEAL]
Notary Public

My commission expires:
February 28, 2002

Exhibit 1

CERTIFICATION OF ASSOCIATION PRESIDENT

TO APPROVAL BY MEMBERS OF AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION FOR LANSDOWNE

I, Kevin J. Nicholas, as President of Lansdowne Conservancy hereby certify by my signature hereto that the Board of Directors of the Conservancy has authorized and approved the foregoing Amendment to Second Amended and Restated Declaration for Lansdowne, in accordance with Section 15.2 of the Second Amended and Restated Declaration for Lansdowne, pursuant to a vote of the members of the Conservancy at a duly held meeting of the members on April 9, 1999 at which time 100% of the total number of votes present was cast in favor the Amendment.

June 1, 1999

Kevin J. Nicholas, President

J:\DATA\CLIENT\10\10601\3RDDAMD.DEC
5/25/99 01:00

RECORDER/W/CERT ANNEXED
99 JUN 14 PM 3:53
LOUDOUN CO, VA
TESTE: Richard Keh. CLERK

43899

BK 1824PG1573

SUPPLEMENTARY DECLARATION
FOR LANSDOWNE

THIS SUPPLEMENTARY DECLARATION FOR LANSDOWNE is made as of September 28th, 2000 by XEROX REALTY CORPORATION, a Delaware corporation ("Declarant").

RECITALS:

R-1. The Declarant executed the Declaration for Lansdowne ("Declaration") and caused such document to be recorded on December 7, 1987, in Deed Book 970 at Page 1260 among the land records of Loudoun County, Virginia ("Land Records"). The Declaration was amended and restated in Deed Book 1176 at Page 0004 and further amended and restated in Deed Book 1601 at Page 908 among the Land Records.

R-2. Article 4 of the Declaration permits the Declarant unilaterally to record additional covenants applicable to any portion of the Property in the nature of a "Supplementary Declaration", subjecting such portion to such additional covenants and restrictions as may be necessary to reflect the different characteristics of such portion from time to time until December 31, 2025.

R-3. The Declarant is the owner in fee simple absolute of certain real property described as Parcel O, Section 3A, Lansdowne, as the same appears duly dedicated, platted and recorded in Deed Book 1757 at Page 2454 among the land records of Loudoun County, Virginia ("Parcel O"), being a portion of the submitted Real Estate described in Exhibit A to the Declaration.

R-4. Section 1.1(21)(b) of the Declaration defines a "Corporate Center Lot" as "any Lot (i) containing, primarily, governmental or quasi-governmental office, office building, retail

FRXLIB-0046651.03-DMSTAGER

use, restaurant, hotel, health care, daycare or other nonresidential uses not otherwise expressly categorized in this Declaration, or (ii) existing or created upon the portion of the Property described as Corporate Center property in an amendment to this Declaration."

R-5. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to record this Supplementary Declaration to designate Parcel "O" as a "Corporate Center Lot" pursuant to Section 1.1(21)(b)(ii) of the Declaration.

NOW, THEREFORE, the Declarant hereby covenants and declares on behalf of itself and its successors and assigns:

1. From the date this Supplementary Declaration is recorded, Parcel "O" shall be treated as a Corporate Center Lot as defined in Section 1.1(21)(b) of the Declaration for all purposes under the Declaration. The foregoing designation shall be subject to the right of the Declarant or the Lansdowne Conservancy to amend the Declaration or record additional covenants applicable to a Lot or any portion thereof pursuant to the terms of the Declaration. Any such amendment to the Declaration may operate to change the designation of Parcel "O" as a Corporate Center Lot.

2. Any institutional lender, as defined in Section 1.1(23) of the Declaration, holding a first mortgage or first deed of trust on Parcel "O" shall be treated as a "Mortgagee" under the Declaration and shall have all rights of a "Mortgagee" under the Declaration. Such first deed of trust or first mortgage shall be considered a "Mortgage" under the Declaration.

3. Except as modified by this Supplementary Declaration, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

XEROX REALTY CORPORATION
a Delaware corporation

By: David R. McLellan
Name: DAVID R. McLELLAN
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF LOUDOUN)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that David R. McLellan, as President of XEROX REALTY CORPORATION, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on September 28, 2000.

Laura L. Brown [SEAL]
Notary Public

My Commission Expires: August 31, 2001

RECORDED/W/CERT ANNEXED

2000 SEP 29 PM 3:09

LOUDOUN CO. VA
TESTE: [illegible] CLERK

COMMONWEALTH OF VIRGINIA

(114:7-039 2/00)

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OFFICIAL RECEIPT
LOUDOUN CIRCUIT
DEED RECEIPT

DATE: 09/29/00 TIME: 15:29:51 ACCOUNT: 107CLR0000043899 RECEIPT: 0000003893
CASHIER: CLL REG: LJ41 TYPE: DEC PAYMENT: FULL PAYMENT
INSTRUMENT : 000043899 BOOK: 1824 PAGE: RECORDED: 09/29/00 AT 15:09
GRANTOR: XEROX REALTY CORP EX: N LOC: DD
GRANTEE: X ST: N PCT: 100%
AND ADDRESS : X X
RECEIVED OF : WALKER TITLE
CHECK : $16.00
DESCRIPTION 1: PAGES: 0
2: NAMES: 0
CONSIDERATION: .00 ASSUME/VAL: .00 MAP:

CODE	DESCRIPTION	PAID	CODE	DESCRIPTION	PAID
301	DEEDS	12.00	145	VSLF	1.00
104	TECHNOLOGY FUND FEE	3.00			

TENDERED : 16.00
AMOUNT PAID: 16.00
CHANGE AMT : .00

DC-18 (2/00)

CLERK OF COURT: GARY A. CLEMENS

AMENDMENT TO DECLARATION FOR LANSDOWNE ADDING ADDITIONAL REAL ESTATE

THIS AMENDMENT TO DECLARATION FOR LANSDOWNE is made as of June 29, 2000 by XEROX REALTY CORPORATION, a Delaware corporation ("Declarant") and LANSDOWNE CONSERVANCY, a Virginia non-stock corporation ("Conservancy").

RECITALS:

R-1. The Declarant executed the Declaration for Lansdowne ("Declaration") and caused such document to be recorded on December 7, 1987 in Deed Book 970 at Page 1260 among the land records of Loudoun County, Virginia ("Land Records"). The Declaration was amended and restated in Deed Book 1176 at Page 0004 and further amended and restated in Deed Book 1601 at Page 908 among the Land Records.

R-2. Article 4 of the Declaration permits the Declarant unilaterally to subject certain Additional Real Estate to the covenants, restrictions and easements in the Declaration and to the jurisdiction of the Lansdowne Conservancy ("Conservancy") from time to time until December 31, 2025.

R-3. The Declarant is the owner in fee simple absolute of certain real property (the "Property") described in Exhibit 1 hereto, being a portion of the Additional Real Estate described in Exhibit A to the Declaration.

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to subject those portions of the Additional Real Estate described herein to the Declaration and the jurisdiction of the Conservancy.

52

R-5. The Owner has operated the Property for many years and has provided all necessary Upkeep to the Property and the existing private access road connecting the Property to Leesburg Pike (Route 7.).

R-6. Because the existing private access road is being removed and access to the Property will be provided across publicly-dedicated streets, the Conservancy prefers not to undertake Upkeep of the private access road and wishes to have the Owner continue such Upkeep until the private access road is no longer used to access the Property.

R-7. The Owner is willing to provide all necessary Upkeep to the Property and the private access road until access is available over publicly-dedicated streets in return for a credit equal to the allocation of Common Expenses against the Property during such period.

NOW, THEREFORE, the Declarant hereby covenants and declares on behalf of itself and its successors and assigns:

1. Submission. The Property, being all of the real estate described in Exhibit 1 hereto, from the date this Amendment is recorded, shall be held, conveyed, acquired and encumbered subject to the terms and provisions of the Declaration, all of which shall run with the land and bind and inure to the benefit of all Persons who may now or hereafter own or acquire any right, title, estate or interest in or to any of such real estate, or who may now or hereafter occupy or enter upon any portion of such real estate, subject to the right of the Declarant or the Conservancy to amend the Declaration to add all or any portion of the Additional Real Estate not herein or heretofore added and the right of the Declarant and the Board of Directors on behalf of the Association (with the consent of the owner of the affected land) to further amend the Declaration without the consent of any other members to add a plat of the land described on Exhibit 1 hereto showing the easements, buffers, and setbacks benefiting the Conservancy.

