



HELLO AND WELCOME TO ASHBURN FARM!

As the Developer of Ashburn Farm, we are pleased to welcome you as a resident of the most exciting and comfortably planned community in Loudoun County.

Buying a new home is always an exciting and busy time for a new homeowner. There is so much to accomplish – from selecting your home and home site to setting up new services and meeting new neighbors. There is also much to learn about your new community, your responsibilities as a resident of Ashburn Farm and the entities involved in its development.

The purpose of this document is to ensure that you have a clear understanding of your newfound responsibilities and those of the various entities involved in Ashburn Farm. Also, of importance is your relationship with each of these entities.

Once you have reviewed this important information, please feel free to contact the Ashburn Farm Association office with questions, comments and/or concerns. We are here to be of service to you.

THE ASHBURN FARM PARTNERSHIP

Ashburn Farm Partnership was created under Virginia law to carry out the development of Ashburn Farm, a 1274 acre planned residential community in Eastern Loudoun County.

Ashburn Farm Partnership consists of a team of experienced professionals who monitor the development of Ashburn Farm to ensure excellence in quality, character and design; install streets, utilities and certain landscaping; and sell land to builders, who are responsible for building homes.

The roads and utilities are built to county and state standards, then upon completion, dedicated to the State of Virginia for continued maintenance; or, for town homes conveyed to and maintained by the Ashburn Farm Association. Individual homeowners are responsible for the repair and maintenance of common driveways (pipe stems).

Ashburn Farm Partnership prepares Ashburn Farm land for uses in accordance with development plans approved by Loudoun County.

Ashburn Farm Partnership does not have a “special” relationship with Loudoun County Government and works with the County agencies, as would any other private interest.

THE ASHBURN FARM ASSOCIATION

The homeowners association, Ashburn Farm Association, is a separate, private, nonprofit, nonstock Virginia Corporation.

The Association, of which every Ashburn Farm Homeowner is automatically a member, owns, maintains and administers the Common Areas and their improvements; administers and enforces the Covenants and Restrictions; collects and disperses the assessments; and promotes the quality of life within the community by performing such services as trash collection.

The daily administration work of the Association is carried out by paid Association Staff.

Ashburn Farm Association Declaration of Covenants and Restrictions

It is important to note that the Ashburn Farm Partnership does not “run” the Association. The Association is guided by the Board of Trustees through authority granted in the Association’s governing documents. In the beginning, the Ashburn Farm Partnership is a majority member by virtue of the governing documents and its ownership of the remaining land. And accordingly, the Partnership appoints a majority of the trustees in the early life of the community. When development is complete, the Board of Trustees will be elected by the residents.

Since resident input is a major factor in all issues, the Association’s governing documents include provisions for resident representation on the Board of Trustees. However, the most effective way to have a voice in the Community is to become actively involved as a volunteer in Neighborhood activities and Association committees.

THE NEIGHBORHOOD

The Neighborhood is the basic building block of the Ashburn Farm Association. Currently, it is contemplated that there will be twenty-five (25) Neighborhoods in Ashburn Farm. Each Neighborhood will be established by the Supplementary Declarations. Within each Neighborhood, residents will elect a Board to guide the affairs of that Neighborhood and to provide Neighborhood input to the overall Association Board of Trustees and Committees.

PARTICIPATING BUILDERS

Ashburn Farm Partnership selected the participating Builders for their proven success and professional performance. The Partnership sells land to the Builders who in turn build and sell homes in Ashburn Farm.

When you purchase a home in Ashburn Farm, your relationship with the Builder is a contractual agreement between you and the Builder. Your Builder is responsible for the satisfactory completion of your home and for the fulfillment of your contract terms.

The Developer, Ashburn Farm Partnership, takes no responsibility for your relationship with the Builder and is not responsible for construction of your home and improvements on your lot.

IMPORTANT DOCUMENTS

As in any home purchase there are a number of important documents for you to read and understand prior to closing. As a homeowner in Ashburn Farm you should also be very familiar with the Association’s governing documents.

Declaration of Covenants and Restrictions

The Declaration of Covenants and Restrictions (covenants) defines the boundaries of Ashburn Farm; sets the standards by which Ashburn Farm’s quality of design is implemented and maintained; and provides for the protection of individual interests and rights in the community.

Only when the Covenants have been recorded against the lots on the land records of Loudoun County, will they be part of Ashburn Farm.

ARTICLES OF INCORPORATION

The Articles of Incorporation address the purpose and powers of the Ashburn Farm Association. This includes a definition of membership and voting rights.

BYLAWS

The Bylaws define the duties and responsibilities of the Board of Trustees, The Architectural Review Board and standing committees.

SUPPLEMENTARY DECLARATIONS

The Supplementary Declarations define Neighborhood boundaries, Neighborhood Assessments, and the protective covenants upon which the architectural restrictions (Architectural Guidelines) are based.

ARCHITECTURAL REVIEW BOARD

The role of the Ashburn Farm Association is not only to own and operate open space, but to conserve and enhance the resources of the total community. To ensure that these responsibilities are accomplished, the Covenants establish the Architectural Review Board (ARB).

The ARB performs the task of ensuring aesthetic quality of the homes and their environs by establishing and monitoring the architectural review process. No improvements, alterations, repairs, change in colors, excavations, changes in grade or other work, which in any way alters the exterior of any Lot or Common Area can be made without the written approval of the ARB.

The role of the ARB, the guidelines necessary to the maintenance and enhancement of Ashburn Farm and the information necessary to gain ARB approval are reviewed in the Ashburn Farm Architectural Guidelines. Your builder will provide you with a copy of this booklet, which you as a homeowner should review carefully and follow closely.

AMENDMENTS

More than 165 acres of Ashburn Farm have been reserved for open space and recreational facilities. As you look around Ashburn Farm, these predesignated areas may be difficult to identify. For this reason, and to avoid later surprises, please ask your Builder to point out these areas on the Open Space/Recreation Plan which is on display in every Builder sales area. If you have any questions, please be sure to ask your Builder for clarification.

ASSOCIATION ASSESSMENTS

Ashburn Farm Association's governing document, The Declaration of Covenants and Restrictions, requires the collection of assessments from each member of the Association.

Assessment fees are used to promote the health, safety and welfare of the Association member; improve, maintain and operate the common areas and related facilities; and promote the Association's community programs and administration.

As a new homeowner, be sure to discuss assessment fees with your Builder. Find out what they are currently and what they are projected to be in the future.

LOUDOUN COUNTY

As a resident of Ashburn Farm you will be living in Loudoun County, a 517 square mile section of Northern Virginia that is bordered by the Blue Ridge Mountains on the Northwest and the Potomac River on the Northeast. Your Builder can provide you with general information on Loudoun County government, taxes, schools, transportation and important phone numbers.

FINAL NOTE

As the Developer, we believe that Ashburn Farm will be one of the most successful communities in Loudoun County. We are proud of our total community and look forward to sharing it with you, an Ashburn Farm Homeowner.

CONTENTS

| | | |
|--------------|--|---------------|
| SECTION I | Declaration of Covenants and Restrictions..... | Pages 8-28 |
| SECTION II | Additions to Covenants: | |
| | October 20, 1992 Projectiles..... | Page 30 |
| | November 3, 1992 Tennis Courts & Pets..... | Page 30 |
| | March 2, 1993 Legal Fees..... | ?????? |
| SECTION III | Single Family Homes Supplementary Declarations..... | Page 40 |
| SECTION IV | Town home Supplementary Declarations..... | Page 46 |
| SECTION V | Condominium & Apartment Amended Supplementary Declarations..... | Page 53 |
| SECTION VI | New Colony Amended Supplementary Declarations..... | Page 62 |
| SECTION VII | Ashburn Farm Articles of Incorporation..... | Page 71 |
| SECTION VIII | Ashburn Farm By-Laws..... | Page 75 |
| SECTION IX | Additions to By-Laws..... | Page 82 |
| | November 8, 1991 Elections..... | Page 82 |
| | March 3, 1992 Architectural Review Board..... | Page 83 |
| | May 5, 1998 Collection of Assessments..... | Page 83 |

ASHBURN FARM

DECLARATION OF COVENANTS AND RESTRICTIONS

by

ASHBURN FARM PARTNERSHIP
A Virginia General Partnership

TABLE OF CONTENTS
ASHBURN FARM
DECLARATION OF COVENANTS AND RESTRICTIONS

| | | |
|--------------|--|---------|
| Article I | Definitions | Page 14 |
| Article II | Property Subject To This Declaration and Additions Thereto..... | Page 17 |
| | Section 1. The Properties | Page 17 |
| | Section 2. Additions to the Properties | Page 17 |
| | Section 3. The Development Limits Land..... | Page 17 |
| | Section 4. Merger | Page 17 |
| Article III | The Association | Page 18 |
| | Section 1. Organization | Page 18 |
| | Section 2. Membership..... | Page 18 |
| | Section 3. Board of Trustees | Page 19 |
| | Section 4. The Architectural Review Board | Page 19 |
| | Section 5. Fidelity Bonds | Page 19 |
| | Section 6. Insurance | Page 21 |
| Article IV | Common Area | Page 21 |
| | Section 1. Obligations of the Association | Page 21 |
| | Section 2. Easement of Enjoyment..... | Page 21 |
| | Section 3. Extent of Members' Easement | Page 21 |
| | Section 4. Delegation of Use | Page 22 |
| | Section 5. Title to Common Area..... | Page 22 |
| Article V | Covenant for Assessments..... | Page 22 |
| | Section 1. Creation of the Lien and Personal Obligation of Assessment.. | Page 22 |
| | Section 2. Subordination of the Lien to Mortgage | Page 22 |
| | Section 3. Method of Assessment | Page 23 |
| | Section 4. Annual Assessments..... | Page 23 |
| | Section 5. Special Assessments..... | Page 25 |
| | Section 6. Developer Assessment..... | Page 25 |
| | Section 7. Effect of Nonpayment of Assessments Remedies of the Association..... | Page 25 |
| | Section 8. Exempt Property | Page 25 |
| Article VI | Use of Property | Page 26 |
| | Section 1. Protective Covenants | Page 26 |
| | Section 2. Maintenance of Property..... | Page 26 |
| | Section 3. Resale of Lots..... | Page 27 |
| Article VII | Easements | Page 27 |
| | Section 1. Utility Easements | Page 27 |
| | Section 2. Developer's Easements to Correct Drainage..... | Page 27 |
| | Section 3. Construction Easements and Rights..... | Page 28 |
| | Section 4. Easement to Inspect..... | Page 28 |
| | Section 5. Easement for Government Personnel | Page 28 |
| | Section 6. Easement for Landscaping-Signs, and Related Purposes | Page 28 |
| | Section 7. Buffer Easement | Page 28 |
| Article VIII | Rights of Institutional Lenders and Public Agencies..... | Page 28 |
| | Section 1. Consents..... | Page 28 |
| | Section 2. Notice and Other Rights | Page 29 |
| | Section 3. Books and Records | Page 29 |
| | Section 4. Notice of Actions | Page 30 |
| | Section 5. Payment of Taxes and Charges | Page 30 |
| | Section 6. Approvals | Page 30 |

TABLE OF CONTENTS

(Continued)

| | | |
|------------|--|---------|
| Article IX | General Provisions | Page 30 |
| | Section 1. Duration | Page 30 |
| | Section 2. Amendment | Page 30 |
| | Section 3. Enforcement | Page 30 |
| | Section 4. Certain Rights of the Developer | Page 30 |
| | Section 5. Management Contracts | Page 30 |
| | Section 6. Limitations | Page 31 |
| | Section 7. Severability | Page 31 |
| | Section 8. Conflict | Page 31 |
| | Section 9. Interpretation | Page 31 |
| Article X | Dissolution of the Association | Page 32 |

RESOLUTIONS OF THE BOARD IF TRUSTEES OF ASHBURN FARM ASSOCIATION

| | | |
|---------------------------|---|--------------------|
| Article VI, Section 1 (a) | Adopted October 20 th , 1992 Shooting or Launching of Ammunition | Page 35 |
| Article VI, Section 1 (a) | Adopted November 3, 1992 Improper Use of Tennis Courts or Multipurpose Courts | Page 35 |
| Article 1JL Section 1 (a) | Adopted November 3, 1992 Pet Owners Cleanup On Association Property | Page 35 |
| Resolution | Adopted September 1, 1998 Policies and Procedures Regarding Violation of Governing Documents... Procedure for Enforcement | Page 36 Page 39 |
| Resolution | Adopted May 5, 1998 Policies and Procedures Regarding the Collection of Assessments..... | Page 41 |

27142 SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

Single Family Homes

| | | |
|-------------|--|---------|
| Article I | Neighborhood Designation | Page 45 |
| Article II | Property Subject to this Supplementary Declaration | Page 45 |
| | Section 1. Existing Property | Page 45 |
| | Section 2. Additions to Existing Property | Page 45 |
| Article III | Neighborhood Assessments | Page 45 |
| | Section 1. Purpose | Page 45 |
| | Section 2. Basis of Assessment | Page 46 |
| | Section 3. Maximum Neighborhood Assessment | Page 46 |
| | Section 4. Change in Maximum | Page 46 |
| | Section 5. Method of Assessment | Page 46 |
| | Section 6. Reserve Accounts | Page 46 |
| Article IV | Protective Covenants | Page 46 |
| | Section 1. Completion of Structures | Page 46 |
| | Section 2. Residential Use | Page 46 |
| | Section 3. Vehicles | Page 47 |
| | Section 4. Pets | Page 47 |
| | Section 5. Clothes Drying Equipment | Page 47 |
| | Section 6. Antennae | Page 47 |

TABLE OF CONTENTS

(Continued)

Section 7. Trash Receptacles Page 47
Section 8. Trash Burning..... Page 47
Section 9. Signs..... Page 47
Section 10. Mailboxes and Newspaper Tubes Page 47
Section 11. Fences and Walls..... Page 47
Section 12. Nuisances Page 47
Section 13. Lighting Page 48
Section 14. Storage of Firewood Page 48
Section 15. Vegetation Page 48
Section 16. Leases Page 48
Section 17. Rules..... Page 48
Section 18. Exceptions Page 48
Article V Common Driveways..... Page 48
 Section 1. Definitions Page 48
 Section 2. Restrictions..... Page 49
 Section 3. Damage or Destruction..... Page 49
 Section 4. Right to Contributions Run With Land Page 49
 Section 5. Arbitration..... Page 49
Article VI Reservation of Easements..... Page 49
Article VII General Provisions Page 50
 Section 1. Duration Page 50
 Section 2. Amendment Page 50
 Section 3. Enforcement Page 50
 Section 4. Severability..... Page 50
 Section 5. Terms and Definitions..... Page 50
 Section 6. Contravention Page 50
 Section 7. Utility Lines Page 50

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

Townhouse

Article I Neighborhood Designation Page 51
Article II Property Subject to this Supplementary Declaration..... Page 51
 Section 1. Existing Property..... Page 51
 Section 2. Additions to Existing Property Page 51
Article III Neighborhood Assessments..... Page 51
 Section 1. Purpose..... Page 51
 Section 2. Basis of Assessment Page 51
 Section 3. Maximum Neighborhood Assessment..... Page 52
 Section 4. Change in Maximum Page 52
 Section 5. Method of Assessment Page 52
 Section 6. Reserve Accounts..... Page 52
Article IV Parking Page 52
Article V Protective Covenants..... Page 52
 Section 1. Completion of Structures Page 52
 Section 2. Residential Use..... Page 52
 Section 3. Vehicles Page 52
 Section 4. Pets Page 52

TABLE OF CONTENTS

(Continued)

Section 5. Clothes Drying Equipment Page 52
Section 6. Antennae..... Page 52
Section 7. Trash Receptacles Page 52
Section 8. Trash Burning..... Page 53
Section 9. Signs..... Page 53
Section 10. Mailboxes and Newspaper Tubes Page 54
Section 11. Fences and Walls..... Page 54
Section 12. Nuisances..... Page 54
Section 13. Lighting Page 54
Section 14. Storage of Firewood Page 54
Section 15. Vegetation Page 54
Section 16. Leases Page 54
Section 17. Rules..... Page 54
Section 18. Exceptions Page 54
Article VI Party Walls and Fences Page 55
 Section 1. General Rules of Law to Apply Page 55
 Section 2. Rights of Owners Page 55
 Section 3. Damage or Destruction..... Page 55
 Section 4. Right to Contributions Run With Land Page 55
 Section 5. Arbitration..... Page 55
 Section 6. Easement Page 55
Article VII Insurance Page 56
 Section 1. Obligation of Owners Page 56
Article VIII Neighborhood Common Area Page 56
Article IX Reservation of Easements..... Page 56
Article X General Provisions Page 56
 Section 1. Duration Page 56
 Section 2. Amendment Page 56
 Section 3. Enforcement Page 57
 Section 4. Severability..... Page 57
 Section 5. Terms and Conditions Page 57
 Section 6. Contravention Page 57
 Section 7. Utility Lines..... Page 57

AMENDED AND RESTATED SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

Condominiums and Apartments

Article I Neighborhood Designation Page 58
Article II Property Subject to this Supplementary Declaration..... Page 58
 Section 1. Submitted Land..... Page 58
 Section 2. Additions to Existing Property Page 58
Article III Neighborhood Assessments..... Page 59
 Section 1. Purpose of Assessments Page 59
 Section 2. Basis of Assessment Page 59
 Section 3. Maximum Neighborhood Assessment..... Page 59
 Section 4. Change in Maximum Page 59
 Section 5. Method of Assessment Page 59
 Section 6. Reserve Accounts..... Page 59

TABLE OF CONTENTS

(Continued)

| | | |
|--------------|--|---------|
| Article IV | Protective Covenants | Page 59 |
| | Section 1. Completion of Structures | Page 59 |
| | Section 2. Residential Use..... | Page 60 |
| | Section 3. Vehicles | Page 60 |
| | Section 4. Pets | Page 60 |
| | Section 5. Clothes Drying Equipment | Page 60 |
| | Section 6. Antennae..... | Page 60 |
| | Section 7. Trash Receptacles | Page 60 |
| | Section 8. Trash Burning..... | Page 60 |
| | Section 9. Signs..... | Page 61 |
| | Section 10. Mailboxes and Newspaper Tubes..... | Page 61 |
| | Section 11. Fences and Walls..... | Page 61 |
| | Section 12. Nuisances..... | Page 61 |
| | Section 13. Lighting | Page 61 |
| | Section 14. Storage of Firewood | Page 61 |
| | Section 15. Vegetation | Page 56 |
| | Section 16. Leases | Page 61 |
| | Section 17. Rules..... | Page 61 |
| | Section 18. Exceptions | Page 61 |
| Article V | Resubdivision | Page 62 |
| Article VI | Reservation of Easements..... | Page 62 |
| Article VII | Neighborhood Common Area | Page 62 |
| Article VIII | General Provisions | Page 62 |
| | Section 1. Duration | Page 62 |
| | Section 2. Amendment | Page 62 |
| | Section 3. Enforcement | Page 62 |
| | Section 4. Severability..... | Page 62 |
| | Section 5. Terms and Conditions | Page 63 |
| | Section 6. Contravention | Page 63 |

AMENDED AND RESTATED SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

New Colony

| | | |
|-------------|---|---------|
| Article I | Neighborhood Designation | Page 67 |
| Article II | Property Subject to this Supplementary Declaration..... | Page 67 |
| | Section 1. Existing Property | Page 67 |
| | Section 2. Additions to Existing Property | Page 67 |
| Article III | Neighborhood Assessments..... | Page 67 |
| | Section 1. Purpose | Page 67 |
| | Section 2. Basis of Assessment..... | Page 67 |
| | Section 3. Maximum Neighborhood Assessment..... | Page 67 |
| | Section 4. Change in Maximum | Page 68 |
| | Section 5. Method of Assessment | Page 68 |
| | Section 6. Reserve Accounts..... | Page 68 |
| Article IV | Protective Covenants..... | Page 68 |
| | Section 1. Completion of Structures | Page 68 |
| | Section 2. Residential Use..... | Page 69 |
| | Section 3. Vehicles | Page 69 |
| | Section 4. Pets | Page 69 |
| | Section 5. Clothes Drying Equipment | Page 69 |
| | Section 6. Antennae..... | Page 69 |

TABLE OF CONTENTS

(Continued)

| | | |
|--------------|--|---------|
| | Section 7. Trash Receptacles | Page 69 |
| | Section 8. Trash Burning..... | Page 69 |
| | Section 9. Signs..... | Page 69 |
| | Section 10. Mailboxes and Newspaper Tubes | Page 69 |
| | Section 11. Fences and Walls..... | Page 70 |
| | Section 12. Nuisances..... | Page 70 |
| | Section 13. Lighting | Page 70 |
| | Section 14. Storage of Firewood | Page 70 |
| | Section 15. Vegetation | Page 70 |
| | Section 16. Leases | Page 70 |
| | Section 17. Rules..... | Page 70 |
| | Section 18. Exceptions | Page 70 |
| Article V | Reservation of Easements..... | Page 70 |
| Article VI | General Provisions | Page 71 |
| | Section 1. Duration | Page 71 |
| | Section 2. Amendment | Page 71 |
| | Section 3. Enforcement | Page 71 |
| | Section 4. Severability..... | Page 71 |
| | Section 5. Terms and Conditions | Page 71 |
| | Section 6. Contravention | Page 71 |
| | Section 7. Utility Lines | Page 71 |
| Article VII | Maintenance with Public Rights-Of-Way | Page 71 |
| Article VIII | Private Storm Drain..... | Page 72 |
| | Section 1. Definitions | Page 72 |
| | Section 2. Maintenance, Damage, or Destruction | Page 72 |
| Article IX | Insurance | Page 72 |
| | Section 1. Obligation of Owners | Page 72 |
| Article X | Party Walls and Fences | Page 73 |
| | Section 1. General Rules of Law to Apply | Page 73 |
| | Section 2. Rights of Owners | Page 73 |
| | Section 3. Damage or Destruction..... | Page 73 |
| | Section 4. Right to Contributions Run With Land..... | Page 73 |
| | Section 5. Arbitration..... | Page 73 |
| | Section 6. Easement | Page 73 |
| Article XI | Parking | Page 74 |
| Article XII | Limited Common Area | Page 74 |

ARTICLE OF INCORPORATION OF ASHBURN FARM ASSOCIATION

| | | |
|--------------|---|---------|
| Article 1 | Association | Page 76 |
| Article II | Purpose and Powers of the Association | Page 76 |
| Article III | Membership | Page 76 |
| Article IV | Board of Trustees | Page 79 |
| Article V | Duration | Page 79 |
| Article VI | Dissolution | Page 79 |
| Article VII | Severability | Page 79 |
| Article VIII | Federal Agency Rights..... | Page 79 |
| Article IX | Annexation | Page 80 |
| Article X | Amendments | Page 80 |

TABLE OF CONTENTS

(Continued)

BYLAWS OF ASHBURN FARM ASSOCIATION

| | | |
|--------------|---|---------|
| Article I | Name and Locations | Page 80 |
| Article II | Seal | Page 80 |
| Article III | Definitions | Page 80 |
| Article IV | Meeting of Members | Page 80 |
| | Section 1. Annual Meeting | Page 80 |
| | Section 2. Special Meetings | Page 81 |
| | Section 3. Proxies | Page 81 |
| | Section 4. Method of Voting | Page 81 |
| Article V | Notice | Page 81 |
| Article VI | Board of Trustees | Page 81 |
| | Section 1. Number | Page 81 |
| | Section 2. Composition and Terms | Page 81 |
| | Section 3. Method of Nomination | Page 81 |
| | Section 4. Method of Election | Page 81 |
| | Section 5. Resignation and Removal | Page 82 |
| | Section 6. Vacancies | Page 82 |
| | Section 7. Powers | Page 82 |
| | Section 8. Duties | Page 82 |
| Article VII | Officers | Page 83 |
| | Section 1. Enumeration of Offices | Page 83 |
| | Section 2. Election of Officers | Page 83 |
| | Section 3. Term | Page 83 |
| | Section 4. Resignation and Removal | Page 83 |
| | Section 5. Vacancies | Page 83 |
| | Section 6. Multiple Offices | Page 83 |
| | Section 7. Duties | Page 83 |
| Article VIII | Committees | Page 84 |
| | Elections Committee | Page 84 |
| | Neighborhood Boards | Page 84 |
| Article IX | Architectural Review Board | Page 84 |
| | Section 1. Corporation | Page 84 |
| | Section 2. Method of Selection | Page 84 |
| | Section 3. Vacancies | Page 84 |
| | Section 4. Officers | Page 85 |
| | Section 5. Duties | Page 85 |
| Article X | Meetings of the Board of Trustees, The Architectural Review Board and Standing Committees | Page 85 |
| | Section 1. Regular Meetings | Page 85 |
| | Section 2. Special Meetings | Page 85 |
| | Section 3. Quorum | Page 85 |
| | Section 4. Executive Sessions | Page 85 |
| | Section 5. Action Taken Without A Meeting | Page 85 |
| Article XI | Indemnification | Page 86 |
| Article XII | Fiscal Year | Page 86 |
| Article XIII | Amendment | Page 86 |
| Resolution | Board of Trustees (November 8, 1991) | Page 87 |
| Resolution | Architectural Review Board (March 3, 1992) | Page 88 |
| Resolution | Policies and Procedures Regarding Collection of Assessments (May 5, 1998) | Page 89 |
| | Deed of Amendment (September 23, 2003) | Page 91 |
| Resolution | Policies and Procedures Relative to Parking and Towing of Vehicles (October 15, 2003) .. | Page 94 |

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS

("Declaration") is made this 17th day of December, 1987, by ASHBURN FARM PARTNERSHIP, a Virginia general partnership hereinafter "Developer"; and ASHBURN FARM ASSOCIATION, hereinafter "Association";

W I T N E S S E T H

WHEREAS, Developer is the owner of real property located in Loudoun County, Virginia, as more particularly described on Exhibit A which is attached hereto and incorporated herein by reference; and

WHEREAS, the above-referenced property is located in the proposed community of Ashburn Farm, which will contain residential, office, retail, recreational, and related uses; and

WHEREAS, in order to provide for the preservation and enhancement of the property values, amenities, and opportunities in the community which will contribute to the personal and general health, safety, and welfare of residents and for the maintenance of the land and improvements thereon, the Developer desires to subject the real property described above to the covenants restrictions, easements, charges, and liens of this Declaration of Covenants and Restrictions, said covenants, restrictions, easements, conditions, and charges running with said real property and binding all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and inuring to the benefit of each owner thereof; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, the Developer has incorporated Association under the laws of the Commonwealth of Virginia.

NOW, THEREFORE, Developer does hereby grant, establish, and convey to each Owner mutual non-exclusive rights, privileges, and easements of enjoyment on equal terms in common with all other Owners in and to the use of the Common Area and facilities; and does hereby declare the above described real property to be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, charges liens (hereinafter referred to as "Covenants and Restrictions") hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title, or interest in the above described real property or any portions thereof, their successors and assigns, and shall inure to the benefit of each Owner thereof.

AND FURTHER, the Developer hereby delegates and assigns to the Association the powers of owning, maintaining, and administering the Common Area, administering and enforcing the Covenants and Restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation health, safety, and welfare of the residents.

**ARTICLE I
DEFINITIONS**

Unless the context clearly indicates to the contrary, the terms listed below shall be construed in accordance with the following definitions:

Section 1. "Approval" shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights, or a formal letter stating "no objection."

Section 2. "Assessable Unit" shall mean and refer to any real property within the Properties which is subject to assessments, as provided in Article V.

Section 3. "Association" shall mean and refer to Ashburn Farm Association, its successors and assigns.

Section 4. "Book of Resolutions" shall mean and refer to the document containing the rules and regulations and policies of the Association as they may from time to time be amended.

Section 5. "Builder" shall mean and refer to a person or entity, which acquires a portion of the Properties for the purpose of improving such portion for resale to owners or for lease to tenants.

Section 6. "Common Area" shall mean and refer to all portions of the Properties and all interest therein, including easements and improvements thereon, owned or leased by the Association for the use and enjoyment of the Members.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions and all other provisions herein set forth in this entire document, as the same may from time to time be amended by Supplementary Declaration.

Section 8. "Developer" shall mean and refer to the Ashburn Farm Partnership, its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically assigned by Ashburn Farm Partnership by document recorded on these land records or unless said rights and obligations of the Developer inure to the successor of Ashburn Farm Partnership by operation of law. The rights and obligations set forth herein of the Developer, as Developer, shall cease when new Living Unit construction within the Development Limits land has been completed, or after five years have lapsed since the recordation of the last Supplementary Declaration among the land records of Loudoun County, whichever is sooner.

Section 9. "Development Limits" shall mean and refer to the total of potential land which may become a part of the Properties as depicted on Exhibit B which is attached hereto and incorporated herein by reference.

Section 10. "Federal Mortgage Agencies" shall mean and refer to those Federal Agencies who have an interest in the Properties, including, but not limited to, the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Association, or successors to their interests.

Section 11. "First Mortgage" shall mean and refer to an Institutional Lender who holds the first deed of trust on a Living Unit and who has notified the Association in writing of its interest in the Lot or Living Unit.

Section 12. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, the Supplementary Declarations, or amendments to this Declaration, and the Bylaws of the Association, all as initially drawn by the Developer and filed or recorded as the case may be, and all as may be duly amended from time to time.

Section 13. "Governing Documents" shall mean and refer collectively and severally to the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

Ashburn Farm Association Declaration of Covenants and Restrictions

Section 14. "Institutional Lender" shall mean and refer to 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, other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured a loan of such a lender, or any combination of any of the foregoing entities.

Section 15. "Living Unit" shall mean and refer to any structure or portion of a structure situated upon the Properties designed, intended, and with the appropriate approvals, including a residential use permit, for use and occupancy as a residence by a Single Family.

Section 16. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties (with exception of Common Area as heretofore defined), including any Condominium unit created on the Properties under the Condominium Act of Virginia, as such may be amended from time to time, (ii) any unit created under the Real Estate Co-Operative Act of Virginia, as amended from time to time, located within the Properties, or (iii) any parcel within the Properties zoned for multi-family use and upon which a Multi-Family Rental Structure is built or is to be built.

Section 17. "Members" shall mean and refer to members of the Association each of whom shall be the Owner of a Lot or the Occupant of a Living Unit.

Section 18. "Multi-Family Rental Structure" shall mean and refer to a structure owned by a single entity, constructed on zoned for multi-family use as a multi-family structure with two or more Living Units under one roof.

Section 19. "Neighborhood" shall mean and refer to separate residential areas designated by Supplementary Declaration. For example, and by way of illustration and not limitation, a condominium development, an apartment complex, a single-family detached home subdivision, and a townhouse subdivision may each be designated as separate Neighborhoods. If separate Neighborhood status is desired, the Developer shall designate in a Supplementary Declaration to this Declaration that such section shall constitute a separate Neighborhood.

Section 20. "Neighborhood Common Area" shall mean and refer to portions of the Common Area which are designated as Neighborhood Common Area in the Governing Documents and which are the primary use and enjoyment of Members residing in such Neighborhood.

Section 21. "Notice" shall mean and refer to (i) written notice delivered personally or mailed to the last known address of the intended recipient; or (ii) notices published at least once a week for two consecutive weeks in a newspaper having general circulation in Loudoun County; or (iii) notice published in two consecutive issues of the newsletter of the Association which is delivered personally or mailed to the address of each occupied Living Unit.

Section 22. "Occupant" shall mean and refer to a resident of a Living Unit, who is the Owner, contract purchaser, or lessee or sublessee who holds a written lease having an initial term of at least twelve (12) months. There shall be only one Occupant Living Unit for the purposes of this Declaration, although the Living Unit may house several individuals.

Section 23. "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether referring to one person or entity or collectively to more than one person or entity who have joint ownership of a Lot, including contract Sellers; the term "Owner" shall exclude those having an interest merely as security for the performance of an obligation.

Section 24. "Properties" shall mean and refer to all real property which is hereby subjected to the Declaration, together with such other real property as may from time to time be annexed thereto in accordance with Article II hereof. At this time, Properties consist of the real property described on Exhibit A attached hereto.

Section 25. "Quorum of Members" shall mean and refer to the representation at a duly called meeting of the Members by presence or proxy of Members who hold at least sixty percent (60%) of the outstanding Class A votes, and the representation by presence or proxy of the Class C Member, so long as it shall exist. In the event a "Quorum of Members" is not present at a duly called meeting of the Members, no action may be taken which requires the vote of a Quorum of Members. At the next duly called meeting of the Members after failure of the attending Members at the previous meeting to constitute a quorum, the quorum requirement shall be at least thirty percent (30%) of the outstanding

Class A votes and the representation by presence or proxy of the Class C Member, so long as it shall exist, provided that in order for the reduced quorum requirement to apply, the purpose of the meeting as recited in the notice given to all Members is the same as the purpose recited in the notice of preceding meeting at which no quorum was present.

Section 26. "Registered Notice" shall mean and refer to any Notice which as been sent by Registered U.S. Mail, return receipt requested, to the last known address of the intended recipient and which as been signed for or has been certified by the U. S. Postal Service that delivery was attempted at the aforementioned address. Failure by refusal of an intended recipient to acknowledge or accept such Notice shall nevertheless constitute receipt.

Section 27. "Single Family" shall mean and refer to a single housekeeping unit which includes not more than three adults who are legally unrelated. Use and occupancy limitations created by this Declaration or any Supplementary Declarations shall not limit the ability of the Declarant to designate sites within the Property for use as Group Homes, which are defined in Article VI, Section I (f) of this Declaration.

Section 28. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions, and restrictions which may be recorded by the Developer, which expands the Properties beyond the land which is initially subjected to the Declaration and/or grants to a portion of the Properties separate Neighborhood status as is herein defined.

Section 29. "Town Recreational Center" shall mean and refer to the recreational community facility to be constructed within the Development Limits, the location of which shall be designated by Supplementary Declaration. The Town Recreational Center shall be open to use by Members under regulation of the Board of Trustees and shall be open to non-members when scheduled and prescribed by the Governmental Agencies of Loudoun County and subject to rules, regulations, and user fees prescribed by the Board of Trustees.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO**

Section 1. The "Properties." The Properties are and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. Additions to The Properties. Additional properties may become subject to this Declaration in the following manner:

- a) Additions by the Developer. The Developer shall have the unilateral right to subject to the Declaration any additional property which lies within the Development Limits provided that not more than five (5) years have lapsed since the recordation of the last Supplementary Declaration among the land records of Loudoun County, Virginia.
- b) Other Additions. Additional land, other than that land lying within the Development Limits, may be annexed to the Properties upon approval of sixty-seven percent (67%) of the Class A members and the Class C Member, if Class C Membership has not ceased.

Supplementary Declaration which subjects additional property within the Development Limits to the Declaration shall describe the real property to be annexed to the scheme of the Declaration and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the property described in the Supplementary Declaration to the scheme of this Declaration and extending the jurisdiction of the Association to cover the real estate so described in such supplementary Declaration. The Supplementary Declaration may contain such complementary additions and modifications so this Declaration as may be necessary to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches to which the annexed land or parts thereof may be subject, all of which may be significantly at variance with other portions of the Properties, but all of which shall be consistent in quality with the improvements constructed on the Properties.

The additions authorized under subsection (a) and (b) shall be made by complying with the requirements of the applicable Loudoun County Zoning Ordinances; by securing the Approval of the Federal Mortgage Agencies, if required; by recording on these land records one or more Supplementary Declarations of covenants and restrictions with respect to the additional property; and by filing with the Association the preliminary plat for such additions.

Section 3. The Development Limits Land.

- (a) Purpose. The land set forth within the Development limits is the maximum limit to which the Properties can be expanded without the approvals referenced in Article II, Section 2(b) above. The Development Limits is merely a limit on the unilateral expansion of the Properties by the Developer and shall not bind the Developer to add to the Properties any or all of lands which are shown on the Development Limits, nor to improve any portion of such lands unless and until a Supplementary Declaration is filed by the Developer for such property which subjects it to this Declaration. Thereupon, the Developer shall then be obligated to complete development of the portion of the Properties annexed by the Supplementary Declaration.
- (b) Unsubmitted Land. The Developer hereby reserves the right to develop the land depicted in the Development Limits and not yet submitted to this Declaration, as desired by the Developer in response to changes in technological, economic, environmental, or social conditions related to the development or marketing of the land or to changes in requirements of government agencies and financial institutions.

Section 4. Merger. In accordance with its Articles of Incorporation, the real estate, personalty, rights, and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes. Similarly, the real estate personalty, rights, and obligations of an association similar in corporate nature and purposes to the Association may by operation of law be added to the property, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer covenants and restrictions established by this Declaration upon any other properties as one scheme. No such merger or consolidations, however, shall effect any revocation, change, or addition to the Covenants established by

this Declaration within the Properties except as hereinafter provided. Such merger or consolidation shall require the affirmative vote of sixty-seven (67%) percent of the Class A Members and the approval of the Class C Member, if Class C Membership has not ceased.

**ARTICLE III
THE ASSOCIATION**

Section 1. Organization

- (a) The Association. The Association is a nonprofit nonstick corporation organized and existing under the laws of Virginia and charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents shall be amended for any reason, or otherwise changed or interpreted so as to be inconsistent with this Declaration.

- (b) Institutional Plan. As the operating responsibilities of the Association expand from those related to the Properties as originally constituted to those required after the full development of the uses in the community of Ashburn Farm, this Declaration and the Governing Documents shall guide the controlled and orderly evolution of the Association into a comprehensive community institution with two (2) operating and administrative levels, each with associated membership rights and assessment obligations:
 - (1) Neighborhood Level refers to the administrative and operational activities construed to be of material benefit primarily to Members within a single Neighborhood. A Neighborhood shall be established by recording a Supplementary Declaration which sets forth its boundaries, purposes, membership, constituency and the rights and obligations of Members within the Neighborhood which may be unique to such Neighborhood. A Neighborhood Board, consisting of 3 to 7 members, shall be established for each Neighborhood in accordance with the Bylaws and shall serve to advise the Board of Trustees on matters pertaining to such Neighborhood.

 - (2) Community Level refers to the administrative and operational activities construed to be of material benefit to the Members at large without respect to the type or location of Living Unit or Lot to which their membership is appurtenant.

- (c) Subsidiary Associations. The Association shall have the right to form one or more subsidiary corporations, for any purpose or purposes deemed appropriate by a majority vote of Board of Trustees. Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for operation and maintenance of any specific area or to perform any function within the Properties; however, such subsidiary corporation shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Members.

Section 2. Membership.

- (a) Basis. Membership shall be appurtenant to the Lot, Living Unit, or portion of the Properties giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except as provided in the Governing Documents.

- (b) Member's Rights and Duties. Each Member shall have the rights, duties, and obligations set forth in the Governing Documents.

- (c) Voting Rights. The Association shall have three classes of voting memberships:

Class A. Class A Members shall be all Owners except the Class C Member. Class A Members shall be entitled to one vote for each Lot owned, except an Owner of a Lot on which a Multifamily Rental Structure is constructed shall be entitled to one vote for each occupied Living Unit within such structure.

Ashburn Farm Association Declaration of Covenants and Restrictions

Class B. The Class B Members shall be all Occupants. Class B Members shall be entitled to one vote for the Living Unit they occupy. The Class B Members shall only be entitled to vote in elections of Trustees and shall not vote on any other matters.

Class C. The Class C Member shall be the Developer, or any successor or assignee to whom the Developer assigns any or all of its rights as Developer pursuant to this Declaration by assignment recorded in the land records of Loudoun County Virginia. Such assignment shall only operate as to the land which is owned by such successor or assignee and which is referenced specifically in the instrument of assignment. The Class C Member shall have 5745 votes, less the number of Class A votes outstanding at the time the vote is taken.

The Class C membership and Class C voting rights shall cease upon the earlier of the following events: when the total number of Class A votes equals the total number of Class C votes or on December 31, 1997. Thereafter, the Developer shall have Class A membership rights for each Lot which it owns.

- (d) Exercise of Vote. The vote for any membership which is held by more than one person maybe exercised by any one of them, provided that no objection or protest by any other holder of such membership is made prior to the completion of a vote. If such protest is lodged prior to the completion of the vote, the vote for such membership shall not be counted, but the Member whose vote is in dispute shall be counted as present at the meeting for quorum purposes if the protest is lodged at such meeting.

Section 3. Board of Trustees.

- (a) Composition. The number of Trustees and method of selection of Trustees shall be as provided in the Bylaws. Provided, however, that the Developer, until its rights as Developer cease, shall be entitled to appoint at least two (2) Trustees.

- (b) Extent of Power.

- 1) The Board of Trustees shall have all powers to conduct the affairs of the Association which are enabled by law or the Founding Documents and which are not specifically reserved to Members or the Developer by said Documents.
- 2) The Board of Trustees shall exercise its powers in accordance with the Governing Documents.

- (c) Powers and Duties. By way of example and without limiting the generality thereof, the Board shall have the power and obligation to perform the following duties:

- 1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer, or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging, or disposal of Common Area and/or improvements shall be subject to the provisions of Article II and Article IV of this Declaration; and
- 2) Rule Making. To establish rules and regulations for the use of property as provided in Articles IV and VI to review, modify, and approve architectural standards adopted by the Architectural Review Board; and
- 3) Assessments. To fix, levy, and collect assessments as provided in Article V; and
- 4) Easements. To grant and convey easements over and across the Common Area as may become necessary and as provided in Article VII; and
- 5) Employment of Agents. To employ, enter into contracts with, delegate authority to, and supervise such persons or entitles as may be appropriate to manage, conduct, and perform the business obligations and duties of the Association; and
- 6) Mergers/Consolidations. To participate in mergers and consolidations with other corporations as provided in Article II; and

- 7) Enforcement of Governing Document. To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be filed or foreclosed, suspending membership rights, or enforcing or effectuating any of the provisions of the Governing Documents; and
- 8) Town Recreational Center. To maintain and regulate the use of the Town Recreational Center, and to set reasonable fees for the use of the Town Recreational Center by Members and fees for the use of the Town Center by non-members.

Section 4. The Architectural Review Board

a) Composition. Until the Developer's rights cease, the Architectural Review board shall be composed of:

- (1) A new Construction Panel, composed of three members appointed by the Developer; and
- (2) A Modification and Change Panel, composed of three or more Members, appointed by the board of Trustees.

When the Developer's rights as Developer cease, the Architectural Review Board shall consist of three or more persons who shall be appointed by the Board of Trustees as provided in the Bylaws.

b) Powers and Duties. The Architectural Review Board shall regulate the external design, appearance, and location of improvements located on the Properties in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Architectural Review Board shall:

- (a) Review and approve, modify, or disapprove written applications of owners and of the Association, for improvements or additions to Lots, Living Units, or Common Areas. Notice of any disapprovals of applications shall be by Registered Notice. Approvals shall be sent by regular mail. During the period the Board is composed of the panels described above, the New Construction Panel shall act with respect to initial improvements to the Common Areas and Lots; the Modification and Change Panel shall act with respect only to modification and changes to all the Common Area and Lots, including improvements thereon. All applications for modifications or changes to a Lot which are not in accordance with the original approved plan for such lot or which do not meet the adopted standards, shall be acted upon with the comments of the Neighborhood Board where the Lot in question is located.
- (b) Monitor Lots for compliance with architectural standards and approved plans for alteration in accordance with the Bylaws and Book of Resolutions; and
- (c) Adopt architectural standards subject to the confirmation of the Board of Trustees; and
- (d) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions.
- (e) Failure to Act. In the event the Architectural Review Board fails to approve, modify, or disapprove, in writing, a correctly filed application within forty-five (45) days, approval will be deemed granted. Notification of total or partial disapproval shall include the reasons for such disapproval. Failure of the Architectural Review Board or the Board of Trustees to enforce the architectural standards or to notify an Owner of noncompliance with architectural standards or approved plans for any period of time shall not constitute a waiver by the Architectural Review Board or the Board of Trustees of the enforcement of this Declaration at any later date.
- (f) Appeal. An applicant may appeal an adverse decision of the Modification and Change Panel to the Board of Trustees, which may reverse or modify such decision.

Section 5. Fidelity Bonds. The Association shall obtain fidelity coverage against dishonest acts on the part of Trustees, officers, managers, employees, or agents responsible for handling funds collected and held for the benefit of the Association as required by the Federal Mortgage Agencies.

Section 6. Insurance. The Association shall maintain hazard insurance policies for 100% of the replacement cost of any improvements on the Common Areas and a comprehensive policy of public liability insurance covering the Common Area as required by the Federal Mortgage Agencies. In the event the Association shall fail to maintain insurance for the Common Areas or allow insurance coverage to lapse, one or more of the First Mortgagees shall have the right upon reasonable notice to the Association to obtain such insurance and to advance premiums on behalf of the Association. The Association shall reimburse such First Mortgagees for premiums advanced.

ARTICLE IV COMMON AREA

Section 1. Obligations of the Association. The Association subject to the rights of the Members set forth in this Declaration, shall be responsible for the management and control for the benefit of the Members of the Common Area conveyed to it, including the Town Recreational Center, private streets, and all improvements thereon (including street lights, furnishings, and equipment related thereto), and shall keep the same in good, clean, attractive, and sanitary condition, order and repair in compliance with standards contained in the Book of Resolutions, which shall include snow removal from streets owned by the Association. The Association shall further be responsible for the maintenance of grass areas and streetlights within the Common Areas and within public rights-of-way and of pathway underpasses within the Properties and for garbage removal from the Property.

Section 2. Easement of Enjoyment.

- (a) Common Area. Subject to the provisions herein, every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment to the Common Area.
- (b) Neighborhood Common Area. Neighborhood Common Areas shall be conveyed to the Association subject to the Supplementary Declaration(s) for the primary use, enjoyment, benefit, and convenience of the Owners of Lots within such Neighborhoods, or as specified in such Supplementary Declaration. Every Owner of a Lot designated in a Supplementary Declaration as being vested with the privilege to use and enjoy a specific Neighborhood Common Area shall have a priority right and nonexclusive easement to use and enjoy a specified Neighborhood Common Area, and such easements shall be appurtenant to and shall pass with the title to every such Lot so privileged.