2. Maintenance by Owner. Until such time as the Property is connected to Leesburg Pike (Route 7) at Route 659 or Route 641by publicly-dedicated streets, the Owner, at its sole cost and expense, shall provide for the Upkeep of the Property, the existing private access road all facilities and areas in connection with the Property which is otherwise required to be maintained by the Conservancy pursuant to Section 7.1 of the Declaration. Upon completion of the publicly-dedicated streets, the Conservancy shall automatically assume its obligations for Upkeep under Section 7.1 of the Declaration with respect to the Property.

3. Assessment Liability. The Property shall be assessed in accordance with Article 6 of the Declaration and this Article. As long as the Owner of the Property performs the Upkeep obligations set forth in paragraph 2 above and bears the financial burden which otherwise would fall upon the Conservancy, the value of such Upkeep shall be recognized by the Conservancy as in-kind payment of the Common Expenses allocated to the Property during the period of time that the Owner has no direct access to Conservancy-maintained roadways and performs such Upkeep. At such time as the publicly-dedicated streets are constructed and open for use by the Owner of the Property, the Conservancy shall automatically assume the Conservancy's obligations for Upkeep under Section 7.1 of the Declaration and the Property shall be subject to full assessment in accordance with Article 6 of the Declaration. Notwithstanding the recognition of in-kind payment for Common Expenses, the Owner of the Property shall at all times be subject to Special Assessments and the Emergency and Rescue Squad Fee imposed by the Conservancy pursuant to Sections 6.2(e) and 6.2(f) of the Declaration.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Property as expanded.

IN WITNESS WHEREOF, the Declarant and the Conservancy have caused this Amendment to be executed pursuant to due and proper authority as of the date first set forth above.

XEROX REALTY CORPORATION
a Delaware corporation

By: _____
Name: David R. McLellan
Title: President

LANSDOWNE CONSERVANCY
a Virginia non-stock corporation

By: _____
Name: Kevin Nicholas
Title: President

BK1793 PG0810
PG0818

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF LOUDOUN)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that David R. McLellan as President of XEROX REALTY CORPORATION, whose name is signed to the foregoing Amendment to Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on June 29, 2000.

Laura L. Barnes [SEAL]
Notary Public

My commission expires: August 31, 2001

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF LOUDOUN)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Kevin Nicholas as President of LANSDOWNE CONSERVANCY, whose name is signed to the foregoing Amendment to Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on June 29, 2000.

Laura L. Barnes [SEAL]
Notary Public

My commission expires: August 31, 2001

EXHIBIT 1

[Description of the Submitted Land]

christopher consultants, ltd.
engineering • surveying • land planning
10 pidgeon hill drive
suite 200
sterling, va 20165-6103
(703) 444-3707 fax (703) 444-0562

BK1793 PG0820

DESCRIPTION OF
LOT 1A, SECTION 8, LANSDOWNE
(EXCLUDING XEROX DRIVE)
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
JANUARY 15, 1999

Beginning at a southwestern corner of the tract herein described, said point being the northwest corner of the westerly portion of Parcel D, Lansdowne and being a point on the easterly line of Lot 1A1, Section 10A, Lansdowne.

Thence departing said Parcel D, Lansdowne and running with said Lot 1A1, Lansdowne, the following courses and distances;

N 43° 58' 00" W, 352.52 feet to an iron pipe found,

N 22° 25' 08" W, 731.72 feet to an iron pipe found,

N 19° 28' 08" E, 199.19 feet to an iron pipe found,

N 34° 17' 49" E, 560.61 feet to an iron pipe found,

N 54° 59' 55" E, 553.77 feet to an iron pipe found,

N 58° 34' 30" E, 203.00 feet to an iron pipe found,

N 80° 47' 20" E, 799.00 feet to an iron pipe found,

S 69° 28' 32", 116.36 feet to an iron pipe found,

S 58° 06' 23" E, 142.55 feet to an iron pipe found,

S 28° 04' 38" E, 481.97 feet to an iron pipe found,

S 00° 20' 02" E, 540.97 feet to a point, said point being an iron pipe found at the

DESCRIPTION OF
LOT 1A, SECTION 8
(EXCLUDING XEROX DRIVE)
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
JANUARY 15, 1999

Thence, departing said Lot 1A and running with Xerox Realty Corporation, the following courses and distances;

A distance of 676.43' along the arc of a curve to the left, said curve having a radius of 450.00', a central angle of 86° 07' 33" and a chord which bears S 22° 10' 13" 614.52' to an iron pipe found,

A distance of 549.71' along the arc of a curve to the right, said curve having a radius of 250.00', a central angle of 12° 59' 07" and a chord which bears S 02° 14' 26" E, 445.47' to an iron pipe found,

S 60° 45' 07" W, 869.48' to an iron pipe found,

S 66° 17' 07" W, 103.71' to an iron pipe found,

A distance of 293.26' along the arc of a curve to the left, said curve having a radius of 607', a central angle of 27° 40' 54" and a chord which bears S 46° 54' 44" W, 290.42' to an iron pipe found,

N 60° 44" 39' W, 775.32' to an iron pipe found,

N 43° 38" 00' W, 347.48' to the point of beginning.

CONTAINING 108.6411 ACRES OF LAND, MORE OR LESS

christopher consultants, ltd.
engineering • surveying • land planning
10 pidgeon hill drive
suite 200
sterling, va 20165-6103
(703) 444-3707 fax (703) 444-0562

BK 1793 PG 0822

BK 1793 PG 0822

DESCRIPTION OF
A PORTION OF
LOT 1A, SECTION 8
ADJACENT TO PARCEL D
LANSDOWNE
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
NOVEMBER 30, 1999

Beginning at the northwest corner of the property herein described, said point being the northeasterly corner of the westerly portion of Parcel D, Lansdowne.

Thence, departing said westerly portion of Parcel D and running through Lot 1A, Section 8, Lansdowne, S 60° 44' 37" E, 385.52 feet to a point, said point being the northwesterly corner of the easterly portion of Parcel D, Lansdowne.

Thence, running with the westerly line of the easterly portion of said Parcel D, the following courses and distances;

A distance of 98.94 feet along the arc of a curve to the right, said curve having a radius of 7,875.00 feet, a central angle of 00° 43' 12" and a chord which bears S 35° 04' 30" W, 98.94 feet to a point,

S 34° 43' 16" W, 271.34 feet to a point,

A distance of 138.41 feet along the arc of a curve to the right, said curve having a radius of 3,550.00 feet, a central angle of 02° 14' 02" and a chord which bears S 06° 35' 59" W, 138.40 feet to a point,

N 07° 43' 00" E, 53.75 feet to a point,

DESCRIPTION OF
A PORTION OF
LOT 1A, SECTION 8
ADJACENT TO PARCEL D
LANSDOWNE
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
NOVEMBER 30, 1999

S 79° 20' 43" E, 56.16 feet to a point,

A distance of 411.61 feet along the arc of a curve to the right, said curve having a radius of 455.00 feet, a central angle of 51° 49' 53" and a chord which bears S 53° 25' 46" E, 397.71 feet to a point,

S 27° 30' 49" E, 391.05 feet to a point,

S 61° 56' 18" W, 100.00 feet to a point,

N 27° 30' 49" W, 392.00 feet to a point,

A distance of 321.14 feet along the arc of a curve to the left, said curve having a radius of 355.00 feet, a central angle of 51° 49' 53" and a chord which bears N 35° 25' 46" W, 310.30 feet to a point,

N 79° 20' 43" W, 51.39 feet to a point,

A distance of 153.95 feet along the arc of a curve to the right, said curve having a radius of 2,050.00 feet, a central angle of 04° 18' 10" and a chord which bears S 10° 56' 48" W, 153.91 to a point,

S 13° 05' 53" W, 76.20 feet to a point,

A distance of 1,805.12 feet along an arc of a curve to the right, said curve having a radius of 1850.00 feet, a central angle of 55° 54' 21" and a chord which bears S 41° 03' 03" W, 1,734.36 feet to a point,

DESCRIPTION OF
A PORTION OF
LOT 1A, SECTION 8
ADJACENT TO PARCEL D
LANSDOWNE
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
NOVEMBER 30, 1999

S 69° 00' 14" W, 437.21 feet to a point,

A distance of 161.12 feet along the arc of a curve to the right, said curve having a radius of 750.00 feet, a central angle of 12° 18' 30" and a chord which bears S 75° 09' 30" W, 160.81 feet to a point, said point being the southwesterly corner of the easterly portion of said Parcel D, Lansdowne.