Section 3. Extent of Members' Easement. The Members' easement of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to establish reasonable admission and other fees for the use of the Common Area, including the Town Recreational Center, and for the use of the Neighborhood Common Area, including the right to require or charge admission and other fees for the use of Neighborhood Common Area by a Member who does not own a Lot within the Neighborhood served by such Neighborhood Common Area.
- (b) The right of the Association to suspend the right of a Member to use the recreational facilities for any period during which any assessment against his Lot or Living Unit remains unpaid for more than thirty (30) days after notice until such default has been remedied; the right of the Association to suspend the right of a Member to use the recreational facilities for a period not to exceed sixty (60) days for each other infraction of the Governing Documents;
- (c) The right of the Association to mortgage any or all of the Common Areas with the assent of sixty-seven percent (67%) of the Class A Members, the approval of the Class C Members, so long as the Class C Members shall exist, and the consent of fifty-one percent (51%) of the First Mortgagees. In the event of a default upon any mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge reasonable admission and other fees as a condition to continued enjoyment by the

Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

- (d) The right of the Association to convey, or transfer all or any part of the Common Area, subject to the prior approval of Loudoun County and the assent of sixty-seven percent (67%) of the Class A Members, the approval of the Class C Member, and the consent of fifty-one percent (51%) of the First Mortgagees;
- (e) The right of the Association to license portions of the Common Area to Members on a uniform, non-preferential basis.
- (f) The right of the Association to regulate the use of the Common Area for the benefit of Members.
- (g) The right of the Association to establish rules and regulations and fees for the use of the Common Area, including use of the Town Recreational Center by Members and non-members.
- (h) The right of the Association, at any time or times, consistent with the then existing zoning ordinances of Loudoun County, and pursuant to a recorded subdivision or resubdivision plat, to transfer part of the Common Area to or at the direction of the Developer for the purpose of adjusting Lot lines or other-wise in connection with the orderly subdivision and development of the Properties, provided that: (1) such transfer shall not reduce the portion of the Properties required by Loudoun County to be set aside for open space at the time of the transfer, (2) the Developer shall transfer to the Association as Common Area such portion of the Properties as is necessary to maintain the total acreage designated as Common Areas at that level existing at the time of the transfer, (3) all Lots which were adjacent to Common Area prior to such transfer remain adjacent to Common Area after such transfer; and (4) the adjustment shall not materially alter the Common Area.

Section 4. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Board of Trustees, and included within the Book of Resolutions.

Section 5. Title to Common Area. The Developer hereby covenants that areas designated as open space, which Developer conveys to the Association as Common Area or to a governmental agency as parkland, shall be free and clear of liens and financial encumbrances at the time of conveyance. In the event a lien or encumbrance shall attaché to all or a portion of the Common Area, one or more of the lien holders or and mortgages shall have the right to discharge said lien or encumbrance after reasonable notice to the Association and to seek reimbursement for the amounts paid to discharge the lien or encumbrance.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Developer hereby covenants, and each owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual and Special Assessments, as are established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. No owner may waive or other-wise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Living Unit or Lot.

Section 2. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Assessable Unit shall not affect

Ashburn Farm Association Declaration of Covenants and Restrictions

the assessment lien. However, the sale or transfer of any Assessable Unit pursuant to foreclosure of a first mortgage or first deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Assessable Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Method of Assessment. All assessments shall be levied by the Association against Assessable Units, and collected and disbursed by the Association. The Board of Trustees shall fix the amount of the assessments as provided hereinafter and set the dates such assessments shall become due.

Section 4. Annual Assessments. Annual Assessments shall consist of General Assessments, Fire Service Assessments, Neighborhood Assessments, and shall be payable quarterly.

(a) General Assessments.

(1) Purpose. The General Assessment shall be used exclusively to promote the health, safety, and welfare of Members of the Association as a whole and in particular to improve, maintain, and operate the Common Area and facilities and shall include the funding of appropriate reserves for future maintenance, repair, and replacement.

(2) Basis for Assessment. For General Assessment purposes, there shall be three classes of Assessable Units, all of which shall be assessed at a uniform rate within each class:

Class I: All Living Units which are or have been occupied by a Single Family shall be assessed at one hundred percent (100%) of the General Assessment rate. The Owner of a Lot on which a Multi-Family Rental Structure is constructed shall pay the General Assessment rate for each Living Unit within the Multi-Family Rental Structure, which is or has been occupied.

Class II: All Living Units which have not been occupied by a Single Family shall be assessed at twenty-five percent (25%) of the General Assessment rate for each Living Unit to be constructed on such Lot. As long as the Developer or a Builder pays a Class II assessment for any Lot in a particular section, the Developer or the Builder shall fund all budget deficits for that section.

Class III: All Lots which are not otherwise assessable under the Class I or Class II provisions shall be assessed at twenty-five percent (25%) of the General Assessment rate. As long as the Developer or a Builder pays a Class III assessment for any Lot in a particular section, the Developer or the Builder shall fund all budget deficits for that section.

(3) Maximum. Until the first day of the fiscal year following commencement of assessments, the maximum General Assessment rate for one year shall be \$300.00, which shall be in addition to any Neighborhood Assessments.

(4) Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington area; such increase shall become effective the first day of the next fiscal year.

From and after the first day of the fiscal year immediately following the commencement of assessments, the maximum may be increased above the amount which can be set by the Board with the affirmative vote of sixty-seven percent (67%) of the Class A Members who are present and voting in person or by proxy, at a meeting at which a Quorum of Members is present, and the consent of the Class C Member, if Class C Membership has not ceased.

Ashburn Farm Association Declaration of Covenants and Restrictions

- (b) Fire Service Assessments. In addition to the General Assessments and Neighborhood Assessments, Fire Service Assessments shall be collected by the Association and paid to Loudoun County for equal distribution to the appropriate Fire and Emergency Services. The Fire Service Assessment for the base year of 1986 shall be \$30 per Living Unit and shall be paid by the Owner of each Living Unit. The Fire Service Assessment for non-residential structures within the Properties, if any, shall be fixed by Supplementary Declaration. The Fire Service Assessment shall increase by 6% per annum from the base year.
- (c) Neighborhood Assessments.
- (1) Purpose. Neighborhood Assessments levied by the Association upon the Lots within a Neighborhood shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of such Neighborhood, the improvement, operation, and maintenance of the Neighborhood Common Area, the payment of proper expenses of the Association insofar as such expenses are directly related to the Neighborhood, the establishment of reasonable reserves for the maintenance, repair and replacement of other capital improvements for the Neighborhood Common Area, and for such other purposes as shall be authorized by the Supplementary Declaration forming the Neighborhood.
- (2) Basis and Maximum. The applicable Neighborhood Supplementary Declaration shall set forth (i) the basis by which Lots of such Neighborhood shall be assessed for Neighborhood Assessment purposes, (ii) the maximum Neighborhood Assessment to be collected annually, and (iii) the manner in which such maximum Neighborhood Assessment may be changed.
- (d) Method of Assessment. By a vote of two-thirds of the Trustees, the Board shall fix the General and Neighborhood Assessments to be collected annually at an amount not in excess of the current maximum for each assessment, provided, however, that the Annual Assessments shall be sufficient to meet the obligations imposed by the Declaration and the Supplementary Declarations. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.
- (e) Date of Commencement of Annual Assessments. The first Annual Assessments provided for herein shall commence as to all Lots within a Neighborhood on the first day of the month following the conveyance to the Association of the Common Areas contained within the Neighborhood; provided, however, that if there is no Common Area within a specific Neighborhood then the first Annual Assessments as to all Lots within that Neighborhood shall commence on the first day of the month following the recording of the Supplementary Declaration establishing the Neighborhood.

Section 5. Special Assessments

- (a) Capital Improvement Assessment. The Association may levy in any assessment year a Special Assessment against Assessable Units, applicable to that year and payable over not more than the next three (3) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or other specified purpose, provided that any such assessment shall require the affirmative vote of two-thirds of the Class A Members who are present and voting, in person or by proxy, at a meeting at which a Quorum of Members is present and the consent of the Class C Member, if Class C Membership has not expired. Special Assessments for Capital Improvements to Neighborhood Common Area, which will primarily benefit and be maintained by the Owners of that Neighborhood, shall be paid only by such owners in the Neighborhood and require only the approval of two-thirds of the Class A Members in the affected Neighborhood and the consent of the Class C Member.
- (b) Restoration Assessment. The Association may levy a Restoration Assessment upon any Lot whose Owner fails to maintain such Lot, as provided in Article VI, Section 2, or who fails to provide such maintenance funds as may be required by the Supplementary Declaration for such Lot. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection thereof.

Section 6. Developer Assessment. The Developer shall pay an annual Developer Assessment on the aggregate of all unimproved property which he owns or has contracted to purchase within the Development Limits. The annual Developer Assessment shall be an amount equal to one hundred (100) times the annual General Assessment rate per lot for that year, less ten (10) percent of the previous year's General Assessment income, provided it shall not be less than zero. The amount of the annual Developer Assessment shall be credited against any obligations of the Developer arising at any time from Annual Assessments. The Developer Assessment shall commence upon conveyance of the first Lot in the Properties to an Owner who is not the Developer or a Builder, shall be prorated according to the number of whole months remaining in the first year, and shall terminate when the Developer's rights and obligations as Developer cease.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. There upon, the Association shall provide Notice of such delinquency and may:

- (a) declare the entire balance of such Annual or Special Assessment due and payable in full;
- (b) charge interest from the due date at a percentage rate no greater than is permissible by law, such rate to be set by the Board for each Assessment period;
- (c) charge a penalty to be set by Board of Trustees;
- (d) give Notice to the Owner that in the event payment with accrued interest and penalties are not paid within (30) days from the date of such notice, then the expressed contractual lien provided for herein shall be filed and/or foreclosed; and
- (e) upon Registered Notice to the Owner or occupant of the Lot or Living Unit, suspend the right of such owner or Occupant to vote or to use the recreational facilities until the assessment, accrued interest penalties and costs of collection are paid in full.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessment, charge and lien created herein: (1) all properties to the extent dedicated and accepted by a public authority and devoted to public use; (2) all Common Area; (3) all properties exempted from taxation by the state or county government upon the terms and to the extent of such legal exemption, provided that no property utilized for residential purposes shall be exempt.

**ARTICLE VI
USE OF PROPERTY**

Section 1. Protective Covenants

- (a) Nuisances. No nuisance shall be permitted to exist or operate upon any of the Properties so as to jeopardize property values or be detrimental to the well-being of Members.
- (b) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments, easements to public agencies or authorities, or for utilities, and provided that this shall not prohibit the division or combination of condominium units in accordance with law, or the creation of condominiums. The restrictions in the paragraph shall not apply to Lots on which a Multi-Family Rental Structure has been constructed.
- (c) Conditions for Architectural Control. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work, which in any way alters the exterior of any Lot or Common Area or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this Declaration, shall be made or done without the prior approval of the Architectural Review Board. No building, residence, or other structure, fence wall, or landscaping in lieu thereof, shall be commenced, erected, maintained, improved, altered, made, or done on such property without the prior written approval of the Architectural Review Board.
- (d) Rules. From time to time the Board of Trustees shall adopt general rules, including, but not limited to, rules to regulate potential problems relating to the use of property and well-being of Members, such as keeping of animals, storage use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, satellite dishes, solar panels, signs, trash and trash containers, maintenance and removal of vegetation on the Properties, and the type of and manner of application of fertilizers or other chemical treatments to the Properties in accord with non-point source pollution control standards. Ninety (90) days after conveyance of the first Lot to an owner, who is not a Builder, such general rules may only be adopted or amended by a two-thirds vote of the Board, following a hearing for which due notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.
- (e) Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Developer or Builders are engaged in developing or improving any portion of the Properties, such persons shall be exempted from Rules affecting movement, disposition, and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.
- (f) Group Home. By acceptance of a deed for a Lot within the Properties, the Owners of Lots within the Properties acknowledge that certain of the Lots within the Properties will be used for Group Homes for retarded, handicapped or otherwise disadvantaged persons and that such uses shall be permitted by the Association.

Section 2. Maintenance of Property

- (a) Owner Obligation. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and

repair, free of debris, all in a manner and with such frequency as is consistent with good property management.

- (b) Failure to Maintain. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association after Notice to the Owner and approval by two-thirds (2/3) vote of the Board of Trustees, shall have the right to enter upon said Lot to correct drainage and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided herein for non-payment.

Section 3. Resale of Lots

- (a) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the Covenants and Restrictions set forth in this Declaration as well as any applicable Supplementary Declaration.
- (b) Notification. Further, the contract seller of a Lot shall notify the Board of Trustees of the contract purchaser and the scheduled date and place conveyance will be accomplished.
- (c) Estoppel Certificate. The Board thereupon shall prepare an estoppel certificate which shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether or not there are violations of the Governing Documents remaining on the Lot as the date of preparation as such certificate. This certificate shall be delivered to the place of closing, and outstanding assessments, if any, and a reasonable charge to cover the cost of providing such certificate shall be deducted from the Seller's account at the closing and transmitted directly to the Association.

**ARTICLE VII
EASEMENTS**

Section 1. Utility Easements. There is hereby created an easement upon, across, over, through, and under the Properties ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, sanitary sewers, storm water drainage, gas, telephones, electricity, television cable, or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company with the consent of the Developer to install and maintain facilities and equipment on the Properties to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior walls of Living Units, provided such company restores as nearly as is practicable all disturbed areas to the condition in which they were found.

Notwithstanding anything to the contrary contained in the paragraph: (1) no sanitary sewers, storm water drainage facilities, electrical lines, water lines, gas lines, or other service lines or facilities for such utilities may be installed or relocated on said premises except as approved by the Developer prior to the conveyance of the first Lot in a Neighborhood to an Owner or by the Association thereafter, and (2) it shall not be construed to apply to the relocation installation or removal of utility lines within a Living Unit which serve only that unit. This easement shall in no way affect any other recorded easements on the Properties.

Section 2. Developer's Easements to Correct Drainage. For a period of five years (5) from the date of submission of each Lot to this Declaration, the Developer reserves an easement and right on, over, and under the ground within each Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, perform any grading of the land, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 3. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Developer or Builders are engaged in developing or improving any portion of the Properties, the Developer and Builder and their employees, agents, and assigns shall have an easement of ingress, egress, and use over any portion of the Properties not conveyed as a Lot to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs, and (3) conduct of sales activities, including maintenance of model Living Units. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

Section 4. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot (a) to inspect such property for alleged violations of the Governing Documents, based on formal, written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (b) performing such maintenance as is required by this Declaration or the Supplementary Declaration for such Lot, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three days in advance thereof and such inspection is performed during reasonable hours.

Section 5. Easement for Governmental Personnel. A right of entry on any Lot or Common Area is hereby granted to law enforcement officers, fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access.

Section 6. Easement for Landscaping, Signs, and Related Purposes. There shall be and is hereby reserved to the Developer for so long as it retains its rights as Developer, a nonexclusive easement over all Lots and Common Areas for a distance of ten (10) feet behind any Lot line which parallels a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas," lighting, stone, wood, or masonry wall features, and/or related landscaping. Exercise of this easement will be with the consent of the Owner of the affected Lot, or the Architectural Review Board if the said owner does not consent.

Section 7. Buffer Easement. The Association shall have the right to inspect and maintain any area which lies within a buffer easement conveyed to the Association, and to remove any improvements or other items which are constructed or located within the buffer easement in contravention of the terms of said easement. Where the buffer easement lies within any Lot, any cost incurred by the Association in maintaining the easement or removing any improvements or other items shall be chargeable to the Lot owner as a Restoration Assessment as is set forth in Article V, Section 5(b) above.

**ARTICLE VIII
RIGHTS OF INSTITUTIONAL LENDERS AND PUBLIC AGENCIES**

Section 1. Consents. Subject to the right of the Developer to annex additional areas, as provided in Section 2(a) of Article II, the Association shall not without the consent of sixty-seven percent (67%) of the Class A Members, and the Class C Member and Fifty-one percent (51%) of the First Mortgagees:

- (a) By act or omission seek to abandon, partition, encumber, sell, or transfer the Common Area or other property owned by the Association. The granting of easements for public utilities or other public purposes consistent with the intended use of the Properties, or in accordance with Articles VII, or a resubdivision of a portion of the Common Area in accordance with Article IV, Section 3(h), shall not be deemed a transfer within the meaning of this clause;
- (b) Fail to maintain fire and extended coverage insurance on insurable parts of the Common Area or other Association property on a current replacement-cost basis in an amount not less than one hundred percent (100%) of the insurable value, based on current replacement costs, not including land value;
- (c) Use hazard insurance proceeds for other than the repair, replacement, or reconstruction of such property; or

Ashburn Farm Association Declaration of Covenants and Restrictions

- (d) Add or amend any material provisions of the Declaration or related Association documents concerning the following:
- (i) voting
 - (ii) assessments, including Fire Service Assessments, assessment liens, or subordination of such liens
 - (iii) reserves for maintenance, repair, and replacement of those parts of the Common Area that may be replaced or require maintenance on a periodic basis,
 - (iv) insurance or fidelity bonds
 - (v) responsibility for maintenance and repair of the Properties
 - (vi) architectural controls
 - (vii) annexation or withdrawal of property to or from the Properties, subject to the provisions of Article II
 - (viii) leasing of Living Units,
 - (ix) imposition of any right of first refusal or similar restriction on the right of an owner to sell, transfer, or otherwise convey his property,
 - (x) a decision by the Association to establish self management when professional management had been required previously by a First Mortgagee,
 - (xi) restoration or repair of the Common Areas or any improvements thereon after a hazard, damage or partial condemnation,
 - (xii) termination of this Declaration after substantial destruction or condemnation occurs,
 - (xiii) any provisions that are for the express and benefit of First Mortgagees,
 - (xiv) any amendment to the Declaration which would limit or eliminate Group Homes as a permitted use on the Property where designated by Declarant, and
 - (xv) any amendment to the Declaration which would alter the right of the general public to use the Town Center.

An addition or amendment to the Declaration or related Association documents shall not be considered material if it is the purpose of correcting technical errors, or for clarification only. A First Mortgagee who receives a written request to approve material additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 2. Notice and Other Rights. The Association shall maintain a file of all First Mortgagees with a proper designation of the property in which they have an interest; and shall send a copy of such list to any First Mortgagee who makes a written request for such list at least once every twelve months. If requested in writing, the Association shall provide to First Mortgagees who so request:

- a) Written notification of any default in the performance of any obligation under the Governing Documents by the owner of a Lot which is the security for the indebtedness due the First Mortgagee, which is not cured within sixty (60) days; and
- b) Written notice of any condemnation or eminent domain proceeding or other proposed acquisition by a condemning authority of any portion of the Common Area or of a Lot which is the security for the indebtedness due the First Mortgagee; and
- c) Written notice, with right to attend, of all meetings of Association; and
- d) Any casualty loss that affects a material portion of the Lot that is the security for the indebtedness due the First Mortgagee; and
- e) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 3. Books and Records. All Institutional Lenders who have an interest in the Properties shall have the right to examine the books and records of the Association during normal business hours. The Association shall provide an audited statement, for the preceding fiscal year to any Institutional Lender requesting such statement in writing.

Section 4. Notice of Actions. The Board shall give to such First Mortgagees as may request it, expeditious notice of any civil action or liens lodged against the Association or Officers or Trustees regarding their conduct in administering the affairs of the Association.

Section 5. Payment of Taxes and Charges. A first Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The First Mortgagee or First Mortgagees making such payments shall be owed immediate reimbursement therefore by the Association.

Section 6. Approvals. As long as the Developer has Class C voting rights, the following actions require the prior approval of the Federal Mortgage Agencies: annexation of additional properties not within the Development Limits, dedication of the Common Area, mergers and consolidations, mortgaging of the Common Area, amendment of this Declaration and any Supplementary Declaration.

ARTICLE IX GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless the Covenants and Restrictions are expressly terminated by an instrument signed by not less than seventy-five percent (75%) of Class A Members, the Class C Member, and sixty-seven percent (67%) of the First Mortgagees. A termination must be approved by Loudoun County and be recorded in the land records of Loudoun County in order to become effective.

Section 2. Amendment. For a period of three (3) years after the recording of this Declaration, the Developer may make amendment unilaterally which is required by the Federal Mortgage Agencies or the County of Loudoun, Virginia, as a condition of approval of the documents by the execution and recordation of such amendment following Registered Notice to all Owners. After such three (3) year period, or to make any amendment which is not one required by such agencies, any amendment shall be accompanied by a document signed by not less than sixty-seven percent (67%) of the Class A Members, the Class C Member, and the Association, and evidence of the approval required in Article VIII above. Any amendment must be recorded in the land records of Loudoun County in order to become effective.

Section 3. Enforcement. The Association, the Developer, any Owner, or First Mortgagee, as their interests may appear shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Certain Rights of the Developer. For such time as the Developer shall own Lots, its rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions:

There shall be no amendments to the Founding Documents which:

- (a) Discriminate or tend to discriminate against its rights as an Owner.
- (b) Changes Article I, Definitions, in a manner which alters its rights or status.
- (c) Alters its rights under Article II as regards annexation of additional properties.
- (d) Alters the character and rights of membership or the rights of the Developer as set forth in Article III.
- (e) Alters previously recorded or written agreements with public or quasi-public agencies as regards easements and rights-of-way.
- (f) Denies the right to convey Common Area to the Association so long as such Common Area lies within the land area represented in the Properties or Development Limits.
- (g) Alters its rights as set forth in Article III relating to design controls.
- (h) Alters the basis for assessments.

- (i) Alters the provisions of the protective covenants as set forth in Article VI.
- (j) Alters the number or selection of Trustees as established in the Bylaws.
- (k) Alters the Developer's rights as they appear under this Article.

Section 5. Management Contracts. Until such time as the Class C membership expires, the Developer shall have the right to enter into professional management contracts for the management of the Properties; Provided however, that such contracts, shall not be for more than (3) years, and the Association shall have the right to terminate such contracts, with or without cause, upon ninety (90) days written notice given to the other party, or upon the expiration of the rights of Developer as set forth in Article 1, Section 8.

Section 6. Limitations. As long as the Developer has an interest in developing the Properties as defined in Article I hereof, the Association may not use its financial resources to defray any costs of opposing the development activities of the Developer. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 7. Severability. Invalidation of any one of those covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then Supplementary Declarations, then the Articles of Incorporation of the Association, then the Bylaws, then the Book of Resolutions; except that in all cases where the Governing Documents are found to be in conflict with statute, the statute shall control.

Section 9. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value marketability, and desirability of the Properties by providing a common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

**ARTICLE X
DISSOLUTION OF THE ASSOCIATION**

The Association may be dissolved with the written consent of seventy-five percent (75%) of the Class A Members and the consent of the Class C Member, if any, and the consent of the sixty-seven percent (67%) of the First Mortgagees. Prior to the dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for dedication to Loudoun County. In the event that such dedication is refused acceptance, upon dissolution such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to similar purposes.

IN WITNESS WHEREOF, the Developer, ASHBURN FARM PARTNERSHIP, has caused this Declaration to be duly executed this 17th day of December 1987.

ASHBURN FARM PARTNERSHIP
By: JOHN D. STOKELY, JR
General Partner

STATE OF VIRGINIA
COUNTY OF LOUDOUN, to-wit:

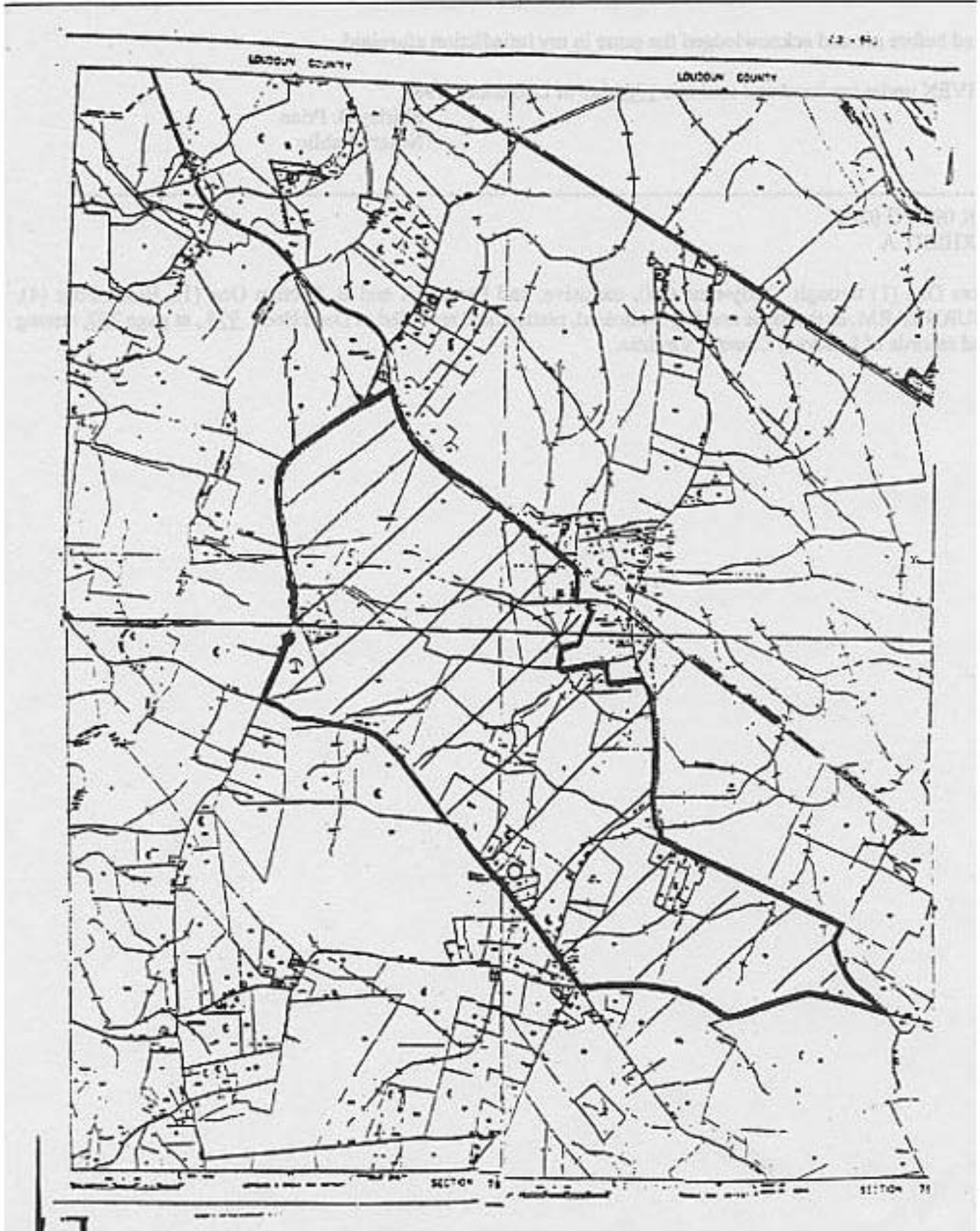
I, the undersigned Notary Public, in and for the State and County aforesaid whose commission expires on the 25th day of April, 1988, do hereby certify that John D. Stokely, Jr., as, General Partner of ASHBURN FARM PARTNERSHIP, whose name is signed to the foregoing Declaration of Covenants and Restrictions, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 17th day of December, 1987.

Shirley B. Price
Notary Public

BK 097 PG 0281
EXHIBIT A

Lots One (1) through Thirty-nine (39), inclusive, and Parcels A and B, Section One (1), Block Four (4), ASHBURN FARM, as the same are duly dedicated, platted, and recorded in Deed Book 974, at page 207, among the land records of Loudoun County, Virginia.



**RESOLUTIONS
OF
THE BOARD OF TRUSTEES
OF
ASHBURN FARM ASSOCIATION**

**RESOLUTIONS OF THE BOARD OF TRUSTEES
OF
ASHBURN FARM ASSOCIATION**

Addition to the Declaration of Covenants and Restrictions, Article VI, Section 1 (a), adopted October 20, 1992:

There will be no shooting or launching of any type of ammunition including but not limited to: arrows, BB guns, sling shots, etc., within the Association Grounds.

Addition to the Declaration of Covenants and Restrictions, Article VI, Section I (a) adopted November 3, 1992:

The following procedure to be implemented upon improper use of the Association's tennis courts or multi-purpose courts (basketball courts), including but not limited to roller blading, roller skating, bike riding, etc.:

- (1) Any offense must be documented in writing by an Association member or the Community Manager and sent to the Board of Trustees.
- (2) Upon the first documented offense a letter from the Association will be sent to the offender notifying them of their violation and the actions to be taken by the Association if the improper use is not terminated.
- (3) Upon the second documented offense the Association's attorney will send a letter to the offender notifying them that the Association will take legal action if the improper use persists.
- (4) Upon the third documented offense a special meeting of the Board of Trustees will be held in which the Board will review the violations and vote on having the Association's attorney take legal action.

Addition to the Declaration of Covenants and Restrictions, Article 1JL Section 1(a) adopted November 3, 1992:

The following procedure to be implemented when pet owners do not cleanup after their pets on Association Property.

- (1) Any offense must be documented in writing by an Association member or the Community Manager and sent to the Board of Trustees.
- (2) Upon the first documented offense a letter from the Association will be sent to the offender notifying them of their violation and the actions to be taken by the Association if the improper use is not terminated.
- (3) Upon the second documented offense the Association's attorney will send a letter to the offender notifying them that the Association will take legal action if the improper use persists.
- (4) Upon the third documented offense a special meeting of the Board of Trustees will be held in which the Board will review the violations and vote on having the Association's attorney take legal action.

**RESOLUTIONS OF THE BOARD OF DIRECTORS
OF
ASHBURN FARM ASSOCIATION**

Policies and Procedures Regarding Violation of Governing Documents

WHEREAS, Article III, Section 3 (2) of the Declaration of Covenants and Restrictions grants the Board of Trustees the power establish to rules and regulations for the use of the property of the Association; and

WHEREAS, Article III, Section 3 (7) of the Declaration of Covenants and Restrictions grants the Board of Trustees the power to perform acts as may be reasonable necessary or appropriate to enforce the governing documents; and

WHEREAS, Section 55-513 (B) of the Virginia Property Owners' Association Act provides the Association with the power to suspend a member's right to use facilities or services and to assess charges against members for violations of the governing documents

WHEREAS, the Board of Trustees deems it necessary and in the best interests of the Association to establish orderly procedures for the suspension of privileges and the assessment charges against Members for violations of the governing documents.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures shall be adopted to enforce violations of the governing documents.

I. ACTIONS PRIOR TO INITIATION OF FORMAL RESOLUTION PROCESS

- A. Any Member, Owner or Agent of the Association has the authority to request that a Member, Owner or their family members, guest or invitees cease or correct any act or omission which appears to be in violation of the governing documents.
- B. Upon receipt of a written complaint, a committee member, the Managing Agent or a member of the Board of Trustees may make a preliminary investigation as to the validity of the complaint.
- C. The Board of Trustees, an Association Committee or the Managing Agent may make initial attempts to secure compliance through correspondence.

II. DEMAND

- A. If the preliminary investigation indicates the need for further action, then the Board of Trustees or a Committee shall send a written demand letter to the Member at the address, which the Member has provided to the Association or to the property address if no other address has been provided. A copy may be sent to the tenant if there is a tenant.
- B. The demand letter shall specify the alleged violation, the action required to abate the violation and a date, usually not less than ten (10) days after the date of the demand letter, by which the alleged violation must be remedied. Provided, however, when the violation may constitute a health or safety hazard, demand may be made to remedy the violation within twenty-four (24) hours.
- C. If the violation is not remedied by the date set forth in the initial demand letter and second demand letter may be sent. The second demand letter shall state that if the violation is not remedied, the alleged violator must request in writing a hearing to avoid the imposition of charges. The letter shall also state that if no hearing is requested, the Member will be deemed to have waived the opportunity for a hearing and violation charges may be assessed. Notwithstanding the foregoing, the Association may establish a hearing date and hold a hearing to determine the validity of the complaint.

III. NOTICE OF HEARING

- A. If the alleged violation is not remedied within the date or time specified in the second demand letter and the Member requests a hearing or if the Board or a Committee determines a hearing is necessary, a notice of hearing shall be sent. The Board of Trustees or a Committee shall serve a Notice of Hearing on the charged Member at least fourteen (14) days prior to the hearing by hand delivery or certified mail, return receipt requested, at the address of record with the Association.
- B. The Notice of Hearing shall be substantially in the following form, but may include other information.

You are hereby notified that a hearing will be held before the Board at (place) on (date), at (time) the charge that you are in violation of _____ of the _____ governing documents / architectural guidelines. You may be present at hearing, may be represented by counsel, and may present any relevant evidence regarding the alleged violation. If the Association finds that a violation has occurred or has not been remedied, you may be assessed up to fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature.

- C. If the charged member advises the Association that they cannot attend the hearing on the scheduled date and indicates times and dates when they would be available, the Association may reschedule the hearing and deliver notice of the new hearing date and time.

IV. HEARING

- A. The hearing need not be conducted according to technical rules of evidence applied in a court of law. The hearing shall provide the alleged violator with an opportunity to be heard and to be represented by counsel.
- B. The hearing shall be conducted in private.
- C. At the hearing, the charged party may do the following:
 - (a) Make and opening statement;
 - (b) Introduce evidence, testimony and witnesses;
 - (c) Rebut evidence and testimony;
 - (d) Make a closing statement.
- D. Within thirty (30) days of the hearing, the Association shall notify the alleged violator of its decision, the assessment of any charges, and the date from which those charges shall accrue and be due, which date shall not be earlier than the date of the first demand letter of the notice of hearing.

V. SANCTIONS

Disciplinary action imposed by the Association may include, but is not limited to:

- (a) the assessment of charges against the Member in accordance with Section 55-513 (B) of the Virginia Property Owners Association Act and
- (b) the suspension of the Member's right to use the Association's facilities and services in accordance with Section 55-513 (B) of the Virginia Property Owners Association Act.

This resolution was duly adopted by the Board of Trustees this 1st day of September, 1998.

Ashburn Farm Association, Inc.
By: Glenn Hargis
Glenn Hargis, President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Trustees held on September 1, 1998

Motion by: Steve DeLong

Seconded by: Clarke Colombo

VOTE

No Abstain Absent

Glen J. Hargis
President

Clarke Colombo
Vice President

Samuel Halman
Treasurer

Richard W. Leggett
Secretary

Steve DeLong
Director

Clarke Colombo
Director

Samuel Halman
Director

ATTEST

Richard W. Leggett
Secretary

9-11-98
Date

PROCEDURE FOR ENFORCEMENT

RESOLUTION REGARDING VIOLATIONS OF GOVERNING DOCUMENTS

- I. Report in writing of a violation of the governing documents.
- II. Preliminary investigation or inspection.
- III. Written attempt to secure compliance:

First Letter Sent to Member/Homeowner (and Tenant)

- A. Specify the violation.
- B. Action required to abate the violation.
- C. A date by which the violation must be remedied.

Second Letter Sent Certified Mail Return Receipt Requested (if violation is not corrected per date required).

- A. Violation is not remedied
- B. Homeowner must request in writing a hearing to avoid imposition of charges.
- C. If no written request from Homeowner opportunity for hearing is deemed waived, charges will be assessed.
- D. Association may still decide to go forward with setting a hearing date and time.

- IV. Notice of Hearing: The 55-513B Hearing Committee is made up of one Board member, one ARB Committee member, and one Association Staff member.

- A. Date and Time for Hearing is set.
- B. At least fourteen days prior notice is given to Homeowner.
- C. Notice is sent by Certified Mail, return receipt requested to address of record with the Association
- D. Notice of Hearing shall be substantially in the following form, but may include other information.

“You are hereby notified that a hearing will be held before the 55-513(b) Hearing Committee at 21400 Windmill Drive on (date), at (time) on the charge that you are in violation of the governing documents/architectural guidelines. You may be present at this hearing, may be represented by counsel, and may present any relevant evidence regarding the alleged violation. If the association finds that a violation has occurred or has not been remedied, you may be assessed up to fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature.”

- E. If Homeowner gives notice that they cannot attend, but wants to reschedule the Association may reschedule the hearing and deliver notice of the new hearing date and time.

- V. 55-513(b) Hearing

- A. Meeting is tape recorded and minutes are taken.
- B. Meeting can be informal, but in private.
- C. Items the Homeowner can address:
 - (1) Make an opening statement;
 - (2) Introduce evidence, testimony and witnesses;
 - (3) Rebut evidence and testimony;
 - (4) Make a closing statement.

- D. Within thirty (30) days of hearing Committee must notify the alleged violator of its decision.

- VI. Sanctions: Disciplinary action imposed by the Association may include, but are not limited to:
- A. The suspension of the Homeowner's rights to use the Association's facilities and services in accordance with Section 55-513(b) of the Virginia Property Owners Association Act. Services would include but are not limited to pool membership, community events, and use of the common area.
 - B. The assessment of charges or fines against the Homeowner in accordance with section 55-513(b) of the Virginia Property Owners Association Act. The VPOAA states: "The amount of any charges so assessed shall not be limited to the expense or damage to the association caused by the violation, but shall not exceed fifty dollars for a single offense or ten dollars per day for any offense of a continuing nature and shall be treated as an assessment against the member's lot for the purposes of 55-516, lien for assessments." An example of a fifty-dollar fine could be failure to submit an ARB application and or comply with previous application ruling or failure to replace maintenance items. An example of a continuing offense that would accrue daily charges of ten dollars a day could be nuisance practices, non-compliance mailbox or paint colors, non-compliance fence or failure to repair or replace maintenance items.

If necessary and property is still not in compliance, the Board can authorize legal proceedings.

- VII. Appeal: Member has the right to appeal to full Board of Trustees by:
- A. Verbal request for an appeal within 48 hours of receiving the Committee's decision per 55-513(b).
 - B. Written request for an appeal with five (5) working days of the Committee's decision per 55-513(b).
 - C. Appeal added to agenda of next scheduled Board of Trustee's meeting.
 - D. Written notice to homeowner, sent by certified mail, return receipt requested fourteen (14) days prior to meeting date, which the appeal is on agenda.
 - E. Background information is forwarded to Board of Trustees at least five (5) days before the scheduled appeal.

(9/98)

5/1/98

APPROVED

**RESOLUTION OF THE BOARD OF TRUSTEES
OF
ASHBURN FARM ASSOCIATION**

Policies and Procedures Regarding the Collection of Assessments

WHEREAS, Article V, Section I of the Declaration of Covenants, and Restrictions personally obligates each Owner to pay annual and special assessments to fund the common expenses of the Association; and

WHEREAS, Article V, Section 7 sets forth the remedies of the Association for the Nonpayment of Assessments; and

WHEREAS, the Board of Trustees deems it necessary and in the best interests of the Association to establish orderly procedures for the billing and collection of assessments.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures regarding the collection of assessments shall be adopted.

I. ASSESSMENT OBLIGATIONS

- A. All quarterly assessments of the annual assessments shall be due and payable on the first day of the applicable quarter ("Due Date").
- B. The Association will mail a notice to every Owner which will inform the Owner of the amount of the quarterly assessment; however, no Owner will be excused of the obligation to pay the assessment if a notice is not received. Each Owner is under a legal duty to seek out information about the assessment if a notice is not received.
- C. Non-resident Owners must furnish the Association with an address and telephone number where they can be contacted; otherwise, all notices shall be sent to the property address and the Owners shall be responsible for the information contained therein.

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

- A. Late Charge – Any installment of the annual assessment not paid to Association within thirty (30) days after the due date shall be considered delinquent and a late charge of \$25.00 shall be assessed to the Owner and posted to the Owner's account.
- B. Returned Check Charge – If the Association receives a check from an Owner which fails to clear the Owner's account, an administrative charge of \$10.00 shall be charged to the Owner and posted to the Owner's account.
- C. Acceleration of Assessments – If any installment of the annual assessments is not paid within sixty (60) days of the due date, the entire balance of the annual assessments shall be and hereby is accelerated and due in full.
- D. Suspension of Privileges – If any installment of the annual assessment is not paid within thirty (30) days of the due date, the Owner's rights, privileges and benefits of ownership shall be and hereby are suspended. Such suspension may include, but is not limited to, the right to use any of the Association's amenities.
- E. Attorney's Fees – If any installment of the annual assessment is not paid within ninety (90) days of the due date, the Association will employ an attorney to collect the past due balance. The Owner will be responsible for the payment of and will be assessed any costs and attorney's fees incurred by the Association to collect a past due balance.

Ashburn Farm Association Declaration of Covenants and Restrictions

F. Method of Crediting Payments – Payments received by the Association from a delinquent Owner shall be credited in the following order of priority:

- (1) Any attorney's fees, court costs and other costs of collection;
- (2) Late Charges;
- (3) Interest;
- (4) Charges assessed against an Owner resulting from violations of the governing documents;
- (5) Any Special Assessments; and
- (6) Quarterly Assessments.

This resolution was duly adopted by the Board of Trustees this 5th day of May, 1998.

Ashburn Farm Association

By Steven J. DeLong, President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held on MAY 5, 1998

Motion by: LAVINA SALMAN

Seconded by: DEBORAH LEVETT

VOTE:

Yes

No

Abstain

Absent

Simon J. ...
President

✓

Thomas ...
Vice President

✓

Clarke E. Colombo
Treasurer

✓

Lavina K. Salman
Secretary Director

✓

[Signature]
Director

✓

Glenn ...
Director

✓

Deborah W. Levett
Director

✓

ATTEST:

Deborah W. Levett
Secretary

MAY 6, 1998
Date

**THE BOARD OF DIRECTORS
OF
ASHBURN FARM ASSOCIATION**

RESOLUTION

The BOARD OF DIRECTORS OF ASHBURN FARM ASSOCIATION, hereinafter Association, at a duly held meeting of the Board of Association hereby adopt by unanimous voted by the Board – as evidenced by signatures affixed hereto the following resolution and in support of which resolution states as follows:

WHEREAS, the Declaration of Covenants and Restrictions of the Association at Article V, Section 1, expressly provide for recovery of all costs of collection in matters involving failure to pay maintenance assessments and;

WHEREAS, the Declaration of Covenants and Restrictions of the Association at Article V, Section 7, further provide various remedies to the Association involving failure by Association members to pay maintenance assessments including; additional charges including interest, penalties and cost of collection and;

WHEREAS, the Code of Virginia within the Virginia Property Owners Association Act at Section 55-515 expressly provide for recovery of reasonable attorney fees incurred by Association in enforcing the Declaration of Covenants and Restrictions.

IT IS:

THEREFORE, resolved by the Board of the Association pursuant to the covenants and statutes cited herein that the Association will be entitled to recovery of any and all reasonable attorney fees incurred in collecting delinquent assessments from Association members and/or tenants.

THIS RESOLUTION OF THE BOARD OF DIRECTORS OF ASHBURN FARM ASSOCIATION is duly adopted this, 2nd day of March, 1993.

Board Member

2 7 1 4 2

**SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS**

THIS SUPPLEMENTARY DECLARATION is made this 17th day of December 1987, by ASHBURN FARM PARTNERSHIP, a Virginia general partnership (the "Developer").

WHEREAS, Developer is the Owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein become subject to the Ashburn Farm Declaration of Covenants and Restrictions; and also become subject to the provisions hereinafter set forth.

NOW THEREFORE, Developer hereby declares that all of the property described herein, together with such additions as may hereafter be made thereto as provided in Article 11 hereto, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in Ashburn Farm Declaration of Covenants and Restrictions dated December 11, 1987, and recorded in Deed Book 974 at page 224 among the land records of Loudoun County, Virginia (the "Declaration"), and subject to the covenants, restrictions, easements, changes, and liens set forth herein.

**ARTICLE I
NEIGHBORHOOD DESIGNATION**

Lots One (1) through Thirty-nine (39), inclusive, and Parcel A and Parcel B, Section One (1), Block Four (4), Ashburn Farm, as duly dedicated, platted, subdivided, and recorded in Deed Book 974 at page 207 of the aforesaid land records, are hereby designated as a Neighborhood of Ashburn Farm and shall be known as Hampshire Neighborhood (the "Neighborhood").

**ARTICLE II
PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION**

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots One (1) through Thirty-nine (39), inclusive, and Parcel A and Parcel B, Section (1), Block Four (4), Ashburn Farm.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Limits may be added to this Neighborhood by the Developer or a Builder (with the consent of the Developer), without the consent of the Owners, within five years of the recordation of this Supplementary Declaration by recording a Supplementary Declaration with respect to such land which designates it as part of the Neighborhood and by filing with the Association the plat and plans for such addition.

**ARTICLE III
NEIGHBORHOOD ASSESSMENTS**

Section 1. Purpose. Neighborhood Assessments shall be used exclusively for the purpose of providing services, which are necessary or desirable for the health, safety, and welfare of the Members within the Neighborhood. Such services may include: maintenance and operation of any Neighborhood Common Area as described and designated in the Governing Documents, providing services to the Living Units in the Neighborhood, such as trash removal, and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment.

Section 2. Basis of Assessment. For Neighborhood Assessment purposes, all Living Units which are or have been occupied by a Single Family shall be assessed at One Hundred Percent (100%) of the Neighborhood Assessment rate.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following commencement of assessments in the Neighborhood, the maximum annual Neighborhood Assessment shall be One Hundred and NO/00 Dollars (\$100.00) per year.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood:

- (a) The Board of Trustees may increase the maximum each year by the greater of:
 - 1) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or
 - 2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.
- (b) The maximum may be increased above the amount which can be set by the Board with the approval of sixty-seven percent (67%) of the Class A Members who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Neighborhood, and collected and disbursed by the Association as provided in the Declaration, by a vote of two-thirds of Trustees, the Board shall fix the annual Neighborhood Assessment and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Neighborhood.

Section 6. Reserve Accounts. The Board of Trustees shall maintain in a separate interest-bearing account or separately account for reserves for the repair and replacement of capital items located in the Neighborhood and maintained by the Association as provided in the Declaration.

ARTICLE IV PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any structure located on a Lot within the Neighborhood and any improvements to be made to the structure of the Lot must be substantially completed in accordance with the plans specifications approved by the Architectural Review Board within eighteen (18) months after constructions of the same shall have commenced, except the Architectural Review Board may grant extensions where such completion is impossible or is the result of matters beyond the control of Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Loudoun County and approved in writing by the Architectural Review Board, subject to rules adopted by the Board of Trustees to prevent unreasonable adverse impact on adjacent Lots and Living Units. Nothing herein shall be deemed to prevent an owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease. Residential use shall include group homes for the handicapped, mentally retarded, or otherwise disadvantaged persons.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles or the storage of unregistered motor vehicles or motor vehicles parts. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

- (a) All motor vehicles including, but not limited to trail bikes, motorcycles, mopeds, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Area, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets, lanes, and parking areas constructed on Common Area.
- (b) Parking of all commercial and recreational vehicles and related equipment, including boats and boat trailers, other than on a temporary and non-recurring basis, shall be in garages or in areas approved by the Association for such parking. No such area for approved parking is currently contemplated by the Association. There shall be no parking of commercial recreational vehicles anywhere within public view; parking of commercial and recreational vehicles shall be restricted entirely to garages and enclosed areas. If a truck mounted camper is to be an Owner's primary means of transportation, it shall not be considered a recreational vehicle provided it meets the following conditions: (a) the vehicle is moved on a daily basis; (b) it is parked within a garage or driveway; and (c) if the camper is removed, the camper shall be stored in an area screened from all surrounding property.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot, must not become a nuisance to other residents, and must be in compliance with all applicable Loudoun County ordinances.