Thence, departing the easterly portion of said Parcel D, Lansdowne and running through said Lot 1A, Section 8, Lansdowne, N 28° 09' 48" W, 105.49 feet to a point, said point being the southeasterly corner of the westerly portion of said Parcel D, Lansdowne.

Thence, running with the easterly line of the westerly portion of said Parcel D, the following courses and distances;

A distance of 31.53 feet along the arc of a curve to the right, said curve having a radius of 675.00 feet, a central angle of 02° 40' 34" and a chord which bears N 80° 17' 42" E, 31.53 feet to a point,

A distance of 143.28 feet along the arc of a curve to the left, said curve having a radius of 650.00 feet, a central angle of 12° 37' 47" and a chord which bears N 75° 19' 07" E, 142.99 feet to a point,

N 69° 00' 14" E, 437.21 feet to a point,

A distance of 1,707.55 feet along the arc of a curve to the left, said curve having a radius

DESCRIPTION OF
A PORTION OF
LOT 1A, SECTION 8
ADJACENT TO PARCEL D
LANSDOWNE
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
NOVEMBER 30, 1999

of 1,750.00 feet, a central angle of 55° 54' 21" and a chord which bears N 41° 03' 03" E,

1,640.61 feet to a point,

N 13° 05' 53" E, 76.20 feet to a point,

A distance of 183.16 feet along the arc of a curve to the left, said curve having a radius of

1,950.00 feet, a central angle of 05° 22' 54" and a chord which bears N 10° 24' 26" E,

183.09 feet to a point,

N 07° 43' 00" W, 115.27 feet to a point,

A distance of 477.70 feet along the arc of a curve to the left, said curve having a radius of

3,450.00 feet, a central angle of 07° 56' 00" and a chord which bears N 03° 45' 00" E,

477.32 feet to a point,

A distance of 148.02 feet along the arc of a curve to the left, said curve having a radius of

262.61 feet, a central angle of 32° 17' 42" and a chord which bears N 16° 21' 49" W,

146.07 feet to the point of beginning.

CONTAINING 10.4133 ACRES OF LAND, MORE OR LESS

BK-1793 PG0826

christopher consultants, ltd.
engineering • surveying • land planning
10 pidgeon hill drive
suite 200
sterling, va 20165-6103
(703) 444-3707 fax (703) 444-0562

DESCRIPTION OF
A PORTION OF
LOT 1A SECTION 8
LANSDOWNE
LAND BAY "C"
XEROX DRIVE
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
FEBRUARY 6, 1996

Beginning at a point in the northerly right-of-way of Harry Byrd Highway, State Route 7 width varies and a corner to Xerox Realty Corporation.

Thence, departing Xerox Realty Corporation and running with Route 7 the following course and distance:

N 57° 03' 54" W, 114.94 feet to a point, in the line of Lansdowne Boulevard variable width.

Thence, departing Harry Byrd Highway, State Route 7 and running with Lansdowne Boulevard variable width 11.24 feet along the arc of a curve to the right; said curve having a radius of 70.00 feet, a central angle of 09° 11' 54", and a chord which bears N 06° 48' 39" E, 11.23 feet to a point.

Thence, departing Lansdowne Boulevard variable width N 71° 28' 49" E, 57.45 feet to a point,

115.65 feet along the arc of a curve to the right; said curve having a radius of 1061.86 feet, a central angle of 06° 14' 24", and a chord which bears N 74° 35' 53" E, 115.59 feet to a point,

325.92 feet along the arc of a curve to the left; said curve having a radius of 1950.00 feet,

DESCRIPTION OF
A PORTION OF
LOT 1A SECTION 8
LANSDOWNE
LAND BAY "C"
XEROX DRIVE
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
FEBRUARY 6, 1996

a central angle of 09° 35' 55", and a chord which bears N 72° 55' 48" E, 325.54 feet to a point,

N 68° 08' 31" E, 288.93 feet to a point,

235.07 feet along the arc of a curve to the right; said curve having a radius of 11049.99 feet, a central angle of 01° 13' 08", and a chord which bears N 68° 54' 05" E, 235.07 feet to a point,

N 69° 21' 39" E, 924.19 feet to a point,

113.05 feet along the arc of a curve to the right; said curve having a radius of 675.00 feet, a central angle of 09° 35' 47", and a chord which bears N 74° 09' 29" E, 112.92 feet to a point.

Thence, departing Lot 1A, Section 8 and running across said lot S 28° 09' 48" E, 105.49 feet to a point, in the line of Lot 1A, Section 8, Lansdowne.

Thence, running with Lot 1A, Section 8, Lansdowne the following courses and distances:

4.20 feet along the arc of a curve to the right; said curve having a radius of 750.00 feet, a central angle of 00° 19' 15", and a chord which bears S 81° 30' 17" W, 4.20 feet to a point,

123.17 feet along the arc of a curve to the left; said curve having a radius of 575.00 feet, a

DESCRIPTION OF
A PORTION OF
LOT 1A SECTION 8
LANSDOWNE
LAND BAY "C"
XEROX DRIVE
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
FEBRUARY 6, 1996

central angle of 12° 16' 22", and a chord which bears S 75° 29' 49" W, 122.93 feet to a point,

S 69° 21' 39" W, 942.19 feet to a point,

232.95 feet along the arc of a curve to the left; said curve having a radius of 10949.99 feet, a central angle of 01° 13' 08", and a chord which bears S 68° 45' 05" W, 232.95 feet to a point,

S 68° 08' 31" W, 288.93 feet to a point,

342.64 feet along the arc of a curve to the right; said curve having a radius of 2050.00 feet, a central angle of 09° 34' 35", and a chord which bears S 72° 55' 48" W, 342.24 feet to a point,

95.39 feet along the arc of a curve to the left; said curve having a radius of 961.86 feet, a central angle of 05° 40' 56", and a chord which bears S 74° 52' 38" W, 95.35 feet to the point of beginning.

CONTAINING 4.7283 ACRES OF LAND MORE OR LESS

RECORDED W/CERT ANNEXED
2000 JUN 29 PM 3:58
LOUDOUN CO. VA CLERK
TESTE:

AMENDMENT TO DECLARATION FOR LANSDOWNE

THIS AMENDMENT ("Amendment") is made as of the 24th day of August, 2001, by XEROX REALTY CORP., a Delaware corporation ("Declarant") and is consented to by LANSDOWNE COMMUNITY DEVELOPMENT LLC, a Virginia nonstock corporation ("Conservancy").

RETURN TO: Reed Smith Hazel & Thomas LLP
44084 Riverside Parkway, Suite 300
Leesburg, VA 20176-5102
Attn: Karen C. Fagelson

PREPARED BY: McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800
McLean, VA 22102-4215
Attn: Janet D. Jaworski, Esquire

RECITALS

1. The Declaration for Lansdowne was recorded on December 7, 1987 in Deed Book 970 at page 1260 among the land records of Loudoun County, Virginia ("Land Records"), as amended by the Amended and Restated Declaration for Lansdowne recorded on July 10, 1992 in Deed Book 1176 at page 84 among the aforesaid Land Records, and as further amended and restated by the Second Amended and Restated Declaration for Lansdowne recorded in Deed Book 1601 at Page 908 among the aforesaid Land Records (together the "Declaration").

2. Section 15.1 of the Declaration permits the Declarant during the "Development Period" to unilaterally amend any provision of the Declaration to satisfy the requirements of any government, governmental agency or Mortgagee.

3. The "Development Period" as defined in Section 1.1(16) of the Declaration provides in pertinent part that it includes the period up to the tenth anniversary of the date of recordation of the most recent amendment to the Declaration made by the Declarant adding Additional Real Estate (as defined in the Declaration). An Amendment to the Declaration for Lansdowne Adding Additional Real Estate dated December 1, 1999 was recorded on December 3, 1999 in Deed Book 1734 at page 1722 among the aforesaid Land Records. Therefore, the time of the Development Period has not expired.

4. The proffers or development conditions agreed to by the Declarant and Loudoun County for the development of Lansdowne require that two school sites be provided to the School Board of Loudoun County, Virginia ("School Board"), including the middle school site which is the subject of this Amendment ("Middle School Site").

5. The land comprising the Middle School Site has been subjected to the Declaration as part of the "Submitted Land" and is subject to the jurisdiction of the Conservancy.

6. As a condition to accepting the dedication of the Middle School Site, the School Board, as a governmental agency of Loudoun County, Virginia, is requiring that the Middle School Site be removed from the operation of the Declaration and the jurisdiction of the Conservancy.