Section 5. Clothes Drying Equipment. No exterior clothes lines or other exterior clothes drying apparatus shall be permitted on any Lot, unless approved in writing by the Architectural Review Board. It is initially contemplated that no exterior clothes lines or other exterior clothes drying apparatus be permitted.

Section 6. Antennae. Exterior television or other antennae satellite dishes of any kind are prohibited, unless approved in writing by the Architectural Review Board. It is initially contemplated that no exterior antennae or satellite dishes will be permitted.

Section 7. Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned on any Lot.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written approval of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards and real estate sale and rental signs which shall be removed immediately when a binding contract or lease has been entered into for the Lot.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Architectural Review Board shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences, walls or enclosures must be approved by the Architectural Review Board as to location, material, color and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Neighborhood.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Storage of Firewood. Storage of firewood shall be restricted to rear yards and all firewood storage locations must be approved in writing by the Architectural Review Board.

Section 15. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), and no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on Loudoun County approved site plans may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 16. Leases. All leases within the Neighborhood shall be for a minimum of six (6) months. Leases shall be valid only if the tenant acknowledges receipt of a copy of the rules and regulations of the Association and the Lease shall state such acknowledgement. Approved lease language meeting this requirement will be provided by the Board of Trustees.

Section 17. Rules. From time to time the Board of Trustees shall adopt rules, including, but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a two-thirds (2/3) vote of the Board of Trustees, following a hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 18. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer or a Builder is engaged in developing any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, cutting or clearing of live trees and vegetation, erection, maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and the general appearance of the Properties.

ARTICLE V COMMON DRIVEWAYS

Section 1. Definitions

- (a) "Common Driveways" shall be the areas within ingress and egress easements as shown on the plats of Properties attached to the deeds of dedication, subdivision or easement for the Properties in the Neighborhood.
- (b) "Affected Lots" shall be all of the Lots served by a Common Driveway. The following Lot is designated as an Affected Lot: Lot Thirty (30), Section One (1), Block Four (4) Ashburn Farm.

The following Lots are subject to ingress and egress easement, but are not "Affected Lots" and are not subject to maintenance provisions of this Article, unless the Owners of such Lots, their respective agents, guests, or family, make use of the pertinent Common Driveway: Lots Twenty-nine (20) and Thirty-one (31), Section One (1), Block Four (4), Ashburn Farm.

Section 2. Restrictions

- (a) Common Driveways shall be used exclusively for the purpose of ingress and egress to and for construction maintenance of utilities for the Affected Lots served by the individual Common Driveways.
- (b) No act shall be performed by any Member, their tenants, guests, or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment or any other authorized Member in and to the Common Driveway or an Affected Lot.
- (c) There shall be no parking within Common Driveways at any time except for delivery and/or emergency vehicles, unless the Board, by resolution, determines otherwise upon petition of an Owner of an Affected Lot.

Section 3. Damage or Destruction. In the event that a Common Driveway is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time.)

- (a) Through the act of a Member or any of his agents or guests or tenants or members of his family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Member to rebuild and repair the Common Driveway without any cost to the other Owners of Affected Lots for that Common Driveway.
- (b) Other than by the act of Member, his agents, guests, tenants, or family, it shall be the obligation of all Owners of Affected Lots for that Common Driveway to rebuild, repair, and maintain such Common Driveway at their joint and equal expense.
- (c) If the Owners of Affected Lots do not perform all necessary rebuilding, repairs, or maintenance to any Common Driveway, the Association may do so as their agent, and shall levy such Restoration Assessments against the Affected Lots for that Common Driveway as may be needed to cover the cost of the work.

Section 4. Right to Contributions Run With Land. The right of any Owner to contribution from any other owner for the repair and maintenance of a Common Driveway under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. Any dispute arising concerning a Common Driveway, or under the provisions of this Article, which cannot be resolved by the Owners of Affected Lots for that Common Driveway, shall be resolved by arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

**ARTICLE VI
RESERVATION OF EASEMENTS**

There shall be and is hereby reserved to the Developer and its successors and assigns, a utility and road construction easement over the Lots and Parcels subject to this Supplementary Declaration which may be conveyed to Loudoun County, the Virginia Department of Transportation or the Loudoun County Sanitation Authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Easement shall expire, if not conveyed to such public entity, within sixty (60) months from the date hereof, or after the earlier release of all public improvement bonds and acceptance of streets for public maintenance concerning the Lots and Parcels subject to this Supplementary Declaration.

**ARTICLE VII
GENERAL PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Supplementary Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in the Neighborhood and sixty-seven percent (67%) of the First Mortgagees who hold mortgages on Lots in the Neighborhood. A termination must be approved by Loudoun County and be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Members, if any, the Association, the Owners of not less than sixty-seven percent (67%) of the Lots in the Neighborhood, and fifty-one percent (51%) of the First Mortgagees who hold mortgages on Lots in the Neighborhood. The Developer or a Builder shall not amend or remove this Supplementary Declaration without the consent of the Association and an Owner (other than a Builder or the Developer) of a least one Lot in the Neighborhood. Any amendment must be recorded to become effective.

Section 3. Enforcement. The Association, the Developer, any Member with the Neighborhood, or First Mortgagee, as their interest may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending, or vacating the provisions of the Code of Loudoun County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

Section 7. Utility Lines. When the utility line for a Lot extends under an adjacent Lot or Parcel, the Owner of the Lot may enter the adjacent Lot or Parcel for the purpose of maintenance or repair of the utility line, subject to the obligation to restore the adjacent Lot or Parcel to as near as possible to its original condition promptly upon completion of the repair or maintenance.

IN WITNESS WHEREOF, Developer has caused this Supplementary Declaration of Covenants and Restrictions to be executed.

ASHBURN FARM PARTNERSHIP, a
Virginia general partnership
By: John D. Stokely, Jr.
General Partner

STATE OF VIRGINIA
COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the state aforesaid whose commission expires on the 25th day of April, 1986, do hereby certify that John D. Stokely, Jr., a General Partner of ASHBURN FARM PARTNERSHIP, whose name is signed to the foregoing Supplementary Declaration of Covenants and Restrictions bearing date on the 17th day of December 1988, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 17th day of December 1987.

Notary Public

**SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS**

SUPPLEMENTARY DECLARATION is made this 16th day of February 1988, by ASHBURN FARM PARTNERSHIP, a Virginia general partnership, hereinafter called "Developer".

WHEREAS, Developer is the owner of the real property described in this Supplementary Declaration; and

WHEREAS, Developer intends that the property described herein become subject to the Ashburn Farm Declaration of Covenants and Restrictions and also become subject to the provisions hereinafter set forth.

NOW THEREFORE, Developer hereby declares that all of the property described herein, together with such additions as may hereafter be made thereto as provided in Article 11 hereto, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Ashburn Farm Declaration of Covenants and Restrictions, dated December 17th, 1987, and recorded in Deed Book 974, at page 224, among the land records of Loudoun County, Virginia ("Declaration"), and subject to the covenants, restrictions, easements, charges, and liens set forth hereinafter.

**ARTICLE I
NEIGHBORHOOD DESIGNATION**

Lots One (1) through Fifty-Six (56), inclusive, and Parcel F, Section Two (2), Block Six (6), Ashburn Farm, as duly dedicated, platted, subdivided, and recorded in Deed Book 984 at page 583 of the aforesaid land records, are hereby designated as a Neighborhood of Ashburn Farm and shall be known as Arundel Neighborhood (the "Neighborhood").

**ARTICLE II
PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION**

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots One (1) through Fifty-Six (56), inclusive, and Parcel P, Section Two (2), Block Six (6), Ashburn Farm.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Limits may be added to this Neighborhood by the Developer or a Builder (with the consent of the Developer), without the consent of the Owners, within seven (7) years of the recording of this Supplementary Declaration by recording a Supplementary Declaration with respect to such land which designates it as part of the Neighborhood and by filing with the Association the plat and plans for such addition.

**ARTICLE III
NEIGHBORHOOD ASSESSMENTS**

Section 1. Purpose. Neighborhood Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of the Members within the Neighborhood. Such services may include: maintenance and operation of any Neighborhood Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Neighborhood Common Area, providing services to the Living Units in the Neighborhood, such as trash removal, and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment including those streets constructed on the Neighborhood Common Area.

Section 2. Basis of Assessment. For Neighborhood Assessment purposes, all Living Units which are or have been occupied by a Single Family shall be assessed at One Hundred Percent (100%) of the Neighborhood Assessment rate.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following commencement of assessments in the Neighborhood, the maximum annual Neighborhood Assessment be Two Hundred and NO/100 Dollars (\$200.00) per year.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood:

- (a) The Board of Trustees may increase the maximum each year by the greater of:
 - (1) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or
 - (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Washington Area; such increase shall become effective the first day of the next year.
- (b) The maximum may be increased above the amount which can be set by the Board with the approval of sixty-seven percent (67%) of the Class A Members who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Neighborhood, and collected and disbursed by the Association as provided in the Declaration, by a vote of two-thirds of Trustees, the Board shall fix the annual Neighborhood Assessment the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Neighborhood.

Section 6. Reserve Accounts. The Board of Trustees shall maintain in a separate interest-bearing account or separately account for reserves for the repair and replacement of capital items located in the Neighborhood and maintained by the Association as provided in the Declaration.

ARTICLE IV PARKING

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking area that may be constructed or authorized on Neighborhood Common Area for the benefit of all Owners of Lots or Living Units within the Neighborhood, which rules and regulations may include assignment of parking spaces.

ARTICLE V PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of any structure located on a Lot within the Neighborhood and any improvements to be made to the Lot must be substantially completed in accordance with the plans specifications approved by the Architectural Review Board within eighteen (18) months after constructions of the same shall have commenced, except the Architectural Review Board may grant extensions where such completion is impossible or is the result of matters beyond the control of Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Loudoun County and approved in writing by the Architectural Review Board, subject to reasonable rules adopted by the Board of Trustees to prevent unreasonable adverse impact on adjacent Lots and Living Units. Nothing herein shall be deemed to prevent an owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all the provisions of the

Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles or the storage of unregistered motor vehicles or motor vehicles parts, use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

- (a) All motor vehicles including, but not limited to trail bikes, motorcycles, mopeds, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Area, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets, lanes, and parking areas constructed on Common Area.
- (b) Parking of all commercial and recreational vehicles and related equipment, including boats and boat trailers, other than on a temporary and non-recurring basis, shall be in garages or in areas approved by the Association for such parking. No such area for approved parking is currently contemplated by the Association. There shall be no parking of commercial recreational vehicles anywhere within public view; parking of commercial and recreational vehicles shall be restricted entirely to garages. If a truck mounted camper is to be an Owner's primary means of transportation, it shall not be considered a recreational vehicle provided it meets the following conditions: (a) the vehicle is moved on a daily basis; (b) it is parked within a garage or driveway; and (c) if the camper is removed, the camper shall be stored in an area screened from all surrounding property.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot, must not become a nuisance to other residents, and must be in compliance with all applicable Loudoun County ordinances.

Section 5. Clothes Drying Equipment. No exterior clothes lines or other exterior clothes drying apparatus shall be permitted on any Lot, unless approved in writing by the Architectural Review Board. It is initially contemplated that no exterior clothes lines or other exterior clothes drying apparatus be permitted.

Section 6. Antennae. Exterior television or other antennae and satellite dishes of any kind are prohibited, unless approved in writing by the Architectural Review Board. It is initially contemplated that no exterior antennae will be permitted.

Section 7. Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned on any Lot.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written approval of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards and real estate sale and rental signs which shall be removed immediately when a binding contract or lease has been entered into for the Lot.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Architectural Review Board shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences, or enclosures must be approved by the Architectural Review Board as to location, material, color and design. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Neighborhood.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Storage of Firewood. Storage of firewood shall be restricted to rear yards. All firewood storage locations must be approved in writing by the Architectural Review Board.

Section 15. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), and no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on Loudoun County approved site plans may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 16. Leases. All leases within the Neighborhood shall be for a minimum of six (6) months. Leases shall be valid only if the tenant acknowledges receipt of a copy of the rules and regulations of the Association and the Lease shall state such acknowledgement. Approved lease language meeting this requirement will be provided by the Board of Trustees.

Section 17. Rules. From time to time the Board of Trustees shall adopt rules, including, but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a two-thirds (2/3) vote of the Board of Trustees, following a hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 18. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer or a Builder is engaged in developing any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, cutting or clearing of live trees and vegetation, erection, maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and the general appearance of the Properties.

**ARTICLE VI
PARTY WALLS AND FENCES**

Section 1. General Rules of Law to Apply. Each wall or fence which is built as a part of the original construction of the homes upon the Properties and placed, or designed to be placed, on the dividing line between the Lots, or designed to constitute a common wall or fence of two adjacent Living Units, or any replacement therefore, shall constitute a party wall or party fence, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and party fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The owners of adjoining lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

- (a) through the act or failure to act of an Owner or any of his agents or guests or tenants or members of his family (whether or not such act or failure to act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or party fence without cost to the other adjoining Lot Owners or Owners. It shall be the burden of the Owner seeking repair to prove that the damage or deterioration of the party wall or party fence was the result of the act or failure to act of the adjoining Lot owner or the agents, guests, tenants, or family of the adjoining Lot Owner.
- (b) other than by the act or failure to act of an Owner, his agents, guests, tenants, or family, it shall be the obligation of all Owners of Affected Lots adjoin such wall or fence to rebuild and repair such wall at their joint and equal expense.
- (c) The Association shall have the authority but not the obligation to make repairs to any party wall or party fence and to assess each adjacent Lot for the full cost of such repair assessing for such repairs shall be a Restoration Assessment as is set forth in the Declaration.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall or party fence without the prior consent of all owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contributions Run With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. Any dispute arising concerning a party wall or party fence, or under the provisions of this Article, which each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Easement. The Owner of each Lot within the Neighborhood is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for building and roof overhangs, projections, fireplace walls, gutters, downspouts, and other portions of the buildings which extend or project into, onto, or over an adjacent Lot or Common Area. This easement shall include an easement for building encroachments, which occur over time as a result of the shifting or settling of structures on any Lot.

When any building or appurtenance extends to or over the lot line of an adjoining Lot or Parcel, the owner of said building shall have the right to enter upon a reasonable portion of such adjoining Lot or Parcel at reasonable times for the purpose of performing repairs or maintenance of his building or appurtenance. Except as otherwise provided in the Declaration or Supplementary Declaration, such right of entry shall place no obligation on the entering party to maintain land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

**ARTICLE VII
INSURANCE**

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which an attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payment for such Owner, and the cost of such payments shall thereupon become a Restoration Assessment on the Owner's Assessable Unit.

From time to time the Association may require owners to provide evidence of compliance with this Article.

**ARTICLE VIII
NEIGHBORHOOD COMMON AREA**

The following property is hereby designated as Neighborhood Common Area, as defined in Article 1, Section 20, of the Declaration, for the benefit of Arundel Neighborhood: Parcel P, Section Two (2), Block Six (6), Ashburn Farm.

**ARTICLE IX
RESERVATION OF EASEMENTS**

There shall be and is hereby reserved to the Developer and its successors and assigns, a Utility and Construction Easement with respect to the Lots and Parcels subject to this Supplementary Declaration, which may be conveyed to Loudoun County, the Virginia Department of Transportation or the Loudoun County Sanitation Authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Easement shall expire if not conveyed to such public entity, within sixty (60) months from the date hereof, or after the earlier release of all public improvement bonds and acceptance of streets for public maintenance concerning the Lots and Parcels subject to this Supplementary Declaration.

**ARTICLE X
GENERAL PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Supplementary Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots in the Neighborhood, the Association, the Class C Members and sixty-seven percent (67%) of the First Mortgagees who hold mortgages on Lots in the Neighborhood. A termination must be approved by Loudoun County and be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Members, if any, the Association, the Owners of not less than sixty-seven percent (67%) of the Lots in the Neighborhood, and fifty-one percent (51%) of the First Mortgagees who hold mortgages on Lots in the Neighborhood; provided, however, that a Builder or the Developer shall not amend or remove this Supplementary Declaration without the consent of the Association and an owner (other than a Builder or the Developer), of a least one Lot in the Neighborhood. Any amendment must be recorded to become effective.

Ashburn Farm Association Declaration of Covenants and Restrictions

Townhouse

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in the Neighborhood.

Section 3. Enforcement. The Association, the Developer, any Member with the Neighborhood, or First Mortgagee, as their interest may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending, or vacating the provisions of the Code of Loudoun County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

Section 7. Utility Lines. When the utility line for a Lot extends under an adjacent Lot or Parcel, the Owner of the Lot may enter the adjacent Lot or Parcel for the purpose of maintenance or repair of the utility line, subject to the obligation to restore the adjacent Lot or Parcel promptly upon completion of the repair or maintenance.

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration of Covenants and Restrictions to be executed.

ASHBURN FARM PARTNERSHIP, a
Virginia general partnership

By: John D. Stokely, Jr.
General Partner

COMMONWEALTH VIRIGINA
COUNTY OF Fairfax

I, the undersigned, a notary public in and for the commonwealth and county aforesaid, whose commission expires on the 25th day of April, 1988, do hereby certify that John D. Stokely, Jr., a general partner of ASHBURN FARM PARTNERSHIP, whose name is signed to the foregoing Supplementary Declaration of Covenants and Restrictions bearing date on the 16th day of February 1988, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 16th day of February 1988.

Notary Public

**AMENDED AND RESTATED SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS AMENDED AND RESTATED SUPPLEMENTARY DECLARATION ("Supplementary Declaration") is made as of October 31, 1990 by ASHBURN FARM PARTNERSHIP, a Virginia general partnership ("Developer"), ASHBURN FARM ASSOCIATION, a Virginia non-stock corporation ("Association"), and TIMBER RIDGE I JOINT VENTURE, a Virginia general partnership ("Builder").

WHEREAS, the Developer and Builder caused the Supplementary Declaration of Covenants and Restrictions ("Original Supplementary Declaration") dated March 27, 1990 to be recorded on April 5, 1990 in Deed Book 1082 at Page 1863 among the land records of Loudoun County, Virginia ("Land Records"), submitting certain real estate described in the Original Supplementary declaration to the covenants, charges, restrictions, easements and liens contained therein; and

WHEREAS, Article VIII, Section 2 of the Original Supplementary Declaration provides that the Original supplementary Declaration may be amended by an instrument signed by the Developer, the Association and the Owners of not less than sixty-seven (67%) of the Lots in the Neighborhood; and

WHEREAS, the Builder is currently the Owner of the sole Lot in the Neighborhood; and

WHEREAS, the Developer, the Association and the Builder (as Owner) of the sole Lot in the Neighborhood wish to amend and restate the Original Supplementary Declaration and thereby cause this Supplementary Declaration to supersede the Original Supplementary Declaration.

NOW, THEREFORE, pursuant to the foregoing, the parties hereto hereby amend and restate the original Supplementary Declaration as follows.

**ARTICLE I
NEIGHBORHOOD DESIGNATION**

Section Four (4), Block Eight (8), Ashburn Farm, as duly dedicated, platted, subdivided, and recorded in Deed Block 1069, at page 1582, of the aforesaid land records, is hereby designated as a Neighborhood of Ashburn Farm, and shall be known as Westmaren Neighborhood (the "Neighborhood").

**ARTICLE II
PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION**

Section 1. Submitted Land. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Section Four (4), Block Eight (8), Ashburn Farm.

Section 2. Additions to Existing Property. All or any part of the land described in the Development Limits may be added to this Neighborhood by the Developer or Builder (with the consent of the Developer), without the consent of the Owners, within seven (7) years of the recording of this Supplementary Declaration, by recording a Supplementary Declaration with respect to such land which designates it as part of this Neighborhood and by filing with the Association the plat and plans for such addition.

**ARTICLE III
NEIGHBORHOOD ASSESSMENTS**

Section 1. Purpose of Assessments. Neighborhood Assessments, if imposed, shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of Members within the Neighborhood. Such services may include: maintenance and operation of Neighborhood Common Area, as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Neighborhood Common Area, providing services to the Living Units in the Neighborhood, such as trash removal and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment, including those streets constructed on Neighborhood Common Area.

Section 2. Basis of Assessment. For Neighborhood Assessment purposes, all Living Units which are or have been occupied by a Single Family shall be assessed at One Hundred Percent (100%) of the Neighborhood Assessment rate.

Section 3. Maximum Neighborhood Assessment. For Neighborhood Assessments shall not be levied against any portion of the Neighborhood which is part of a condominium. All costs for the maintenance and operation of any such condominium shall be funded by assessments levied pursuant to the bylaws for the condominium unit owners association. Those portions of the Neighborhood, if any, which are not part of a condominium shall be subject to Neighborhood Assessments levied by the Association. If and when Association levies Neighborhood Assessments against such portions of the Neighborhood, the maximum annual Neighborhood Assessment shall be Two Hundred Dollars (\$200.00) until the first of the fiscal year following commencement of such Neighborhood Assessments.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood:

- (a) The Board of Trustees may increase the maximum each year by the greater of: (i) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or (ii) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published the U.S. Labor Department for the Metropolitan Washington Area. Such increase shall become effective the first day of the next year.
- (b) The maximum may be increased above the amount which can be set by the Board with the approval of the owners of sixty-seven percent (67%) of the Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Neighborhood, and shall be collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds of Trustees, the Board shall fix the annual Neighborhood Assessments and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Neighborhood.

Section 6. Reserve Accounts. The Board of Trustees shall maintain in a separate interest-bearing account or shall separately account for reserves for the replacement and repair of capital items in the Neighborhood and maintained by the Association as provided in the Declaration.

**ARTICLE IV
PROTECTIVE COVENANTS**

Section 1. Completion of Structures. The exterior of any structure and the grounds related thereto and any improvements such structure or grounds must be substantially completed in accordance with the plans specifications approved by the Architectural Review Board within eighteen (18) months after construction of the same shall have commenced, except the Architectural Review Board may grant extensions where such completion is impossible or is the

result of matters beyond the control of Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Living Units shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued, subject to rules adopted by the Board of Trustees to prevent unreasonable adverse impact on adjacent Lots and Living Units, if such occupations are (i) permitted by Loudoun County and the rules and regulations of the condominium unit owners association; and (ii) approved in writing by the Architecture Review Board. Nothing herein shall be deemed to prevent the Occupant or owner from leasing or sub-leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents, with any failure by a lessee or sub-lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the storage of unregistered motor vehicles or motor vehicle parts or for the repair of motor vehicles. For purposes of this section, "repair" shall not include: (i) emergency maintenance; (ii) ordinary light maintenance (excluding fluid changes and other operations which soil the property); and (iii) normal cleaning. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees without limiting the generality thereof;

- (a) All motor vehicles including, but not limited to trail bikes, motorcycles, mopeds, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Area, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets, lanes, and parking areas constructed on Common Area.
- (b) Parking of all commercial and recreational vehicles and related equipment, including boats and boat trailers, other than on a temporary and non-recurring basis, shall be in garages or in areas approved by the Association for such parking. No such area for approved parking is currently contemplated by the Association. If a truck-mounted camper is to be an owner's primary means of transportation, it shall not be considered a recreational vehicle, provided it meets the following conditions: (i) the vehicle is moved on a daily basis; (ii) it is parked within a garage, or driveway or designated parking area; and (iii) if the camper is removed, it shall be stored in an area screened from all surrounding property.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association or by the rules and regulations of the condominium unit owners association, generally house or yard pets, in reasonable numbers, may be kept and maintained in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Living Unit, must not become a nuisance to other residents, and must be in compliance with all applicable Loudoun County ordinances.

Section 5. Clothes Drying Equipment. No exterior clothes lines or other exterior clothes drying apparatus shall be permitted, including on the balconies or patios of any living unit, unless approved in writing by the Architectural Review Board. It is initially contemplated that no exterior clothes lines or other exterior clothes drying apparatus be permitted.

Section 6. Antennae. Exterior television or other antennae satellite dishes of any kind are prohibited, unless approved in writing by the Architectural Review Board.

Section 7. Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned.

Section 9. Signs. No signs of any type shall be displayed to public view on any properties without the prior written approval of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards and real estate sale and rental signs which shall be removed immediately when a binding contract or lease has been entered into.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Architectural Review Board shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences, walls or enclosures must be approved by the Architectural Review Board as to location, material, color and design. Any fence or wall built shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Neighborhood.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Storage of Firewood. Storage of firewood shall be restricted to the balconies or patios of the Living Units. All exterior firewood storage locations must be approved by the Architectural Review Board.

Section 15. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), and no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on Loudoun County approved site plans may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 16. Leases. Living Units owned by the Builder or the Declarant of a condominium located with the Neighborhood shall be leased for a period of not less than thirty (30) days. All other Living Units within the Neighborhood shall be leased for a period of not less than six (6) months. Leases shall be valid only if the tenant acknowledges receipt of a copy of the rules and regulations of the Association and the Lease shall state such acknowledgement. Approved lease language meeting this requirement will be provided by the Board of Trustees.

Section 17. Rules. From time to time the Board of Trustees shall adopt general rules, including, but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such general rules may be adopted or amended by a two-thirds (2/3) vote of the Board of Trustees, following a public hearing for which due notice has been provided to Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 18. Exceptions.

- (a) The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.
- (b) So long as the Developer or a Builder is engaged in developing any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, cutting or clearing of live trees and vegetation, erection, maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and the general appearance of the Properties.

**ARTICLE V
RESUBDIVISION**

The property subject to this Supplementary Declaration shall not be resubdivided without the prior written consent of the Developer so long as the Developer retains its rights as Developer as defined in the Declaration. The Association must also consent to the resubdivision. The Developer and the Association hereby consent to a resubdivision to accommodate not more than 260 residential units. The provisions of the Article shall no apply to the division or combination of condominium units in accord with Virginia law, provided that the number of Living Units is not increased.

**ARTICLE VI
RESERVATION OF EASEMENTS**

There shall be and is hereby reserved to the Developer and its successors and assigns, a Utility and Construction Easement with respect to Section Four (4), Block Eight (8), which may be conveyed to Loudoun County, the Virginia Department of Transportation or the Loudoun County Sanitation Authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Easement shall expire, if not conveyed to such public entity, within sixty (60) months from the date hereof, or at the time of the earlier release of all public improvement bonds and acceptance of streets for public maintenance concerning the property subject to this Supplementary Declaration.

**ARTICLE VII
NEIGHBORHOOD COMMON AREA**

At this time, there is no Neighborhood Common Area in this Neighborhood.

**ARTICLE VIII
GENERAL PROVISIONS**

Section 1. Duration. The Covenants and Restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Supplementary Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots in the Neighborhood and the Association. A termination must be approved by Loudoun County and be recorded become effective.

Section 2. Amendment. This Supplementary Declaration may be attended at any time by an instrument signed by the Class C Member(s), if any, the Association and the Owners of not less than sixty-seven percent (67%) of the Lots in the Neighborhood. Any amendment must be recorded to become effective. As long as the Class C partnership exists, amendment of this Supplementary Declaration requires the approval of any Federal Mortgage Agencies which have an interest in the Properties in the Neighborhood.

Section 3. Enforcement. The Association, the Developer, the builder, any Owners within the Neighborhood, or First Mortgagee, as their interests may appear shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Condominiums and Apartments

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending, or violating the provisions of the Code of Loudoun County, Virginia, which shall have force and effect on all property subject to this Supplementary Declaration.

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Supplementary Declaration to be executed by their duly authorized representatives as the date first forth above.

ASHBURN FARM PARTNERSHIP

By: John D. Stokely, Jr.
General Partner

ASHBURN FARM ASSOCIATION, a Virginia nonstock corporation

By: John D. Stokely, Jr.
President

Jan David Shiley
Secretary

TIMBER RIDGE I JOINT VENTURE

ASHBURN TIMBER RIDGE LIMITED PARTNERSHIP, a Virginia limited partnership, general partner

By: JDS, Inc. a Virginia corporation, general partner

By: John D. Stokely, Jr.
John D. Stokely, Jr.
President

By: M/P LAND COMPANY, L.P., a Virginia limited partnership, general partner

By: CHERRYWOOD DEVELOPMENT COMPANY, INC., a Virginia corporation, general partner

By: John D. Stokely, Jr.
John D. Stokely, Jr.

K1112PG 076

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the common-wealth and county aforesaid, whose commission expires on the 6-4 day of March, 1992, do hereby certify that John D. Stokely, Jr., as General Partner of ASHBURN FARM PARTNERSHIP, whose name is signed to the foregoing Amended and Restated Supplementary Declaration of Covenants and Restrictions, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 31st day of October 1990.

[Signature]
Notary Public

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the common-wealth and county aforesaid, whose commission expires on the 6-4 day of March, 1992, do hereby certify that [Signature] as President and [Signature] as Secretary of ASHBURN FARM ASSOCIATION, whose names are signed to the foregoing Amended and Restated Supplementary Declaration of Covenants and Restrictions, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 20th day of November 1990.

[Signature]
Notary Public

112FG 077

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the common-wealth and county aforesaid, whose commission expires on the 14th day of March, 1992, do hereby certify that John D. Stokely, Jr., as President of JDS, Inc., general partner of ASHBURN TIMBER RIDGE LIMITED PARTNERSHIP, general partner of TIMBER RIDGE I JOINT VENTURE, whose name is signed to the foregoing Amended and Restated Supplementary Declaration of Covenants and Restrictions, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 31st day of October, 1991.

Stephen L. Lewis
Notary Public

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the common-wealth and county aforesaid, whose commission expires on the 16th day of February, 1992, do hereby certify that John T. Hazel, Jr., as President of CHERRYWOOD DEVELOPMENT COMPANY, INC., general partner of H/P LAND COMPANY, L.P., general partner of TIMBER RIDGE I JOINT VENTURE, whose name is signed to the foregoing Amended and Restated Supplementary Declaration of Covenants and Restrictions, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 19th day of November, 1990.

Janice L. Tisdale
Notary Public

NOTARY PUBLIC

**AMENDED AND RESTATED
SUPPLEMENTARY DEDECLARATION OF
COVENANTS AND RESTRICTIONS**

THIS AMENDED AND RESTATED SUPPLEMENTARY DECLATIONS (“Supplementary Declaration”) is made this 3rd day of February, 1997, by ASHBURN FARM PARTNERSHIP, a Virginia general partnership, hereinafter called “Developer”; NEW COLONY AT ASHBURN FARM, LLC., a Virginia Limited liability company, hereinafter called “Owner”; and ASHBURN FARM ASSOCIATION, a Virginia non-stock corporation, hereinafter called “Association”.

WHEREAS, Developer recorded a Supplementary Declaration of Covenants and Restrictions for Lots One (1) through Thirty-four (34) inclusive, and Parcel K-D, Ashburn Farm, Section (11), Block Eleven-B (11-B), in Deed Book 1449, at page 1916, among the land records of Loudoun County, Virginia (“Original Supplementary Declaration”); and

WHEREAS, Developer, Owner, and the Association are Owners of all of the real property described in the original Supplementary Declaration; and

WHEREAS, Developer, Owner and Association intend to amend and restate the Original Supplementary Declaration as hereinafter set forth.

NOW, THEREFORE, Developer, Owner and Association do hereby amend and restate the Original Supplementary Declaration in its entirety, and do hereby declare that all of the property described herein, together with such additions as may hereafter be made thereto as provided in Article 11 hereto, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Ashburn Farm Declaration of Covenants and Restrictions, dated December 17, 1987, and recorded in Deed Book 974, at page 224, among the land records of Loudoun County, Virginia (“Declaration”), and subject to the covenants, restrictions, easements, charges, and liens set forth hereinafter original Supplementary Declaration is hereby declared null and void, and shall no longer have any force or effect.

**ARTICLE I
NEIGHBORHOOD DESIGNATION**

Lots One (1) through Thirty-four (34), inclusive, and Parcel K-D, Ashburn Farm, Section Eleven (11), Block Eleven-B (11-B), as duly dedicated, platted, subdivided, and recorded in Deed Book 1449, at page 1900, of the aforesaid land records, are hereby designated as the Brookford South Neighborhood (the “Neighborhood”).

**ARTICLE II
PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION**

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration is Lots One (1) through Thirty-four (34), inclusive, and Parcel K-D, Ashburn Farm, Section (11), Block Eleven-B (11-B).

Section 2. Additions to Existing Property. All or part of the land described in the Development Limits may be added to this Neighborhood by the Developer or a Builder with the consent of the Developer without the consent of the Owners, within seven (7) years of the recording of this Supplementary Declaration, by recording a Supplementary Declaration with respect to such land which designates it as part of the Neighborhood and by filing with the Association the plat and plans for such addition.

**ARTICLE III
NEIGHBORHOOD ASSESSMENTS**

Section 1. Purpose. Neighborhood Assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety, and welfare of Members within the Neighborhood. Such services may include: maintenance and operation of Neighborhood Common Area as described and designated in the Governing Documents, including maintenance of streets or roads constructed on the Neighborhood Common Area, providing services to the Living Units in the Neighborhood, such as trash removal and setting aside reserves for future repair and replacement of capital improvements to be constructed or maintained through the Neighborhood Assessment including those streets constructed on Neighborhood Common Area.

Section 2. Basis of Assessment. For Neighborhood Assessment purposes, all Living Units which are or have been occupied by a Single Family shall be assessed at One Hundred Percent (100%) of the Neighborhood Assessment rate.

Section 3. Maximum Neighborhood Assessment. Until the first day of the fiscal year following commencement of assessments in the Neighborhood, the maximum annual Neighborhood Assessment shall be Three Hundred and NO/100 Dollars (\$300.00) per year.

Section 4. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of Neighborhood Assessments in the Neighborhood:

- a) The Board of Trustees may increase the maximum each year by the greater of: (1) a factor of not more than five percent (5%) of the maximum for the current fiscal year; or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published the U.S. Labor Department for the Metropolitan Washington Area. Such increase shall become effective the first day of the next year.
- b) The maximum may be increased above the amount which can be set by the Board with the approval of the sixty-seven percent (67%) of the Class A Members who own Lots in the Neighborhood.

Section 5. Method of Assessment. The assessments shall be levied by the Association against Assessable Units in the Neighborhood, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds (2/3) of Trustees, the Board shall fix the annual Neighborhood Assessments and the date(s) such assessments become due, with the advice of the Owners of Assessable Units in the Neighborhood.

Section 6. Reserve Accounts. The Board of Trustees shall maintain in a separate interest-bearing account or separately account for reserves for the replacement and repair of capital items in the Neighborhood and maintained by the Association as provided in the Declaration.

**ARTICLE IV
PROTECTIVE COVENANTS**

Section 1. Completion of Structures. The exterior of any structure located on a Lot within the Neighborhood and any improvements to be made to Lot must be substantially completed in accordance with the plans specifications approved by the Architectural Review Board within eighteen (18) months after constructions of the same shall have commenced, except the Architectural Review Board may grant extensions where such completion is impossible or is the result of matters beyond the control of Owner or Builder, such as strikes, casualty losses, national emergencies, or acts of God.

Section 2. Residential Use. All Lots and Living Units designated for residential use shall be used, improved, and devoted exclusively to residential use, except home occupations may be pursued if permitted by Loudoun County and approved in writing by the Architectural Review Board, subject to rules adopted by the Board of Trustees to prevent unreasonable adverse impact on adjacent Lots and Living Units. Nothing herein shall be deemed to prevent an owner from leasing a Living Unit to a Single Family, provided such lease shall be in writing and subject to all the provisions of the Governing Documents with any failure by a lessee to comply with the terms of the Governing Documents constituting a default under the lease.

Section 3. Vehicles. No portion of the property subjected hereto shall be used for the repair of motor vehicles or the storage of unregistered motor vehicles or motor vehicles parts. Use and storage of all vehicles and recreational equipment upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Trustees as provided herein;

- (a) All motor vehicles including, but not limited to trail bikes, motorcycles, mopeds, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or Common Area, except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets, lanes, and parking areas constructed on Common Area.
- (b) Parking of all commercial and recreational vehicles and related equipment, including boats and boat trailers, other than on a temporary and non-recurring basis, shall be in garages or in areas approved by the Association for such parking. No such area for approved parking is currently contemplated by the Association. There shall be no parking of commercial recreational vehicles anywhere within public view; parking of commercial and recreational vehicles shall be restricted entirely to garages. If a truck mounted camper is to be an Owner's primary means of transportation, it shall not be considered a recreational vehicle provided it meets the following conditions: (a) the vehicle is moved on a daily basis; (b) it is parked within a garage or driveway; and (c) if the camper is removed, the camper shall be stored in an area screened from all surrounding property.

Section 4. Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained on a Lot or in a Living Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Lot, must not become a nuisance to other residents, and must be in compliance with all applicable Loudoun County ordinances.

Section 5. Clothes Drying Equipment. No exterior clothes lines or other exterior clothes drying apparatus shall be permitted on any Lot, unless approved in writing by the Architectural Review Board. It is initially contemplated that no exterior clothes lines or other exterior clothes drying apparatus be permitted.

Section 6. Antennae. Exterior television or other antennae satellite dishes of any kind are prohibited, unless approved in writing by the Architectural Review Board. It is initially contemplated that no exterior antennae will be permitted.

Section 7. Trash Receptacles. Storage, collection, and disposal of trash shall be in compliance with rules set by the Architectural Review Board.

Section 8. Trash Burning. Trash, leaves, and other similar material shall not be burned on any Lot.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written approval of the Architectural Review Board, except customary name and address signs meeting established Architectural Review Board standards and real estate sale and rental signs which shall be removed immediately when a binding contract or lease has been entered into for the Lot.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Architectural Review Board shall be permitted.

Section 11. Fences and Walls. No fence, wall, tree, hedge, or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. All fences, or enclosures must be approved by the Architectural Review Board.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the property subject hereto, nor shall anything be done thereon that may be or become a nuisance or annoyance to the Neighborhood.

Section 13. Lighting. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 14. Storage of Firewood. Storage of firewood shall be restricted to rear yards and all firewood storage locations must be approved by the Architectural Review Board.

Section 15. Vegetation. No live trees with a diameter in excess of four inches, measured twelve inches above ground, nor trees in excess of two inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), and no live vegetation on slopes of greater than twenty percent gradient or marked "no cut" areas on Loudoun County approved site plans may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of trees to allow for selective clearing or cutting.

Section 16. Leases. All leases within the Neighborhood shall be for a minimum of six (6) months. Leases shall be valid only if the tenant acknowledges receipt of a copy of the rules and regulations of the Association and the Lease shall state such acknowledgement. Approved lease language meeting this requirement will be provided by the Board of Trustees.

Section 17. Rules. From time to time the Board of Trustees shall adopt rules, including, but not limited to, rules to implement the provisions of this Article and such rules as are required herein. Such rules may be adopted or amended by a two-thirds (2/3) vote of the Board of Trustees, following a hearing for which due notice has been provided to Members. All such rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 18. Exceptions. The Board of Trustees may issue temporary permits to exempt any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer or a Builder is engaged in developing any portion of the Properties, such persons shall be exempt from the provisions of this Article affecting movement and storage of building materials and equipment, cutting or clearing of live trees and vegetation, erection, and maintenance of directional and promotional signs and conducting of sales activities, including maintenance of model Living Units having approval of the Architectural Review Board. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and the general appearance of Properties.

ARTICLE V RESERVATION OF EASEMENT

There shall be and is hereby reserved to the Developer and its successors and assigns, a Utility and Road Construction Easement over the Lots and Common Area subject to this Supplementary Declaration, which may be conveyed to Loudoun County, the Virginia Department of Transportation or the Loudoun County Sanitation Authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Easement shall expire, if not conveyed to such public entity, within sixty (60) months from the date hereof, or after the earlier release of all public improvement bonds and acceptance of streets for public maintenance concerning the Lots and Parcels subject to this Supplementary Declaration.

**ARTICLE VI
GENERAL PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Supplementary Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots in the Neighborhood, the Association, the Class C Members and sixty-seven percent (67%) of the First Mortgagees who hold mortgages on Lots in the Neighborhood. A termination must be approved by Loudoun County and be recorded to become effective.

Section 2. Amendment. This Supplementary Declaration may be amended at any time by an instrument signed by the Class C Members, if any, the Association, the Owners of not less than sixty-seven percent (67%) of the Lots in the Neighborhood, and fifty-one percent (51%) of the First Mortgagees who hold mortgages on Lots in the Neighborhood; provided, however, that a Builder or the Developer shall not amend or remove this Supplementary Declaration without the consent of the Association and an Owner (other than a Builder or the Developer) of a least one Lot in the Neighborhood. Any amendment must be recorded to become effective.

As long as the Class C membership exists, amendment of this Supplementary Declaration requires the approval of the Federal Mortgage Agencies, should they have an interest in the Properties in the Neighborhood.

Section 3. Enforcement. The Association, the Developer, any Member with the Neighborhood, or First Mortgagees, as their interest may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions; which shall remain in full force and effect.

Section 5. Terms and Definitions. The terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending, or vacating the provisions of the Code of Loudoun County, Virginia, which shall have full force and effect on all property subject to this Supplementary Declaration.

Section 7. Utility Lines. When the utility line for a Lot extends under an adjacent Lot or Parcel, the Owner of the Lot may enter the adjacent Lot or Parcel for the purpose of maintenance or repair of the utility line, subject to the obligation to restore the adjacent Lot or Parcel promptly upon completion of the repair or maintenance.

**ARTICLE VII
MAINTENANCE WITHIN PUBLIC RIGHTS-OF-WAY**

The Association shall provide, or shall enter into shared maintenance agreements to provide, for maintenance of areas located within public rights-of-way within the Neighborhood, adjacent to the Neighborhood, such maintenance to include entrance features, signage, sidewalks, trails, street lights, landscaping, or similar facilities to the extent such facilities are not maintained by the appropriate governmental authorities, and to the extent that such maintenance is permitted by the appropriate governmental authorities.

**ARTICLE VIII
PRIVATE STORM DRAIN**

Section 1. Definitions.

- (a) "Private Storm Drain" shall be the area within the Private Storm Drainage Easement as shown on the plat of the Property attached to the Deed of Subdivision and Easement for the Lots.
- (b) "Affected Lots" shall be Lots 23, 24, 25, and 26, Section 11, Block 11B.

Section 2. Maintenance, Damage or Destruction. In the event that the Private Storm Drain needs maintenance or is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time and preventative maintenance):

- (a) Through the act or omission of an owner or member of such owner's household or any of such Owner's agents, tenants or guests (whether or not such act or omission is negligent or otherwise culpable), it shall be the obligation of such Owner to maintain, rebuild and repair the Private Storm Drain without cost to the other Owners of Affected Lots;
- (b) Other than by the act or omission of an Owner for which such owner is responsible, it shall be the obligation of all Owners of all Affected Lots to maintain, rebuild and repair the Private Storm Drain at their joint and equal expense.
- (c) If the Owners of Affected Lots do not perform all necessary maintenance, rebuilding and repairs to the Private Storm Drain, the Association may do so as their agent, using such individual assessments levied-pursuant to the Declaration against the Affected Lots as may be needed to cover the cost of the work.

**ARTICLE IX
INSURANCE**

Section 1. Obligation of Owners. In order to protect adjoining owners and to insure there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which an attached Living Unit is constructed shall maintain a fire and extended coverage insurance policy in an amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall provide that it may not be cancelled except upon ten (10) days written notice to the Association.

Such Owner shall pay for such fire and extended coverage insurance when required by the policy therefore, and if the owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payment for such Owner, and the cost of such payments shall thereupon become a Restoration Assessment on the Owner's Assessable Unit.

From time to time the Association may require owners to provide evidence of compliance with this Article.

**ARTICLE X
PARTY WALLS AND FENCES**

Section 1. General Rules of Law to Apply. Each wall or fence which is built as a part of the original construction of the homes upon the Properties and placed, or designed to be placed, on the dividing line between the Lots, or designed to constitute a common wall or fence of two adjacent Living Units, or any replacement therefore, shall constitute a party wall or party fence, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and party fences and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The owners of adjoining Lots who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner and provided that there shall be no impairment of the structural integrity of any party wall or party fence without the prior consent of all owners of any interest therein, whether by way of easement or in fee.

Section 3. Damage or Destruction. In the event that any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

- a) Through the act or failure to act of an Owner or any of his agents or guests or tenants or members of his family (whether or not such act or failure to act is negligent or otherwise culpable), it shall be the obligation of such owner to rebuild and repair the party wall or party fence without cost to the other adjoining Lot Owner or Owners. It shall be the burden of the Owner seeking repair to prove that the damage or deterioration of the party wall or party fence was the result of the act or failure to act of the adjoining Lot Owner or the agents, guests, tenants, or family of the adjoining Lot Owner.
- b) Other than by the act or failure to act of an Owner, his agents, guests, tenants, or family, it shall be the obligation of all Owners whose Lots adjoin such wall or fence to rebuild and repair such wall at their joint and equal expense.
- c) The Association shall have the authority but not the obligation to make repairs to any party wall or party fence and to assess each adjacent Lot for the full cost of such repair. The assessments for such repairs shall be a Restoration Assessment as is set forth in the Declaration.

Section 4. Right to Contributions Run With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event any dispute arising concerning a party wall or party fence, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Easement.

- (a) The Owner of each Lot within the Neighborhood is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for all party walls and party fences, and for all building and roof overhangs, projections, fireplace walls, gutters, downspouts, and other portions of the buildings which extend or project into, onto, or over an adjacent lot or Common Area. This easement shall include an easement for building encroachments which occur over time as a result of the shifting or settling of structures on any Lot.
- (b) The Owner of each Lot within the Neighborhood is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot, to enter upon such adjoining Lot or Parcel and to use a reasonable portion of such adjoining Lot or Parcel at reasonable times for the purpose of performing repairs or maintenance of party walls and fences, roofs and any portion of his building or appurtenance which extends to or over the Lot line. Except as otherwise provided in the Declaration or this Supplementary Declaration, such

right of entry shall place no obligation on the entering party to maintain land entered upon, except to promptly restore any disturbed areas to their condition prior to the time of entry.