7. In order to comply with the proffers and development conditions for Lansdowne and to satisfy the requirements of the School Board, the Declarant desires to amend the Declaration to withdraw the Middle School Site from the operation of the Declaration and the jurisdiction of the Conservancy.

8. The Middle School Site is owned by Lansdowne Community Development LLC, a Virginia limited liability company ("LCD") and LCD has requested that the Declarant amend the Declaration as set forth herein, to withdraw the Middle School Site from the operation of the Declaration and the jurisdiction of the Conservancy.

9. The Declarant has complied with the provisions of Section 15.1 of the Declaration and wishes to make certain amendments to the Declaration as set forth below to remove the Middle School Site from the operation of the Declaration and the jurisdiction of the Conservancy.

NOW THEREFORE, pursuant to Section 15.1 of the Declaration, the Declarant hereby amends Exhibit A to the Declaration to remove and withdraw the Middle School Site from the description of Submitted Land, as such Middle School Site land area is more specifically described in the metes and bounds description attached hereto as Exhibit 1 and incorporated herein by this reference. From the date this Amendment is recorded among the Land Records, the covenants, charges, restrictions, easements, liens and other provisions set forth in the Declaration shall no longer encumber the Middle School Site, and the Middle School Site shall no longer be subject to the jurisdiction of the Conservancy. If at any time Loudoun County requires that the Middle School Site be subject to the Declaration for Lansdowne, then the owner of the Middle School Site shall cooperate with Declarant in submitting the Middle School Site to the Declaration for Lansdowne, including, without limitation, executing an amendment to the Declaration adding the Middle School Site. If at any time the use of the Middle School Site changes, such that it is no longer used as a middle school or as an elementary school, then, at the Declarant's option, the Middle School Site may be subjected to the Declaration for Lansdowne and the then owner of the Middle School Site shall cooperate with Declarant in submitting the Middle School Site to the Declaration for Lansdowne, including, without limitation, executing an amendment to the Declaration adding the Middle School Site.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed pursuant to the due and proper authority as of the date first set forth above.

DECLARANT:

XEROX REALTY CORP.,
a Delaware corporation

By: _____
Name: David R. McLellan
Title: President

SEEN AND AGREED:

LANSDOWNE COMMUNITY DEVELOPMENT LLC

By: _____
Name: Leonard S. Mitchel
Title: President

[NOTARY ACKNOWLEDGMENTS TO FOLLOW]

STATE/COMMONWEALTH OF Virginia)
) SS:
CITY/COUNTY OF Loudoun)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that David R. McLellan, President of Xerox Realty Corp., whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on August 24, 2001.

(SEAL)
Notary Public

My commission expires: 8-31-04

STATE/COMMONWEALTH OF Virginia)
) SS:
CITY/COUNTY OF Loudoun)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Leonard S. Mitchel, President, Lansdowne Community Development LLC, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on August 28, 2001.

(SEAL)
Notary Public

My commission expires: My Commission Expires September 30, 2005

EXHIBIT 1

DESCRIPTION OF THE PROPERTY OF
LANSDOWNE COMMUNITY DEVELOPMENT, LLC
MIDDLE SCHOOL SITE
PARCEL "E"
TM #50 ((1)) PARCEL 1

Beginning at a point on a Westerly line of Oxford Capital Partners, Inc. (TM 62, Parcel 2A), as acquired in Deed Book 1834 at page 2153, among the land records of Loudoun County, Virginia, said point being a Southeasterly corner of this tract; thence

South 33° 03' 54" West 453.05 feet to a point being on the Northerly line of Belmont Ridge Road, 50 feet wide, thence running with said Belmont Ridge Road

South 81° 02' 46" West 9.24 feet to a point; thence

South 39° 01' 38" West 37.15 feet to a point; thence

Running with a curve to the left having an arc length of 46.76 feet a radius 51.00 feet and a chord bearing of South 12° 45' 45" West 45.14 feet to a point; thence

Running with a curve to the right having an arc length of 23.57 feet a radius of 29.00 feet and a chord bearing and distance of South 09° 55' 46" West 23.07 feet to a point; thence

Running with a curve to the right having an arc length of 191.11 feet a radius of 474.00 feet and a chord bearing and distance of South 44°36'55" West 189.82 feet to a point; thence

South 56° 09' 56" West 223.60 feet to a point; thence

Running with a curve to the right having an arc length of 106.30 feet a radius of 1074.00 feet and a chord bearing of South 59° 00' 04" West 106.26 feet to a point; thence

South 61° 50' 11" West 167.83 feet to a point; thence departing said Belmont Ridge Road

North 30° 40' 59" West 921.52 feet to a point; thence

North 32° 38' 11" West 390.86 feet to a point; thence

North 80° 16' 42" East 304.85 feet to a point; thence

North 20° 00' 00" East 351.92 feet to a point; thence

North 65° 00' 00" East 93.77 feet to a point; thence

South 70° 00' 00" East 241.48 feet to a point; thence

North 36° 10' 48" East 104.15 feet to a point; thence

North 20° 00' 00" East 452.45 feet to a point; thence

North 80° 38' 05" East 224.13 feet to a point; thence

South 55° 42' 11" East 83.48 feet to a point on a Westerly line of said of Oxford Capital Partners, Inc; thence running with said line

South 34° 17' 49" West 100.00 feet to a point; thence

South 19° 28' 08" West 199.19 feet to a point; thence

South 22° 25' 07" East 731.72 feet to a point; thence

South 43° 58' 00" East 197.88 feet to the point of beginning, containing 1,524,809 square feet or 35.00479 acres, more or less.

RECORDED/W/CERT ANNEXED
2001 AUG 30 PM 12: 28
LOUDOUN CO. VA
TESTE: Gary M. Clemens .CLERK

AMENDMENT TO DECLARATION FOR LANSDOWNE

THIS AMENDMENT TO DECLARATION FOR LANSDOWNE is made as of April 2, 2002, by LANSDOWNE CONSERVANCY, a Virginia nonstock corporation (the "Conservancy")(Grantor for indexing purposes), and XEROX REALTY CORPORATION, a Delaware corporation ("Declarant") (Grantor for indexing purposes).

RECITALS:

1. The Declarant executed the Declaration for Lansdowne and caused such document to be recorded on December 7, 1987 in Deed Book 970 at Page 1260 among the land records of Loudoun County, Virginia ("Land Records"). The Declaration for Lansdowne was amended and restated in Deed Book 1176 at Page 0004 and further amended and restated in Deed Book 1601 at page 908 among the Land Records and further amended from time to time (the "Declaration").

2. Article 15.2 of the Declaration provides that the Conservancy may amend the Declaration by at least a Two-thirds Vote of the members or with the written consent of members entitled to cast two-thirds of the total number of votes.

3. The Conservancy has complied with the provisions of Section 15.2 of the Declaration and wishes to amend the Declaration as set forth herein.

4. The required percentage of members has consented to this Amendment in accordance with Section 15.2 of the Declaration as evidenced by the Certification of the President of the Conservancy attached hereto as Exhibit A.

5. Pursuant to Section 15.2 of the Declaration, the Declarant joins in this Amendment to evidence its consent to the terms and conditions set forth herein.

NOW, THEREFORE, pursuant to Section 15.2 of the Declaration, the Conservancy hereby amends the Declaration as follows:

1. Section 9.1(d) of the Declaration is hereby deleted in its entirety and the following substituted in lieu thereof:

> (d) Authority. The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis; provided however that, during the Development Period, no powers, duties or authority of the Covenants Committee may be modified, diminished, or eliminated in any manner whatsoever without the prior written approval of the Declarant, including without limitation, the power and authority to grant waivers and exceptions from the Design Guidelines. The Covenants Committee shall carry out its duties and exercise its powers and authority in accordance with Subsections 12.1(i) and (j) hereof and in the manner provided for in the Rules and Regulations adopted by the Board of Directors or by resolution of the Board of Directors; provided, however, that, during the Development Period any such rules and regulations or resolutions must have the prior written approval of the Declarant. The Covenants Committee shall act on all matters properly before it within forty-five

Reed Smith LLP
3110 Fairview Park Drive, Suite 1400
PO Box 12001
Falls Church, Virginia 22042

(BOX 21) (SB) (601601-00018)

days; failure to do so within the stipulated time shall constitute an automatic referral to the Board of Directors.