- (c) The Owner of each Lot within the Neighborhood is hereby granted an easement on and over each and every Lot and Common Area which is adjacent to such Lot for access to the roof area of the adjoining Lot, at reasonable times, for the purpose of inspection, maintenance and repair of such roof surfaces. If necessary to properly repair or maintain his roof, the Owner of each Lot shall have the right to make the same repairs or maintenance to the building on the adjoining Lot, to the minimum extent necessary, provided that the structural integrity of the adjoining roof is not impaired.

**ARTICLE XI
PARKING**

The Association shall promulgate such rules and regulations as needed to regulate the use of any parking areas that may be constructed or authorized on Limited Common Area for the benefit of all owners of Lots, which rules and regulations may include assignment of parking spaces.

**ARTICLE XII
LIMITED COMMON AREA**

The following property is hereby designated as Limited Common Area, as defined in Article 1, Section 19, of the Declaration, for the benefit of the Lots subject to this Supplementary Declaration: Parcel K-D, Section Eleven (11), Block Eleven-B (11-B), Ashburn Farm.

IN WITNESS WHEREOF, the Developer, Owner and Association have caused this Amended and Restated Supplementary Declaration of Covenants and Restrictions to be executed.

ASHBURN FARM PARTNERSHIP, a
Virginia general partnership

By: John D. Stokely, Jr.
General Partner

COMMONWEALTH OF VIRIGINA COUNTY OF Fairfax, to-wit:

I, the undersigned, a notary public in and for the commonwealth and county aforesaid, whose commission expires on the 30th day of September, 2000, do hereby certify that John D. Stokely, Jr., as general partner of ASHBURN FARM PARTNERSHIP, whose name is signed to the foregoing Amended and Restated Supplementary Declaration of Covenants and Restrictions bearing date on the 2nd day of February 1997, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 3rd day of February 1997.

Signature of Notary Public
Notary Public

Ashburn Farm Association Declaration of Covenants and Restrictions

ASHBURN FARM ASSOCIATION

BY: Steven J. DeLong
Name: Steven J. DeLong
Title: President-Board of Trustees

COMMONWEALTH OF VIRGINIA COUNTY
OF FAIRFAX, to-wit:

I, the undersigned, a notary public in and for the commonwealth and county aforesaid, whose commission expires on the 6th day of September, 2000, do hereby certify that Steven J. DeLong as President Board of Trustees of ASHBURN FARM ASSOCIATION, whose name is signed to the foregoing Amended and Restated Supplementary Declaration of Covenants and Restrictions bearing date on the June 4th day of 1997, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 3rd day of February 1997.

Notary Public

NEW COLONY AT ASHBURN FARM, LLC.

By:

By:
Name:
Title:

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to-wit:

I, the undersigned, a notary public in and for the commonwealth and county aforesaid, whose commission expires on the 27th day of January, 1997, do hereby certify that William L. Berry, as President of NEW COLONY AT ASHBURN FARM, L.L.C., whose name is signed to the foregoing Amended and Restated Supplementary Declaration of Covenants and Restrictions bearing date on the ____ day of _____ 1997, personally appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 27th day of January, 1997.

Charisse L. Huppert
Notary Public

Signature

**ARTICLES OF INCORPORATION
OF
ASHBURN FARM ASSOCIATION**

In compliance with the requirements Chapter 2 of Title 13.2 of the Code of Virginia, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a non-profit corporation and do hereby certify:

ARTICLE I

- 1.1 The name of the corporation is Ashburn Farm Association, hereinafter called the "Association."
- 1.2 The initial registered office of the Association is located at 3110 Fairview Park Drive, Suite 1400, Falls Church, Virginia 22042, which is located in the County of Fairfax.
- 1.3 Daniel H. Shaner, Esq., who is a resident of Virginia, and a member of the Virginia State Bar, and whose business address is 3110 Fairview Park Drive, Suite 1400, Falls Church, Virginia 22042, is hereby appointed the initial registered agent of the Association.

**ARTICLE II
PURPOSE AND POWERS OF THE ASSOCIATION**

- 2.1 The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are:
 - a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Ashburn Farm Declaration of Covenants a "Restrictions," hereinafter called the "Declaration," and all Supplementary Declarations applicable to all or any part of Ashburn Farm residential property and recorded in the Office of the Clerk, Loudoun County, Virginia, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference. Unless the context requires otherwise, the term Declaration shall include all Supplementary Declarations, and all terms used herein which are defined in the Declaration shall have the same meaning as is et forth in the Declaration.
 - b) To provide for maintenance, preservation, and architectural control of the Lots and Common Area within the residential portions of the Ashburn Farm community and any and all other properties which may be annexed thereto in accordance with the provisions of the Declaration.
 - c) To promote the health, safety, and welfare of the residents within the above described property.
- 2.2 Without limiting the generality thereof, subject to such limitations as are set forth in the Declaration, said powers and duties of the Association shall be:
 - a) To acquire (by gift, purchase, or otherwise), own, hold, improve, maintain, manage, lease, pledge, convey, transfer, or dedicate real or personal property for the benefit of its members in connection with the affairs of the Association, except that the acquisition, mortgaging or disposal of Common Area and/or improvements shall be subject to the provisions of the Declaration.
 - b) To establish rules and regulations for the use of its property.
 - c) To fix, levy, and collect assessments pursuant to the Declaration.

- d) To pay all expenses incident to the conduct of business of the Association.
 - e) To grant and convey easements over the Common Area.
 - f) To employ, enter into contracts with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association.
 - g) To participate in mergers and consolidations with other corporations.
 - h) To participate such acts, as may be reasonably necessary to appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Declaration, these Articles, and the Bylaws of the Association.
 - i) To the extent of powers to do so, to regulate the external design, appearance and locations of Ashburn Farm residential property and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.
 - j) To form subsidiary corporations.
 - k) To execute any and all powers, rights, and privileges which a corporation organized under the Virginia Non-Stock Corporation Act by law may now or hereafter have or exercise.
- 2.3 No substantial part of the activities of the Association shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the Internal Revenue Code. The Association shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE III MEMBERSHIP

- 3.1 Every person, group of persons or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Every person or group of persons who occupy a Living Unit, and who are Owners or contract purchasers who reside in their Living Units, or leases or subleases who hold a written lease having an initial term if at least twelve (12) months, shall be Occupant Members of the Association.

Class A. Class A Members shall be all Owners except Class C Members. Class A Members shall be entitled to one vote for each Lot owned, except an Owner of a Lot on which a Multi-Family Rental Structure is constructed shall be entitled to one vote for each occupied Living Unit within such structure.

Class B. Class B Members shall be all Occupant members. Class B Members shall be entitled to one vote for the Living Unit they occupy. The Class B Members shall only be entitled to vote in elections of Trustees and shall not vote on any other matters.

Class C. The Class C Member shall be the Developer or any successor or assignee to whom, the Developer assigns any or all of its rights as Developer pursuant to the Declaration by assignment recorded among the land records of Loudoun County, Virginia. Such assignment shall only operate as to the land which is owned such successor or assignee and which is referenced specifically in the instrument of assignment. The Class C Member shall have 5745 votes, less the number of Class A votes outstanding at the time a vote is taken.

The Class C membership and Class C voting rights shall cease upon the earlier of the following events: when the total number of Class A votes equals the total number of Class C votes, or on December 31, 1997. Thereafter, the Developer shall have Class A membership rights for each Lot is owns.

The vote for any membership which is held by more than one person may be exercised by any one of them, unless any objection or protest by any other holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

Any person or entity qualifying as a Member of more than voting class may exercise those votes to which he is entitled each such class of membership.

3.2 The voting rights of Members shall be as follows:

- (a) Class A Members and Class C Members shall vote as provided in the Declaration to approve an increase in the maximum annual assessments which is to be greater than that allowed by the Declaration by the Board of Trustees actions alone; to approve special capital improvement assessments; to approve mergers, consolidations, or dissolution of the Association; to approve conveyance, dedication, mortgaging the Common Area; to approve amendments to the Declaration and to the Supplementary Declaration for their Neighborhood, and any other matters requiring a vote of the membership as set forth in the Declaration.
- (b) Class A Members and Class C Members shall vote as provided in these Articles and the Bylaws to approve amendments to these Articles and the Bylaws; and
- (c) Class A Members and Class B Members shall vote together as a single class to elect the Elected Trustees as is provided for in the Bylaws.

3.3 Except as provided otherwise by law, where a vote of the members is required, the Board of Trustees shall determine by resolution whether the questions shall be decided by ballot vote at a meeting or by mail or at polling places designated by the Board, and shall give notice thereof as provided in the Bylaws.

**ARTICLE IV
BOARD OF TRUSTEES**

The affairs of this Association shall be managed by a Board of Trustees. The number and method of selection shall be as provided in the Bylaws of the Association. The Trustees shall have the same powers, duties and obligations as Directors as set forth in Chapter 2 of Title 13.2 of the Code of Virginia. The term of office for a Trustee shall be two (2) years. The initial Board shall consist of 5 Trustees. The names and addresses of the persons who are to act in the capacity of Trustees until the selection of their successors are:

| <u>Name</u> | <u>Address</u> |
|----------------------|--|
| John D. Stokely, Jr. | 4116 Walney Road Suite C Chantilly, VA 22021 |
| Steven J. DeLong | 4116 Walney Road Suite C Chantilly, VA 22021 |
| Jean B. Hazel | 4116 Walney Road Suite C Chantilly, VA 22021 |
| John W. Sobchak | 4116 Walney Road Suite C Chantilly, VA 22021 |
| Michael Blair | 4305 Hazel Park Ct. Chantilly, VA 22021 |

**ARTICLE V
DURATION**

The Association shall exist perpetually unless dissolved as provided in Article VI.

**ARTICLE VI
DISSOLUTION**

The Association may be dissolved upon the written consent of the Class C member, seventy-five percent (75%) of the Class A Members, and sixty-seven percent (67%) of the First Mortgagees. Prior to dissolution of the Association, the assets of the Association shall be offered for dedication to Loudoun County.

In the event that such dedication is refused acceptance, upon dissolution such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to similar purposes.

**ARTICLE VII
SEVERABILITY**

Invalidation of any of these Articles or sections of Articles by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**ARTICLE VIII
FEDERAL AGENCY RIGHTS**

As long as there is a Class C membership, the following actions will require the prior approval of the Federal Mortgage Association and amendment of these Articles.

**ARTICLE IX
ANNEXATION**

Additional properties may be annexed to the area subject to the Association as provided in the Declaration.

**ARTICLE X
AMENDMENTS**

Amendments of these Articles shall require the affirmative vote of sixty-seven (67%) of the Class A Members who are present and voting in person or by proxy at a meeting at which a quorum is present, and the written consent of the Class C Member, if any, and fifty-one percent (51%) of the First Mortgagees.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, we, the undersigned, constituting the incorporators of the Association, have executed these Articles of Incorporation this 16th day of December 1992.

Daniel H. Shaner
Brian R. Marron

**BYLAWS OF
ASHBURN FARM ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Ashburn Farm Association, hereinafter referred to as the "Association". The principal office of the Association shall be located at 4116 Walney Road, Suite C, Chantilly, Virginia, 22021, but meetings of Members and Trustees may be held at such places as may be designated by the Board of Trustees.

**ARTICLE II
SEAL**

The corporate seal of the Association shall be in circular form and shall bear the name of the Association and the date 1987.

**ARTICLE III
DEFINITIONS**

The terms used herein which are defined in the Declaration of Covenants and Restrictions for Ashburn Farm shall have the same meaning when used in these Bylaws, unless the context clearly indicates to the contrary.

**ARTICLE IV
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held on a date set

by the Board of Trustees, not more than fourteen (14) nor less than ten (10) months from the last annual meeting, provided that there shall be an annual meeting in each calendar year.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Trustees or upon written request of the Members who hold one-tenth (1/10) of the outstanding Class A votes, which request shall be directed to the Board of Trustees.

Section 3. Proxies. Each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease after one year.

Section 4. Method of Voting. Elections or questions to be submitted to all or part of the membership may be decided at a meeting or by ballot vote, by mail, or at polling places designated by the Board. The Board shall determine the method of voting by resolution and give notice thereof as provided herein.

ARTICLE V NOTICE

Notice of meetings or ballot poll where action is required or for meeting to amend the Articles of Incorporation shall be provided to the applicable Members at least thirty (30) days and no more than fifty (50) days prior to such meeting or ballot poll. Notice of all other meetings of Members shall be provided to Members at least fifteen (15) days before such meeting.

Notice of meetings of ballot polls shall specify the place, day and hour. In the case of a special meeting, the Notice shall state the purpose of the meeting. In the case of the ballot poll, the Notice shall include the matter(s) to be voted upon.

ARTICLE VI BOARD OF TRUSTEES

Section 1. Number. The affairs of the Association shall be managed by a Board of up to 7 Trustees. The initial Board shall consist of 5 Trustees appointed by the Developer ("Appointed Trustees"). At such time as (i) a total of 4 Neighborhoods elected ad-hoc Neighborhood Boards, or (ii) the Association 1250 members, whichever occurs first, 2 additional Trustees shall be elected by the combined votes of the Class A and Class B Members ("Elected Trustees") at the next annual meeting of the Members, and the Board shall consist of 7 Trustees. As long as the Developer has rights as Developer, the Board of Trustees shall consist of Appointed Trustees and Elected Trustees. Thereafter all Trustees shall be elected.

Section 2. Composition and Terms.

- (a) Appointed Trustees. Appointed Trustees shall be appointed by the Developer and shall serve two year terms. Appointed Trustees may be reappointed, and they need not be Members of the Association. The Developer shall appoint 5 Trustees until such time as the Class C membership expires. Thereafter, the Developer, until its rights as Developer cease, shall appoint 2 Trustees.
- (b) Elected Trustees. The term for Elected Trustees shall be two years. Elected Trustees must be Members of the Association or officers, directors, partners, shareholders, or employees of Members.

Section 3. Method of Nomination. Candidates for election shall file a petition of candidacy, signed by not less than ten Members, with the Elections Committee at least three weeks before the annual meeting. The Elections Committee shall provide all Members with a ballot containing the names of all bona fide candidates with the notice of the annual meeting.

Section 4. Method of Election. Elected Trustees shall be elected by a majority of the combined votes of the Class A and Class B members. The Members may cast, in respect to each vacancy, as many votes as they are entitled to

exercise under the provisions of the Articles of Incorporation. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected.

Section 5. Resignation and Removal. The unexcused absence of an Elected or Appointed Trustee from three consecutive regular meetings of the Board shall be deemed a resignation. Any Elected Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Any Appointed Trustee may be removed from the Board at any time, with or without cause by the Developer.

Section 6. Vacancies. In the event of death, resignation, or removal of an Elected Trustee, his successor shall be selected by the remaining Trustees, and the successor shall serve until the next meeting of the members at which Trustees are elected. In the event of death, resignation, or removal of an Appointed Trustee, his successor shall be appointed by the Developer, and shall serve for the unexpired term of his predecessor.

Section 7. Powers. The Board of Trustees shall have all the powers for the conduct of the affairs of the Association which are enabled by law, the Declaration, and the Articles of Incorporation which are not specifically reserved to Members or the Developer.

Section 8. Duties. Without limiting the generality of its powers, it shall be the duty of the Board to:

- (a) exercise its powers in accordance with the Governing Documents;
- (b) cause to be kept a complete record of all its corporate affairs, including the Book of Resolutions, make such records available for inspection by any Member, his agent, or Institutional Lender who has an interest in the Properties and present an annual statement thereof to the Members, and to the First Mortgagees that request it;
- (c) adopt and follow procedures for adoption and publication of Board resolutions to be included in the Book of Resolutions, including the provision for hearing and notice to Members for resolutions on rules, the annual budget and other matters affecting the rights of Members;
- (d) adopt and publish rules and regulations, including fees, if any, governing the use of the common area and facilities and the personal conduct of the Members and their guests thereon, and include these in the Book of Resolutions;
- (e) establish architectural standards for the Properties in accordance with the procedures specified in the Book of Resolutions;
- (f) supervise all officers, agents, and employees of the Association and see that their duties are properly performed;
- (g) designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate;
- (h) send written notice of each assessment to every Owner subject thereto at least 30 days in advance of the due date of the assessment or first installment thereof;
- (i) appoint the committees prescribed in Article VIII herein and such other committees the Board deems necessary or helpful; and
- (j) exercise their powers and duties in good faith, with a view to the interests of the Association and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exist.

**ARTICLE VII
OFFICERS**

Section 1. Enumeration of Offices. The officers of Association shall be a president and a vice president, who shall at all times be members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board of Trustees may from time to time by resolution designate.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

Section 3. Term. The Officers of the Association shall be elected annually by the Board of Trustees and each shall hold office until the day after the first meeting of the Board of Trustees following the first annual meeting of the Members after the officer is elected.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such a resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices. The offices of president and secretary may not be held by the same person.

Section 7. Duties. The duties of the officers are as follows:

- (a) President. The president shall preside at all meetings of the Board of Trustees and of the members of the Association (unless the Board designates another officer to preside at such meetings), see that orders and resolutions of the Board are carried out; sign on behalf of the Association mortgages, leases, deeds, and other written instruments and co-sign all promissory notes and contracts as the Board may approve from time to time.
- (b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and exercise and discharge such duties as may be required of him by the Board.
- (c) Secretary. The secretary shall cause the minutes to be kept of all meetings and proceedings of the Board and of the Members; cause the Book of Resolutions to be maintained; serve as custodian of Association files and records, keep the corporate seal of the Association and affix it on all papers requiring said seal; cause notice to be served to Members and Institutional Lenders as required in the Governing Documents; cause a roster to be maintained of the names of all Members of the Association together with their addresses, as registered by such Members; cause a roster to be maintained of all First Mortgagees, together with the properties in which each has an interest; and perform such other duties as required by the Board.
- (d) Treasurer. The treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed there from within the limits of the annual budget or as directed by resolution of the Board of Trustees; co-sign any promissory notes and contracts; see that proper books of account are kept; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each full fiscal year; be the chief officer responsible for the annual preparation of the budget, the income statement and the balance sheet statement to be presented to the Board at its annual meeting; annually submit the audited financial statements.

**ARTICLE VIII
COMMITTEES**

Section 1. Elections Committee. The Board of Trustees shall appoint an Elections Committee no later than two months prior to the annual meeting date. The Committee shall consist of a chairman who may not be a Trustee, and at least 5 Members, none of whom shall be candidates for office. It shall be the duty of the Committee to provide supervision of the nomination and election of Trustees and Neighborhood Boards in accordance with procedures adopted by the Board and placed in the Book of Resolutions.

Section 2. Neighborhood Boards.

- (a) As soon as Class 1 Assessments are levied upon fifty percent (50%) of the Owners of Living Units in a Neighborhood, the Board of Trustees shall call a meeting of the Members in the Neighborhood at which five Members shall be elected as an ad-hoc Neighborhood Board. Thereafter, in conjunction with the annual meeting of the Membership, the Class A and Class B Members of a Neighborhood shall elect five (unless otherwise designated by the Trustees) Neighborhood Members to serve as the Neighborhood Board. The Neighborhood Board shall consist of between 3 to 7 members as established by the Trustees each Neighborhood Board shall elect its own chairman.
- (b) It shall be the duty of the Neighborhood Board to:
 - i. advise the Board of Trustees each year on the proposed budget for maintaining and operating the Common Areas within the Neighborhood and providing services for the Neighborhood;
 - ii. review and make recommendations on applications referred to it by the Architectural Review Board;
 - iii. advise the Board of Trustees as to the consensus of Neighborhood Members on Neighborhood matters;
 - iv. perform such duties as may be assigned by the Board of Trustees.
- (c) However, should less than twenty-five percent (25%) of the outstanding Class A and Class B votes be cast in such election, the Board of Trustees shall have the right to fill by appointment those positions which were the subject of the election. Such Neighborhood Board Members must be Members of the Association, but they need not be Neighborhood Members.

**ARTICLE IX
ARCHITECTURAL REVIEW BOARD**

Section 1. Corporation. The Architectural Review Board shall be comprised of three or more Members. Members shall serve staggered two-year terms, as determined by the Board of Trustees.

Until the rights of the Developer as Developer cease, the Architectural Review Board shall consist of two committees: The New Construction Panel and the Modification and Change Panel. Thereafter, the New Construction Panel shall be terminated.

After the rights of the Developer as Developer Cease, no member of the Architectural Review Board may be a Trustee.

Section 2. Method of Selection. The Developer shall nominate three persons and one alternate to serve as the New Construction Panel of the Architectural Review Board. The Board of Trustees shall appoint or reject such nominees and, in case a nominee is rejected, the Developer shall thereupon nominate another person for appointment. The Board of Trustees shall appoint three or more persons to serve as the Modification and Change panel of the Architectural Review Board.

Section 3. Vacancies. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

Section 4. Officers. At the first meeting of the Architectural Review Board following each Annual Meeting of Members, the Architectural Review Board shall elect from among themselves a Chair, a Vice Chair, and a Secretary who shall perform the usual duties of their respective offices.

Section 5. Duties. The Architectural Review Board shall regulate the external design, appearance, and locations of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Architectural Review Board shall:

- (a) Review and approve, modify, or disapprove written applications of Owners and of the Association, for improvements or additions to Lots, Living Units, or Common Areas. Notice of any disapprovals of applications shall be by Registered Notice. Approvals shall be sent by regular mail. During the period the Board is composed of the panels described above, the New Construction panel shall act with respect to initial improvements to the Common Area, Living Units, and Lots; the Modification and Change Panel shall act with respect only to modification and changes to the Common Area, Living Units, and Lots, including improvements thereon. All applications for modifications or changes to a Lot which are not in accordance with the original approved plan for such Lot or which do not meet the adopted standards, shall be acted upon with the comments of the Neighborhood Board in the Neighborhood where the Lot in question is located.
- (b) Monitor Lots for compliance with architectural standards and approved plans for alteration in accordance with the Bylaws and Book of Resolutions; and
- (c) Adopt architectural standards subject to the confirmation of the Board of Trustees; and
- (d) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions

**ARTICLE X
MEETINGS OF THE BOARD OF TRUSTEES
THE ARCHITECTURAL REVIEW BOARD
AND STANDING COMMITTEES**

Section 1. Regular Meetings. Regular meetings of each board or committee shall be held without notice at such place and hour as may be fixed from time to time by resolution of such board or committees.

Section 2. Special Meetings. Special meetings of any board or committee shall be held when called by the president of the Association, by its chairman or by any two members of such board or committee, after not less than three (3) days notice to each member of such board or committee.

Section 3. Quorum. A majority of the members of a board or committee shall constitute a quorum for the transaction of business, except in no event shall a quorum be less than three members.

Section 4. Executive Sessions. All meetings of boards or committees shall be open to observers, except the president or chairman may call a board or committee into executive session on legal or personnel matters. Any action taken by a board or committee in executive session shall be recorded in the minutes of such board or committee.

Section 5. Action Taken Without a Meeting. The members of a board or committee shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all the members of such board or committee. Any action so approved shall have the same effect as though taken at a meeting of the board or committee.