2. Subparagraph (f) is hereby added to Section 9.1 of the Declaration as follows:

Notwithstanding anything in this Declaration to the contrary, during the Development Period, the Initial Construction Subcommittee (or if there is no Initial Construction Subcommittee, the Covenants Committee) shall have the power and authority to adopt design guidelines establishing design standards for all new construction and modifications to existing improvements within any portion of the Property, to amend any design guidelines applicable to the Property, including without limitation, any design guidelines adopted or approved by the Board of Directors or Covenants Committee prior to the date hereof, and to issue exceptions, interpretations or waivers of the requirements contained in such design guidelines; provided, however, that no design guidelines administered by the Initial Construction Subcommittee shall be enforced against an Owner which are more restrictive than those in effect when the Owner purchased the Lot. Further, notwithstanding anything in this Declaration to the contrary during the Development Period, the Initial Construction Subcommittee (or if there is no Initial Construction Subcommittee, the Covenants Committee) shall have the power and authority to adopt construction guidelines governing construction activities at the Property, to amend such construction guidelines and to issue exceptions, interpretations or waivers of the construction guidelines; provided, however, that no construction guidelines administered by the Initial Construction Subcommittee shall be enforced against an Owner which are more restrictive than those in effect when the Owner purchased the Lot. During the Development Period, the Board of Directors shall not adopt, amend or approve design guidelines, construction guidelines, amendments thereto or waivers or exceptions from the requirements thereof without the prior written approval of the Declarant.

3. Section 7.1 of the Declaration is hereby amended to delete the last sentence of subparagraph (d) and to substitute the following in lieu thereof:

To the extent required and permitted by Loudoun County or any other applicable governmental authority, the Association shall provide maintenance for any area of the community, including without limitation, extrinsic structures such as tunnels or other improvements located within rights-of-way. The Association shall enter into such agreements as may be required by Loudoun County or the applicable governmental authorities to provide for such maintenance; however, the Association shall be entitled to allocate the cost of such maintenance to one or more Owners in the nature of a Limited Common Expense pursuant to Section 6.1(b)(3), if appropriate.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Conservancy and the Declarant have caused this Amendment to be executed pursuant to due and proper authority as of the date set forth above.

LANSDOWNE CONSERVANCY, a
Virginia nonstock corporation

By: _____
Name: Kevin J. Nicholas
Title: President

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF LOUDOUN)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Kevin J. Nicholas as President of LANSDOWNE CONSERVANCY, whose name is signed to the foregoing Amendment to Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on April 2, 2002.

_____ [SEAL]
Notary Public

My commission expires: February 28, 2006

XEROX REALTY CORPORATION
a Delaware corporation

By: _____
Name: David R. McLellan
Title: President

Commonwealth OF Virginia)
) ss:
County OF Loudoun)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that David R. McLellan as President of XEROX REALTY CORPORATION, whose name is signed to the foregoing Amendment to Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on April 2, 2002.

_____ [SEAL]
Notary Public

My commission expires: February 28, 2006

Exhibit 1

CERTIFICATION OF CONSERVANCY PRESIDENT

TO APPROVAL BY MEMBERS OF AMENDMENT TO DECLARATION FOR LANSDOWNE

I, Kevin J. Nicholas, as President of Lansdowne Conservancy hereby certify by my signature hereto that the Board of Directors of the Conservancy has authorized and approved the foregoing Amendment to the Declaration for Lansdowne, in accordance with Section 15.2 of the Declaration for Lansdowne, pursuant to the written consent of members entitled to cast at least two-thirds of the total number of votes in the Association as evidenced by the attached Consent and Ratification of Owner.

April 2, 2002

Kevin J. Nicholas, President

CONSENT AND RATIFICATION OF OWNER TO
AMENDMENT TO DECLARATION FOR LANSDOWNE
(Approving)

THIS CONSENT AND RATIFICATION is made as of April 2, 2002, by XEROX REALTY CORPORATION (hereinafter referred to as "Owner").

WHEREAS, Owner is the Declarant under the Second Amended and Restated Declaration for Lansdowne Conservancy recorded among the land records of Loudoun County, Virginia ("Land Records") in Deed Book 1601 at Page 908 and holds 13,651 votes in the Association;

WHEREAS, the Board of Directors of Lansdowne Conservancy has approved and recommended approval by the Owners the foregoing Amendment to Declaration for Lansdowne; and

WHEREAS, as the Declarant and a member of the Conservancy, Owner wishes to consent to and approve the Amendment to Declaration for Lansdowne in the form recommended by the Board of Directors;

NOW, THEREFORE, Owner does hereby approve, ratify and consent to the foregoing Amendment to Declaration for Lansdowne.

IN WITNESS WHEREOF, the undersigned has caused this consent to be executed as of the date first set forth above.

Owner/Declarant:

XEROX REALTY CORPORATION

By: David R. McLellan
Name: David R. McLellan
Title: President

COMMONWEALTH OF VIRGINIA)
)ss:
CITY/COUNTY of Loudoun)

The undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that David R. McLellan, whose name is signed to the foregoing Consent of Owner as President of Xerox Realty Corporation has acknowledged the same before me in the aforesaid jurisdiction on behalf of the Owner.

GIVEN under my hand and seal on April 2, 2002.

[SEAL]
Notary Public

My commission expires: February 28, 2006

RECORDED/W/CERT ANNEXED
2002 APR 26 AM 10:04
LOUDOUN CO. VA
TESTE: , CLERK

99586

BK2337PG0609

AMENDMENT TO DECLARATION
FOR LANSDOWNE ADDING ADDITIONAL REAL ESTATE

THIS AMENDMENT TO DECLARATION FOR LANSDOWNE is made as of November 21, 2002, by XEROX REALTY CORPORATION, a Delaware corporation ("Declarant").

RECITALS:

1. The Declarant executed the Declaration for Lansdowne ("Declaration") and caused such document to be recorded on December 7, 1987 in Deed Book 970 at Page 1260 among the land records of Loudoun County, Virginia ("Land Records"). The Declaration was amended and restated in Deed Book 1176 at Page 0004 and further amended and restated in Deed Book 1601 at page 908 among the Land Records.

2. Article 4 of the Declaration permits the Declarant unilaterally to subject certain Additional Real Estate to the covenants, restrictions and easements in the Declaration and to the jurisdiction of the Lansdowne Conservancy ("Conservancy") from time to time until December 31, 2025.

3. The Declarant is the owner in fee simple absolute of certain real property described in Exhibits A, A-1, A-2 and A-3 hereto being a portion of the Additional Real Estate described in Exhibit A to the Declaration.

4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to subject those portions of the Additional Real Estate described herein to the Declaration and the jurisdiction of the Conservancy.

NOW, THEREFORE, the Declarant hereby covenants and declares on behalf of itself and its successors and assigns:

1. Submission. All of the real estate described in Exhibits A, A-1, A-2 and A-3 hereto shall, from the date this Amendment is recorded, be held, conveyed, acquired and encumbered subject to the terms and provisions of the Declaration as amended, all of which shall run with the land and bind and inure to the benefit of all Persons who may now or hereafter own or acquire any right, title, estate or interest in or to any of such real estate, or who may now or hereafter occupy or enter upon any portion of such real estate, subject to the right of the Declarant or the Conservancy to amend the Declaration to add all or any portion of the Additional Real Estate not herein or heretofore added and the right of the Declarant and the Board of Directors on behalf of the Conservancy (with the consent of the owner of the affected land) to further amend the Declaration without the consent of any other members to add plat(s) of the land described on Exhibits A, A-1, A-2 and A-3 hereto showing the easements, buffers, and setbacks benefiting the Conservancy.

6 PIN #s - 15- 9362
-02-18-1672

Return to Walker Title TFO W020045 Box 41

2. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Property as expanded.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed pursuant to due and proper authority as of the date set forth above.

XEROX REALTY CORPORATION
a Delaware corporation

By: David R. McLellan
Name: David R. McLellan
Title: President

State OF Virginia)
) ss:
County OF Loudoun)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that David R. McLellan as President of XEROX REALTY CORPORATION, whose name is signed to the foregoing Amendment to Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on November 21, 2002.

[SEAL]
Notary Public

My commission expires: 7-31-05

DESCRIPTION OF
LANSDOWNE – LANDBAY "C"
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
August 21, 2002

Beginning at a point at the convergence of Belmont Ridge Road (width varies) and in the southerly right-of-way line of Riverside Parkway (width varies).

Thence departing Belmont Ridge Road and running with said right-of-way line of Riverside Parkway

S 28° 09' 48" E 20.72 feet to a point in said right-of-way line of Riverside Parkway and a corner to Lansdowne – Parcel D.

Thence departing Riverside Parkway and running with the southerly line of Lansdowne – Parcel D

S 28° 09' 48" E 168.18 feet (said line is 1.00 feet south of and parallel to the southerly right-of-way line of Riverside Parkway) to a point in said right-of-way line of Riverside Parkway.