**ARTICLE XI
INDEMNIFICATION**

Each officer, Trustee, and board member of the Association, in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, to which he may be a party by reason of his past or present role in the Association, except to the extent such liability, damage, or injury is covered by any type of insurance. The foregoing right of indemnification shall not be exclusive of any rights to which the person may be entitled by law, or agreement, or vote of the Members or otherwise.

**ARTICLE XII
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year except that the first fiscal year shall begin on the date of incorporation.

**ARTICLE XIII
AMENDMENT**

These Bylaws may be amended: (a) by a vote of two-thirds (2/3) of the Trustees of the Board of Trustees at any meeting called for that purpose, providing notice of the meeting and the proposed amendments have been given to the Members at least fifteen (15) days prior to the meeting; or (b) by the affirmative vote of a majority of the Class A Members who are present and voting in person or by proxy at a meeting at which a Quorum of Members is present, and the approval of the Class C Member, if any, providing the proposed amendments have been submitted to the Board of Trustees in writing at least thirty (30) days prior to such meeting. Any proposed amendments shall be included in the notice of such meeting.

Amendments shall become effective upon adoption.

CERTIFICATION

I, the undersigned, do here certify:

That I am a duly elected and acting secretary of the Ashburn Farm Association, a Virginia non-stock corporation; and

That the foregoing Bylaws constitute the Bylaws of said corporation as duly adopted by the Unanimous Written Consent in Lieu of Meeting of the Trustees dated this 3rd day of February 1988.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed the seal of said corporation this 3rd day of February 1988.

Jean B. Hazel, Secretary.

**RESOLUTION OF THE BOARD
OF TRUSTEES OF
ASHBURN FARM ASSOCIATION**

In lieu of a Meeting of the Board of Trustees of the Ashburn Farm Association (the "Association"), the Trustees of the Association hereby consent to the adoption of the following resolution:

RESOLVED: That the following Amendments to the Bylaws of the Association, which have been presented to and reviewed by the Trustees, are hereby approved and confirmed:

ARTICLE VI, BOARD OF TRUSTEES Section 3. Method of Nomination

- A. Candidates for election shall file a petition of candidacy, signed by not less than ten Members, with the Elections Committee at least three weeks before the annual meeting. The Elections Committee shall provide all Members with a ballot containing the names of all bona fide candidates with the notice of the annual meeting. Members with a ballot containing the names of all bona fide candidates with the notice of the annual meeting.

Add new paragraph to the Method of Nomination to read as follows:

- B. No Association Member shall be permitted to be nominated or elected to hold an elected office if one or more of the following applies:
- (a) Association assessments and late charges are delinquent for more than 90 days.
 - (b) Association member has an outstanding Architectural violation for more than 90 days.

ARTICLE VI, BOARD OF TRUSTEES, Section 5. Resignation and Removal.

- a) The unexcused absence of an Elected or Appointed Trustee from three consecutive regular meetings of the Board shall be deemed a resignation. Any Elected Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Any appointed Trustee may be removed from the Board at any time, with or without cause by the developer.

Add new paragraph to Resignation and Removal to read as follows:

- b) Any Elected Trustee shall be removed from the Board if one or more of the following applies:
- I. Association assessments and late charges are delinquent for more than 90 days.
 - II. Association member has an outstanding Architectural violation for more than 90 days.

I hereby certify that this Consent in Lieu of a Meeting of the Board of Trustees of the Association was executed by 5-2-0 of the Trustees of the Association as of November 8, 1991.

11/8/91

Date of Execution

Steven B. Aylor, Secretary

**RESOLUTION OF THE BOARD
OF TRUSTEES OF
ASHBURN FARM ASSOCIATION**

The Trustees of Ashburn Farm, Association (the "Association") at a duly held meeting of the Board of Trustees of the Association hereby adopt the following resolution:

RESOLVED: That the following Amendments to the Bylaws of the Association, which have been presented to and reviewed by the Trustees, are hereby approved and confirmed:

ARTICLE IX, ARCHITECTURAL REVIEW BOARD, Section 2. Method of Selection.

- a) The Developer shall nominate three persons and one alternate to serve as the New Construction Panel of the Architectural Review Board. The Board of Trustees shall appoint or reject such nominees and, in case a nominee is rejected, the Developer shall thereupon nominate another person for appointment. The Board of Trustees shall appoint, three or more persons to serve as the Modification and Change Panel of the Architectural Review Board.

Add new paragraph, to the Method of Selection to read as follows:

- b) No Association Member shall be appointed to the Architectural Review Board if one or more of the following applies:
- (a) Association assessments and late charges are delinquent for more than 90 days.
 - (b) Association member has an outstanding Architectural violation for more than 90 days.

ARTICLE IX, ARCHITECTURAL REVIEW BOARD, Section 2. Method of Selection.

Add new paragraph, to the Method of Selection to read as follows:

- c) Any Association Member shall be appointed to the Architectural Review Board if one or more of the following applies:
- (a) Association assessments and late charges are delinquent for more than 90 days.
 - (b) Association member has an outstanding Architectural violation for more than 90 days.

This Resolution of the Board of Trustees of Ashburn Farm Association is duly adopted on March 3, 1992.

Steven B. Aylor, Secretary

**RESOLUTION OF THE BOARD
OF TRUSTEES OF
ASHBURN FARM ASSOCIATION**

Policies and Procedures Regarding the Collection of Assessments

WHEREAS, Article V, Section 1 of the Declaration of Covenants and Restrictions personally obligates each Owner to pay annual and special assessments to fund the common expenses of the Association; and

WHEREAS, Article V, Section 7 sets forth the remedies of the Association for the Nonpayment of Assessments; and

WHEREAS, the Board of Trustees deems it necessary and in the best interest of the Association to establish orderly procedures for the billing and collection of assessments.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures regarding the collection of assessments shall be adopted.

I. ASSESSMENT OBLIGATIONS

- A. All quarterly assessments of the annual assessments shall be due and payable on the first day of the applicable quarter ("Due Date").
- B. The Association will mail a notice to every Owner which will inform the Owner of the amount of the quarterly assessment; however, no Owner will be excused of the obligation to pay the assessment if a notice is not received. Each Owner is under a legal duty to seek out information about the assessment if a notice is not received.
- C. Non-resident Owners must furnish the Association with an address and telephone number where they can be contacted; otherwise, all notices shall be sent to the property address and the Owners shall be responsible for the information contained therein.

II REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

- A. Late Charge. Any installment of the annual assessment not paid to Association within thirty (30) days after the due date shall be considered delinquent and a late charge of \$25.00 shall be assessed to the Owner and posted to the Owner's account.
- B. Return Check Charge. If the Association receives a check from an Owner which fails to clear the Owner's account, and administrative charge of \$10.00 shall be charged to the Owner and posted to the Owner's account.
- C. Acceleration of Assessments. If any installment of the annual assessments is not paid within sixty (60) days of the due date, the entire balance of the annual assessment shall be and hereby is accelerated and due in full.
- D. Suspension of privileges. If any installment of the annual assessment is not paid within thirty (30) days of the due date, the Owner's rights, privileges and benefits of ownership shall be and hereby are suspended. Such suspension may include, but is not limited to, the right to use any of the Association's amenities.
- E. Attorney's Fees. If any installment of the annual assessment is not paid within ninety (90) days of the due date, the Association will employ an attorney to collect the past due balance. The Owner will be responsible for the payment of and will be assessed any costs and attorney's fees incurred by the Association to collect a past due balance.

Ashburn Farm Association Declaration of Covenants and Restrictions

F. Method of Crediting Payments. Payments received by the Association from a delinquent Owner shall be credited in the following order of priority:

- (1) Any attorney's fees, court costs and other costs of collection;
- (2) Late charges;
- (3) Interest;
- (4) Charges assessed against an Owner resulting from a violation of the governing documents;
- (5) Any Special Assessments; and
- (6) Quarterly Assessments

This resolution was duly adopted by the Board of Trustees this 5th day of May, 1998.

Ashburn Farm Association, Inc.
By: Steven J. DeLong, President

**DEED OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
ASHBURN FARM ASSOCIATION**

This Deed of Amendment to the Declaration of Covenants and Restrictions of Ashburn Farm Association is made and entered into this 23rd day of September 2003, by the Ashburn Farm Association.

WHEREAS, Ashburn Farm Association established a Declaration of Covenants and Restrictions on or about December 17, 1987, which were recorded among the land records of Loudoun County, Virginia; and

WHEREAS, in order to improve the efficiency of the use of the parking areas within the Ashburn Farm Association common area, the Board of Trustees has proposed amending the Declaration of Covenants and Restrictions to allow the Board to assign parking in Neighborhood Common Areas on a non-uniform, preferential basis; and

WHEREAS, in order to be consistent with the resolution of the Loudoun County Board of Supervisors regarding the collection of fire and rescue proffers, the Board of Trustees has proposed amending the Declaration of Covenants and Restrictions to limit the requirement to make and collect fire service assessments from the Owners.

NOW, THEREFORE, Ashburn Farm Association, by its president and principal officer, with the Approval of sixty-seven percent (67%) of the Class A Members, the Class C Member, and the Association, as evidenced by their executions of ratifications hereof, does hereby amend the Declaration of Covenants and Restrictions of Ashburn Farm Association as provided below, effective immediately upon the recordation of this Deed of Amendment.

The second paragraph on page 8 beginning with the words "NOW, THEREFORE," is deleted in its entirety and is replaced with the following paragraph:

NOW, THEREFORE, Developer does hereby grant, establish, and convey to each Owner mutual rights, privileges, and easements of enjoyment for use of the Common Area and facilities, subject to the right of the Board of Trustees to assign parking spaces on a non-uniform, preferential basis in Neighborhood Common Areas; and does hereby declare the above described real property to be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, charges, and liens (hereinafter referred to as "Covenants and Restrictions"), hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title or interest in the above described real property or any portions thereof, their successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE IV, Section 2 is hereby amended by deleting paragraphs (a) and (b) in their entirety and inserting in their places the following paragraphs:

- (a) Common Area. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, except that this easement is subject to the right of the Board of Trustees to assign parking spaces on a non-uniform, preferential basis in Neighborhood Common Areas. Every Member shall have a right of enjoyment to the Common Area, except that this easement is subject to the right of the Board of Trustees to assign parking spaces on a non-uniform, preferential basis in Neighborhood Common Areas.
- (b) Neighborhood Common Area. Neighborhood Common Areas shall be conveyed to the Association subject to the Supplementary Declaration(s) for the primary use, enjoyment, benefit, and convenience of Owners of Lots within such Neighborhoods, or as specified in each Supplementary Declaration. Every Owner of Lot designated in a Supplementary Declaration as being vested with the privilege to use and enjoy a specific Neighborhood Common Area shall have a priority right and nonexclusive easement to use and enjoy a specified Neighborhood Common Area, and such easements shall be appurtenant to and shall pass with the title to every such Lot so privileged, except that such easements are subject to the right of the Board of Trustees to assign parking spaces on a non-uniform, preferential basis in such Neighborhood Common Areas.

Ashburn Farm Association Declaration of Covenants and Restrictions

ARTICLE IV, Section 3 is hereby amended by deleting paragraph(s) (d), (e) and (f) in their entirety and inserting in their places the following paragraphs:

- (c) The right of the Association to convey, or transfer all or any part of the Common Area, subject to the prior approval of Loudoun County and the assent of sixty seven percent (67%) of the Class A Members, the approval of the Class C Member, and the consent of fifty-one (51%) of the First Mortgagees, except that the Association may assign parking spaces on a non-uniform, preferential basis in Neighborhood Common Areas, without obtaining the approval of any Class A Members, the Class C Member or any First Mortgagee.
- (d) The right of the Association to license portions of the Common Area to Members on a non-uniform, preferential basis and to assign parking spaces on a non-uniform, preferential basis in Neighborhood Common Areas.
- (e) The right of the Association to regulate the use of the Common Area and to assign parking spaces on a non-uniform, preferential basis in the Neighborhood Common Area.

ARTICLE V, Section 4 (b) entitled "Fire Service Assessments" is hereby modified by adding the following paragraph to the original paragraph in this section.

Notwithstanding the above paragraph, in the event that the Loudoun County Board of Supervisors decides against collecting the Fire Service Assessment identified in the proffers applicable to the property subject to the Declaration, the Association shall not collect and the Owner of a Living Unit shall not be required to pay Fire Service Assessments.

This amendment to the Declaration of Covenants and Restrictions of Ashburn Farm Association shall be fully effective and binding upon each and every Owen and Member, their heirs, assigns and successors in title or in interest.

This amendment to the Declaration of Covenants and Restrictions of Ashburn Farm Association was duly adopted this 23rd day of September 2003.

ASHBURN FARM ASSOCIATION

By: _____
Laura Salman, President

Commonwealth of Virginia
County of Loudoun

SUBSCRIBED, SWORN AND ACKNOWLEDGED before me, a Notary Public in and for the State and County aforesaid by Laura Salman, President of Ashburn Farm Association, this 23rd day of September, 2003.

Notary Public

My Commission Expires:

12/31/2005

CERTIFICATION

I, Laura Salman, President and principal officer of Ashburn Farm Association, hereby certify that more than sixty-seven percent (67%) of the Association's Class A members, the Class C member, and the Association, have consented to the previously attached amendments to the below listed provisions of the Declaration of Ashburn Farm Association.

- 1) the second paragraph on page 8
- 2) Article IV, Section 2 (a) and (b)
- 3) Article IV, Section 3 (d), (e) and (f)

ASHBURN FARM ASSOCIATION

By: _____
Laura Salman, President

Commonwealth of Virginia:
County of Loudoun:

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Laura Salman, President of Ashburn Farm Association, whose name is signed to the foregoing Resolution-3-01 bearing the date of the 3rd day of September, 2003, has acknowledged the same before me in my county aforesaid.

Given under my hand this 3rd day of September, 2003.

Notary Public

My Commission Expires:
12/31/2005

**RESOLUTION OF THE BOARD
OF TRUSTEES
OF ASHBURN FARM ASSOCIATION**

Policies and Procedures Relative to Parking and Towing of Vehicles

WHEREAS, Article VI, Section 1 of the Association's Declaration empowers the Board of Trustees to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the regulation of parking, and to establish penalties for the infraction thereof;

WHEREAS, the Board of Directors deems it necessary and in the best interests of the Association to establish rules and regulations for the parking of vehicles on the Common Areas; and

NOW, THEREFORE, BE IT RESOLVED THAT the following policy and procedures shall be adopted relative to the parking of vehicles on the Common Area:

I. GENERAL GUIDELINES

- A. All vehicles must be parked only in area (reserved/open parking spaces, driveways, streets, garages, etc.) designated for such purpose and in full conformity with all applicable laws. At no time may residential lawns, yards, open green space, pipe stems, general turf areas, etc. be used for parking, storage, or other recurring use to support vehicles of any type. Enforcement of this provision shall be as provided for under the Enforcement & Towing section.
- B. Assigned parking in Ashburn Farm townhome neighborhoods is determined by Section and Block. See the attachments for specific parking space assignments and policies for each Section and Block.
- C. Parking spaces marked "Open" are available for use by neighborhood residents and/or their visitors. Residents are encouraged to park additional vehicles on public streets where curbside parking is permitted. A vehicle may not be parked in an "Open" space for more than forty-eight (48) consecutive hours. A vehicle must vacate a parking space for more than one (1) hour to cease one forty-eight (48) hour period and to start a new one. The purpose of the 480hour Rule is to prohibit the "garaging" of vehicles in these spaces. Vehicles left in an "Open" space for more than 48 consecutive hours shall be considered "stored" and will be subject to towing at the owner's expense. All spaces that are not assigned shall be considered "Open" including those spaces without stenciled "Open" designation. (See Enforcement & Towing Section). Vehicle must be parked in between the lines of the "Open" spaces.
- D. Vehicles must be parked so as to not to obstruct other parking spaces, sidewalks, or ingress and egress areas, or impede mail delivery or pickup.
- E. Vehicles may not be parked in such a way as to constitute nuisance including but not limiting to vehicles parked diagonally or occupying two "Open" parking spaces.
- F. Vehicles may be parked only in designated parking spaces. Vehicles may not park in "No Parking" areas or Fire lane areas as posted or designated.
- G. Assigned parking spaces will be marked with townhome lot numbers or some other designation.
- H. No signs, initials, numbers, storage containers or other additions or alterations to parking spaces may be painted, displayed, or erected by a homeowner without prior written approval from the Board of Trustees.

II. ENFORCEMENT AND TOWING

Any vehicle parked which does not conform to the stipulations of this Parking Enforcement Policy, will be subject to towing at the sole expense and risk of the owner of the offending vehicle.

A. CONDITIONS FOR TOWING

The Ashburn Farm Board of Trustees of the Ashburn Farm Association Community Manager may initiate towing on any prohibited vehicle, or vehicle in violation of the provisions of this Parking Enforcement Policy. The Ashburn Farm Board of Trustees or the Ashburn Farm Association Community Manager shall be responsible for the towing of vehicles violating any rules contained herein. Open Space storage of vehicles, inoperative vehicles, commercial vehicles, or any vehicle in violation if the parking rules shall be subject to the "48-hour notice to tow". Vehicles violating the forty-eight (48) hour rule for the first time will be subject to towing forty-eight (48) hours from the hour such notice vehicle has had a towing notice placed on it. Vehicles violating the forty-eight (48) hour rule for the second time or any subsequent time will be subject to immediate towing. Unauthorized vehicles parked in reserved spaces, or designated "No Parking" areas are subject to immediate towing as described below (see "Towing without Notice").

B. 48-HOUR TOWING NOTICE

- 1) Any "Commercial", "Recreational", or "Inoperable" vehicle, as defined in this policy, in violation of the rules and shall be subject to towing under the following provisions.

Posting a "48-hour" notice on the vehicle stating:

- Make, Model and year (if known), and color of the vehicle.
- License number of vehicle, the state licensed to and expiration date
- Date vehicle will be towed
- Date and Time of citation
- Tow Company's name and phone number.

- 2) After posting the "48-hour" notice, AFA will send a copy of the citation to the contracted tow company for the purpose of towing the vehicle after the 48-hour grace period and any continuing violations of such vehicle.
- 3) Any repeat violations will result in towing without notice.

C. RESIDENT'S RIGHT TO TOW OUT OF ASSIGNED SPACED

- 1) Any resident on a street with reserved parking who finds an unauthorized vehicle in his/her reserved parking space may initiate immediate towing of the unauthorized vehicle, however, residents are strongly encouraged to solve any problems with the owner of the offending vehicle, if possible, prior to implementing towing of the same.
- 2) The following procedures are to be used when initiating a tow: Only residents with reserved spaces may call an authorized towing company to remove an offending vehicle from their reserved space. The initiator of the tow must be present when the towing company arrives and must provide the towing company with a driver's license. The driver's License will enable the towing company to verify the initiators address to ensure that it corresponds to the reserved parking spaces assigned to a particular townhome. The initiator of the tow must sign an impound slip authorizing the tow.

D. TOWING WITHOUT NOTICE

For the safety of all residents, the following vehicles in violation will be towed without notice:

- 1) Any vehicle parked in a Fire Lane
- 2) Any vehicle parked in a "No Parking" area.
- 3) Any vehicle parked in a way to limit egress or ingress.

- 4) Any vehicle double-parked.
- 5) Any vehicle parked in front of or blocking mailbox access as to impede delivery or pickup.
- 6) Any vehicle, including those owned by non-resident contractors, parked on the walking trails or any common area not designated for parking.
- 7) Any vehicle parked in a manner that blocks any handicap ramps.
- 8) Any vehicle with repeat violations.

E. ASSOCIATION LIABILITIES

Nothing in this Parking Enforcement Policy shall be construed to hold the Ashburn Farm Association, Board of Trustees, Committee Members, Neighborhood Board Members, or Ashburn Farm Association Employees responsible for damage to vehicles or loss of property from vehicles, which are parked in Ashburn Farm Townhome Community.

III. ADDITIONAL PARKING REGULATIONS

- A. No portion of the property subjected hereto shall be used for the repair of motor vehicles, the storage of inoperable motor vehicles or vehicle parts. Parking of all commercial and recreational vehicles and related equipment, other than on a temporary (no longer than 48-hours) and non-recurring basis, shall be in garages or in areas approved by the Association for such parking. There shall be no parking of commercial and recreational vehicles anywhere within public view; parking of commercial and recreational vehicles shall be restricted entirely to garages. If a truck mounted camper is to be an owner's primary means of transportation, it shall not be considered a recreational vehicle, provided it meets the following conditions: (a) the vehicle is moved on a daily basis; (b) it is parked within a garage or driveway; and (c) if the camper is removed, the camper shall be stored in an area that would not be visible from any surrounding property.

B. Definitions of Vehicles Types

1. Commercial Vehicles: (48-HOUR NOTICE)

- (a) Any vehicle that displays advertising lettered thereon except small window decals.
- (b) Personally owned vanpool vans will be permitted one (1) sign covering a maximum area of 216 square inches on the rear of the vehicle.
- (c) Any vehicle with externally located or easily visible commercial equipment or materials. Commercial equipment shall include, but not limited to: ladders, compressors, generators, landscaping equipment, pumps, building trade tools, emergency light bars, and beacons.
- (d) Any stake body, box body, or other utility body mounted to a cab-chassis.
- (e) Any commercially licensed vehicle with dual rear axles.
- (f) Any public or private school vehicle, church vehicle, or organization vehicle.
- (g) Any vehicle licensed "for hire" including but limited to taxi cabs, limousines, shuttles.
- (h) Any trailers, tractors, or tractor-trailers, dump trucks, one-ton trucks.
- (i) Any farm implement or construction equipment.
- (j) Government vehicles assigned to official who must respond to an emergency call will not be considered commercial vehicles, (Only Sheriff, Police, and Fire Department vehicles will be permitted.)
- (k) Any vehicles in excess of 15,000 lbs., or as stipulated by Loudoun County vehicle definition for a commercial vehicle.

2. Recreation Vehicles: (48-HOUR NOTICE)

- (a) Any boat or boat trailer.
- (b) Any vehicle whose external configuration conforms to the generally accepted definition of a motor home.
- (c) Any truck camper or truck cap that is either wider or longer than the pickup truck bed on which it is mounted. Truck caps may also be known as tops, toppers, shells, slip-ons or by various other names.

Ashburn Farm Association Declaration of Covenants and Restrictions

- (d) Any park trailer, travel trailer, regardless of interior configuration.
- (e) Any fold-down camping trailer.
- (f) Any snowmobile, all terrain vehicles, dune buggy, trail bike, go-kart, Jet Ski, or other self propelled vehicle not licensed for operation on a public street.
- (g) Any motorized vehicle not legal for operation on the roadways of Virginia.

3. Inoperable Vehicles: (48-HOUR NOTICE)

- (a) Any vehicle which is partially disassembled by removal of tires and/or wheels, engine or other essential parts required for operation or is otherwise not in operable condition. This will include vehicles placed on jacks or with flat tires.
- (b) Any vehicle not bearing a current state registration plate.
- (c) Any vehicle not bearing a current County or City registration sticker as required by the local jurisdiction.
- (d) Any vehicle not bearing a current inspection sticker, if required.
- (e) Any vehicle components or automotive equipment or accessories not installed in or on an operable vehicle.
- (f) Any vehicle that cannot lawfully be driven on Virginia roads.

The effective date of this Resolution shall be October 15, 2003.

The Board of Directors duly adopted this Resolution this 7th day of October, 2003.

ASHBURN FARM ASSOCIATION

By: _____
Laura Salman, President