Thence departing Lansdowne – Parcel D and running with said right-of-way line of Riverside Parkway the following sixteen (16) courses and distances:

S 21° 19' 14" E 92.33 feet to a point,

S 28° 09' 48" E 120.57 feet to a point

S 29° 52' 54" E 200.09 feet to a point

S 28° 09' 48" E 29.79 feet to a point

S 30° 30' 37" E 122.11 feet to a point

EXHIBIT A

S 28° 09' 48" E 297.09 feet to a point

S 21° 19' 14" E 41.97 feet to a point

S 28° 09' 48" E 263.74 feet to a point

89.31 feet along the arc of a curve to the left; said curve having a radius of 2145.00 feet, a central angle of 02° 23' 08" and a chord which bears S 29° 21' 22" E 89.30 feet to a point,

S 34° 30' 25" E 120.67 feet to a point,

431.34 feet along the arc of a curve to the left; said curve having a radius of 2173.29 feet, a central angle of 11° 22' 18" and a chord which bears S 39° 24' 01" E 430.63 feet to a point, S 38° 02' 08" E 28.76 feet to a point, 360.85 feet along the arc of a curve to the left; said curve having a radius of 2145.00 feet, a central angle of 09° 38' 19" and a chord which bears S 50° 54' 03" E 360.42 feet to a point,

S 57° 45' 22" E 60.39 feet to a point,

N 33° 04' 15" E 0.03 feet to a point,

518.55 feet along the arc of the curve to the left; said curve having a radius of 2173.29 feet, a central angle of 13° 40' 15" and a chord which bears S 63° 45' 52" E 517.32 feet to a point in said right-of-way line of Riverside Parkway and a corner to Lansdowne – Parcel F.

Thence departing said right-of-way line of Riverside Parkway and running with the westerly lines of Lansdowne – Parcel F the following five (5) courses and distances:

S 71° 12' 26" W 587.20 feet to a point,

N 56° 54' 53" W 266.51 feet to a point,

N 66° 14' 22" W 632.24 feet to a point,

S 85° 35' 56" W 488.00 feet to a point,

S 29° 13' 15" W 210.88 feet to a point,

At the southwesterly corner of Lansdowne – Parcel F and in the northerly right-of-way line of State Route 7 – Harry Byrd Highway (width varies).

Thence departing Lansdowne – Parcel F and running with said right-of-way line of State Route 7 N 58° 34' 26" W 745.19 feet to a point at the convergence of said right-of-way line of State Route 7 and the easterly lines of a future interchange.

Thence departing said right-of-way line of State Route 7 and running with the easterly right-of-way lines of a future interchange the following four (4) courses and distances:

N 31° 25' 34" E 10.00 feet to a point,

562.45 feet along the arc of a curve to the right; said curve having a radius of 459.00 feet, a central angle of 70° 12' 32" and a chord which bears N 23° 28' 11" W 527.91 feet to a point,

331.32 feet along the arc of a curve to the left; said curve having a radius of 495.00 feet, a central angle of 38° 20' 59" and a chord which bears N 07° 32' 25" W 325.17 feet to a point,

604.64 feet along the arc of a curve to the right; said curve having a radius of

459.00 feet, a central angle of 75° 28' 30" and a chord which bears N 11° 01' 21" E 561.86 feet to a point at the convergence of said right-of-way lines of a future interchange and the aforementioned Belmont Ridge Road.

Thence departing said right-of-way lines of a future interchange and running with the easterly right-of-way lines of Belmont Ridge Road the following five (5) courses and distances:

524.25 feet along the arc of a curve to the right; said curve having a radius of 2825.99 feet, a central angle of 10° 37' 44" and a chord which bears N 54° 04' 29" E 523.50 feet to a point,

55.11 feet along the arc of a curve to the right; said curve having a radius of 220.00 feet, a central angle of 14° 21' 08" and a chord which bears N 66° 33' 54" E 54.96 feet to a point,

49.18 feet along the arc of a curve to the left; said curve having a radius of 230.00 feet, a central angle of 12° 15' 04" and a chord which bears N 67° 36' 54" E 49.09 feet to a point,

346.91 feet along the arc of a curve to the right; said curve having a radius of 2813.99 feet, a central angle of 07° 03' 48" and a chord which bears N 65° 01' 13" E 346.69 feet to a point,

65.41 feet along the arc of a curve to the right; said cure having a radius of 45.00 feet, a central angle of 83° 16' 54" and a chord which bears S 69° 48' 19" E 59.80 feet to the point of beginning.

CONTAINING 72.4441 ACRES OF LAND MORE OR LESS.

EXHIBIT A-1

Route 7/641 Dedication Area

DESCRIPTION OF
A PORTION OF
THE LAND OF
XEROX REALTY CORPORATION
LANSDOWNE
(CLOVERLEAF PARCEL)
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
MAY 16, 2002

Beginning at the westerly corner of the tract herein described; said point being on the northerly variable width right-of-way line of Harry Byrd Highway, State Route 7 in a corner to Parcel O, Section 3A, Lansdowne.

Thence, departing the said right-of-way line of Harry Byrd Highway, State Route 7 and running with said Parcel O the following metes and bounds:

The distance of 588.04 feet on the arc of a curve to the left; said curve having a radius of 613.65 feet, a central angle of 54° 54' 14", and a chord which bears N 82° 27' 09" E, 565.79 feet to a point.

Thence, the distance of 257.07 feet on the arc of a curve to the right; said curve having a radius of 703.00 feet, a central angle of 20° 57' 06", and a chord which bears N 65° 28' 35" E, 255.64 feet to a point.

Thence, continuing with Parcel O and with the same line extended Parcel N Section 3A, Lansdowne the distance of 633.83 feet on the arc of a curve to the left; said curve having a radius of 575.00 feet, a central angle of 63° 09' 29" and a chord which bears N 44° 22' 23" E, 602.22 feet to a point; said point being on the westerly right-of-way line of Lansdowne Boulevard.

EXHIBIT
A-1

Thence, departing said Parcel N and running with the aforesaid right-of-way of Lansdowne Boulevard the following metes and bounds:

the distance of 66.78 feet on the arc of a curve to the left; said curve having a radius of 2826.00 feet, a central angle of 01° 21' 14", and a chord which bears S 13° 28' 16" W, 66.78 feet to a point;

the distance of 626.32 feet on the arc of a curve to the left; said curve having a radius of 797.28 feet, a central angle of 45° 00' 36", and a chord which bears S 08° 21' 25" E, 610.34 feet to a point.

Thence, S 30° 51' 43" E, 173.78 feet to a point.

Thence, the distance of 31.31 feet on the arc of a curve to the right; said curve having a radius of 561.00 feet, a central angle of 03° 11' 51", and a chord which bears S 29° 15' 48" E, 31.30 feet to a point.

Thence, S 20° 44' 12" E, 59.37 feet to a point.

Thence, the distance of 200.63 feet on the arc of a curve to the right; said curve having a radius of 546.46 feet, a central angle of 21° 02' 08", and a chord which bears S 09° 20' 06" E, 199.50 feet to a point;

S 13° 25' 32" W, 127.56 feet to a point;

the distance of 276.13 feet on the arc of a curve to the right; said curve having a

radius of 173.00 feet, a central angle of 88° 28' 14", and a chord which bears S 57° 39' 36" W, 241.37 feet to a point; said point being on the aforesaid northerly right-of-way line of Harry Byrd Highway, State Route 7.

Thence, departing said right-of-way line of Lansdowne Boulevard and running with said right-of-way of Harry Byrd Highway, State Route 7 the following metes and bounds:

N 58° 34' 41" W, 407.45 feet to a point.

Thence, N 57° 29' 22" W, 199.77 feet to a point.

Thence, N 58° 34' 24" W, 450.04 feet to a point.

Thence, N 59° 48' 52" W, 200.45 feet to a point.

Thence, N 58° 33' 29" W, 162.46 feet to the point of beginning.

CONTAINING 16.5665 ACRES OF LAND.

BOUNDARY INFORMATION WAS COMPILED FROM EXISTING LAND RECORDS AND IS NOT A RESULT OF A FIELD RUN SURVEY.

EXHIBIT A-2

Route 7/659 Dedication Area

christopher consultants
engineering · surveying · land planning

DESCRIPTION OF
A PORTION OF
THE LAND OF
XEROX REALTY CORPORATION
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
(TAX MAP 62 – PARCEL 2A)
SEPTEMBER 16, 2002

Beginning at a point in the northerly right-of-way line of Virginia State Route 7 – Harry Byrd Highway (R/W varies) and corner to the easterly right-of-way line of Belmont Ridge Road (R/W varies).

Thence departing said right-of-way line of Virginia State Route 7 and running with said right-of-way line of Belmont Ridge Road the following five (5) courses and distances:

N 26° 18' 18" E 101.67 feet to a point,

361.34 feet along the arc of a curve to the right; said curve having a radius of 922.00 feet, a central angle of 22° 27' 17" and a chord which bears N 37° 31' 56" E 359.03 feet to a point,

N 48° 45' 35" E 280.03 feet to a point,

N 52° 11' 36" E 200.36 feet to a point,

N 48° 45' 37" E 165.11 feet to a point in said right-of-way line of Belmont Ridge Road and in a line of the land of Xerox Realty Corporation (Tax Map 62 – Parcel 2A).

EXHIBIT A-2

christopher consultants, ltd.
45940 horseshoe drive, suite 100
sterling, virginia 20166

voice 703.444.3707
fax 703.444.5230
web site www.christopherconsultants.com

12

DESCRIPTION OF
A PORTION OF
THE LAND OF
XEROX REALTY CORPORATION
BROAD RUN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
(TAX MAP 62 – PARCEL 2A)
SEPTEMBER 16, 2002

Thence departing said right-of-way line of Belmont Ridge Road and running through the land of Xerox Realty Corporation the following four (4) courses and distances:

604.64 feet along the arc of a curve to the left; said curve having a radius of 459.00 feet, a central angle of 75° 28' 30" and a chord which bears S 11° 01' 21" W 561.86 feet to a point,

331.32 feet along the arc of a curve to the right; said curve having a radius of 495.00 feet, a central angle of 38° 20' 59" and a chord which bears S 07° 32' 25" E 325.17 feet to a point,

562.45 feet along the arc of a curve to the left; said curve having a radius of 459.00 feet, a central angle of 70° 12' 31" and a chord which bears S 23° 28' 11" E 527.91 feet to a point,

S 31° 25' 34" W 10.00 feet to a point in the aforementioned right-of-way line of Virginia State Route 7.

Thence running with said right-of-way line of Virginia State Route 7 the following two (2) courses and distances:

N 58° 34' 26" W 210.81 feet to a point,

N 57° 04' 01" W 854.53 feet to the point of beginning.

CONTAINING 9.8272 ACRES OF LAND MORE OR LESS.

Sep 16 02 01:53p oct-Loudoun 7034445230 p.3

EXHIBIT A-3

Description of the Retail Property

Parcel N, Section 3A, Lansdowne, as the same appears duly dedicated, platted and recorded in Deed Book 1757 at page 2454 among the land records of Loudoun County, Virginia.

RECORDED/W/CERT ANNEXED
2002 NOV 22 PM 12:31
LOUDOUN CO. VA
TESTE: Gary M. Clemens, CLERK 14

Plat #
20080324-0016715

Covenant of Perpetual Maintenance

This Covenant of Perpetual Maintenance is made this 18th day of March, 2008 by LANSDOWNE TOWN CENTER, LLC, a Delaware limited liability company ("LTC") (also called "Owner") and LANSDOWNE CONSERVANCY, a Virginia nonstock corporation (the "Conservancy").

WITNESSETH

Whereas, Owner is the owner of certain property identified on **Exhibit A** attached hereto and incorporated herein by reference (the "Property"), which Property is within the overall Lansdowne community; and

Whereas, Owner has constructed and installed a private irrigation system within the right-of-way/ easement of public streets owned and/or maintained by the Virginia Department of Transportation ("VDOT") at the intersection of U.S. Route 7 and Lansdowne Boulevard, adjacent to the Lansdowne community, and generally shown on **Exhibit B** attached hereto entitled, "Irrigation System Design, Lansdowne Interchange dated September 26, 2006" and prepared by KT Enterprises, Inc.; and

Whereas, the Conservancy provides for the ongoing operation and maintenance of the private irrigation system along Lansdowne Boulevard and serving the Lansdowne community adjacent to the right-of-way/easement.

Whereas, VDOT requires that the Owner, for itself and for its successors and assigns, provide for the maintenance in perpetuity the portion of the private irrigation system located within the state right-of-way/ easement, and the Conservancy has agreed to provide such maintenance.

Now, therefore the Conservancy, for itself and for its successors and assigns, does hereby covenant and agree to maintain in perpetuity, at its sole cost and expense, the private irrigation system within the VDOT right-of-way/ easement, and to restore if necessary the area affected by any such maintenance.

In the event VDOT or its successor, chooses to exercise its acknowledged right to demand or cause removal of the above structure/system, the structure/system must be removed at the Conservancy's sole cost and expense.

(SIGNATURES APPEAR ON FOLLOWING PAGES)

NOS. 113-40-5108
113-40-7919

(BOX 60)

to: Odin, Feldman & Pittleman, P.C.
9302 Lee Highway, Suite 1100
Fairfax, VA 22031
Attn: JSB/JAB

20080324-0016714
Loudoun County, VA Pgs: 4
03/24/2008 12:57:54PM
Gary M. Clemens , Clerk

Witness, the following signature(s) and seal(s)

LANSDOWNE CONSERVANCY,
a Virginia nonstock corporation

By: _____
Name: LEONARD S MITCHEL
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA

The forgoing instrument was acknowledged before me this 18th day of March, 2008 by Leonard S. Mitchel, as President of Lansdowne Conservancy on behalf of the corporation.

_____
Notary Public

My Commission Expires: Feb 28, 2011
Registration Number: 334829

M. ELIZABETH MEDLIN
Notary Public
Commonwealth of Virginia
334829
My Commission Expires Feb 28, 2011

LANSDOWNE TOWN CENTER, LLC,
a Delaware limited liability company

By: Centex Homes, a Nevada general partnership, its manager

By: Centex Real Estate Corporation, a Nevada corporation, its managing general partner

By: _____
Name: Stephen L. Fritz
Title: Division President

COMMONWEALTH OF VIRGINIA

The forgoing instrument was acknowledged before me this 18th day of March, 2008 by Stephen L Fritz, as Division President of Centex Real Estate Corporation, managing general partner of Centex Homes, Manager of LANSDOWNE TOWN CENTER, LLC, whose name is signed to the foregoing instrument on behalf of the company.

Darlene S Sutton
Notary Public

My Commission Expires: February 28, 2011
Registration Number: 7094692

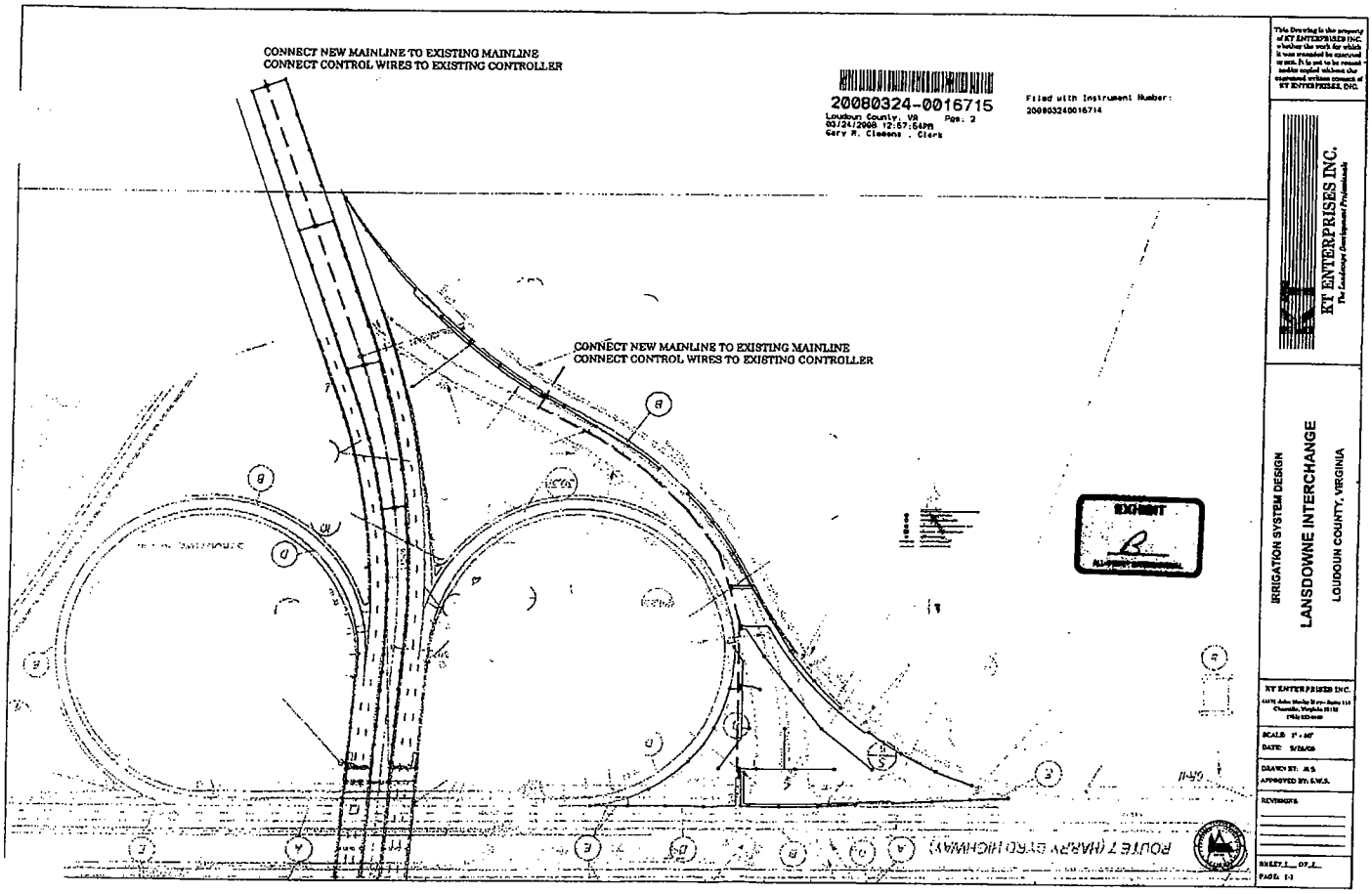
DARLENE S. SUTTON NOTARY PUBLIC ID # 7094692 COMMISSION EXPIRES 02/28/2011 COMMONWEALTH OF VIRGINIA

#913367v1 Irrigation Agt - Interchange 46582/00001

EXHIBIT A

LEGAL DESCRIPTION

Unit 1, Lansdowne Town Center Land Condominium as created an established pursuant to the Declaration for Lansdowne Town Center Land Condominium recorded as Instrument Number 20061006-0085804 with plats recorded as Instrument Number 20061006-0085805 as amended by Instrument Number 20061103-0093424 with plats recorded as Instrument Number 20061103-0093425, and further amended from time to time, including by Instrument Number 20070326-0022696, with Plats recorded as Instrument Number 20070326-0022697, all among the land records of Loudoun County, Virginia.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CONNECT CONTROL WIRES TO EXISTING CONTROLLER
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Loudoun County, VA Pgs: 2
03/24/2008 12:57:54PM
Gary R. Clemens , Clerk
Filed with Instrument Number:
200803240016714
EXHIBIT
B
ROUTE 7 (HARRY BYRD HIGHWAY)
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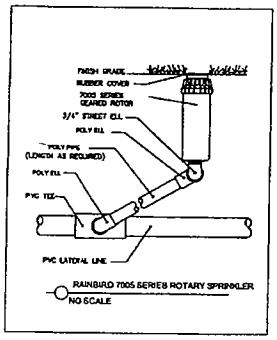
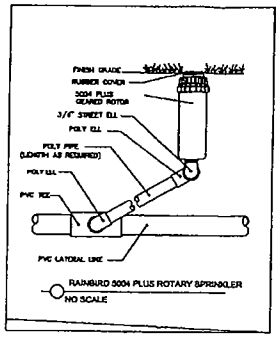
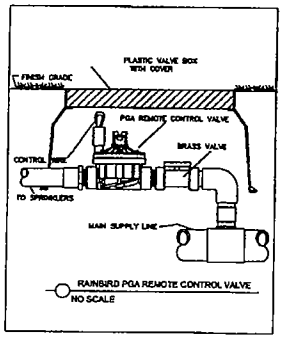
KT ENTERPRISES INC.
The Landscape Development Professionals
IRRIGATION SYSTEM DESIGN
LANSDOWNE INTERCHANGE
LOUDOUN COUNTY, VIRGINIA
KT ENTERPRISES INC.
SCALE: 1" = 50'
DATE: 5/28/08
DRAWN BY: JLS
APPROVED BY: S.W.S.
REVISIONS
SHEET 1 OF 1
PAGE: 1-1



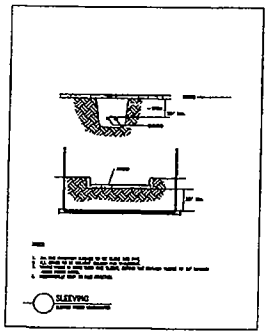
RAINBIRD 7005 SERIES ROTARY SPRINKLER
NO SCALE



RAINBIRD 3004 PLUS ROTARY SPRINKLER
NO SCALE



RAINBIRD PGA REMOTE CONTROL VALVE
NO SCALE



SLEEVING

Irrigation Notes

1) Irrigation system design drawings are primarily schematic. Placement of components is subject to site conditions. Locate all piping, heads, control wires, valves a minimum of 18" off all edges of curb, sidewalks or other hard surfaces.
2) All irrigation mains lines, lateral lines and valves are located in VDOT Right of Way, shall be installed at least 36" deep. Trenches compacted to at least 85% density.
3) Sprinkler heads shall be installed plumb with finish grade. Position and adjust heads to prevent overspray onto roads, sidewalks, bike lanes and entrance signs. Sprinkler heads to be installed using approved "Swing pipe" risers/risers.
4) The watering schedule shall be restricted to between 12:00 AM and 6:00 AM except for maintenance and system checks. At no time shall the irrigation system be operated during the weekday hours of 6:00 AM to 9:00 AM and 5:00 PM to 8:00 PM. At no time shall the system be operated when the air temperature is below 32 degrees.
5) The irrigation system shall fully comply with all local and state laws and ordinances and with all established code applications.
6) All irrigation pipe to be class 200 PVC pipe. Lateral lines to be sized so velocities do not exceed 5 fps. Smallest pipe size allowed shall be 1".
7) Control wire shall be #14 direct burial.
8) Owner to provide 110V power source within 10' of controller. Irrigation contractor responsible for electrical hook-up.
9) Contractor shall bench pipes together where ever possible.
10) Control valves shall be installed in concrete valve boxes.
11) Isolation valves shall be brass gate valves line sized and installed in 10" round valve boxes.
12) Flush lines shall be tightly below installation of rotor heads and spray nozzles.
13) Owner to provide perpetual maintenance of irrigation system including winterization of system prior to November 1st of each year.
14) The irrigation system shall not be used to apply pesticides, fertilizers or any other additives to turf or landscape.

For Irrigation within VDOT Right of Way

1) All materials and equipment shall be installed in accordance with the approved design and the manufacturer's recommendations. Pipes and fittings shall conform to the requirements of Section 232 of the Virginia Road and Bridge Specification.
2) Backfill material shall be free of rocks, large stones and other materials which can damage pipes or create settling problems. Backfill shall be placed in 8" layers and thoroughly compacted.
3) All irrigation on the VDOT right of way shall be zoned separately from the surrounding property.
4) All irrigation pipe shall have a minimum of 36" of cover.
5) All irrigation pipes passing beneath a road or walk surface shall be sleeved, and shall have 36" of cover.
6) No sprinkler heads shall elevate more than 12" above grade when in operation and shall remain flush with the ground when turned off.
7) No water pipes or sprinkler heads shall be located within 10' of a curb, sidewalk or other hard structure.
8) All irrigation shall be shut down between 12AM and 6AM.

Water Provider

1) Winterization shall occur between November 1 and November 15th each year of operation.
2) Isolation valve(s) on discharge pipe in property of connection shall be closed. Air pressure at approximately 40 psi shall be applied through a valve(s) on pipe or other port into the main pipeline. Each remote control valve shall be activated in sequence until water is expelled from system.

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KT ENTERPRISES INC.
The Landscape Development Professionals

IRRIGATION SYSTEM DESIGN
LANSDOWNE INTERCHANGE
LOUDOUN COUNTY, VIRGINIA

KT ENTERPRISES INC.
45675 Arbor Woods Plaza, Suite 150
Chantilly, Virginia 20152
(703) 327-5511

SCALE: N/S
DATE: 9/23/08
DRAWN BY: R.L.
APPROVED BY: K.W.S.
REVISIONS:

SHEET 1 OF 2
PAGE 0-1