



DECLARATION OF COVENANTS & RESTRICTIONS

Valley Vue Disclosure Packet

Abstract

This document was instituted March 31, 1989, by VALLEY VUE JOINT VENTURE, a Virginia general partnership and the VALLEY VUE HOMEOWNERS ASSOCIATION, in which the Developer granted, established, and conveyed to each Owner mutual non-exclusive rights, privileges, and easements of enjoyment on equal terms in common with all other. This is a legal document which lays out the original guidelines for our planned community. This is recorded in the county records and is legally binding. Our updated Use Restrictions are based on this document.

Valley Vue Joint Venture

March 31, 1989



VALLEY VUE HOMEOWNERS ASSOCIATION

DECLARATION OF COVENANTS AND RESTRICTIONS

By:

VALLEY VUE JOINT VENTURE,

A Virginia General Partnership

TABLE OF CONTENTS
VALLEY VUE HOMEOWNERS ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS

ARTICLE I DEFINITIONS.....	3
ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO.....	8
ARTICLE III THE ASSOCIATION.....	11
ARTICLE IV COMMON AREA.....	17
ARTICLE V COVENANT FOR ASSESSMENTS.....	20
ARTICLE VI USE OF PROPERTY.....	25
ARTICLE VII EASEMENTS.....	29
ARTICLE VIII RIGHTS OF INSTITUTIONAL LENDERS AND PUBLIC AGENCIES.....	32
ARTICLE IX GENERAL PROVISIONS.....	36
ARTICLE X DISSOLUTION OF THE ASSOCIATION.....	40

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (“Declaration”) is made this 31st day of March, 1989, by **VALLEY VUE JOINT VENTURE**, a Virginia general partnership, hereinafter “Developer”; and VALLEY VUE HOMEOWNERS ASSOCIATION, hereinafter “Association”.

WITNESSETH:

WHEREAS, Developer is the owner of real property located in Prince William 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 Valley Vue, which will contain single family detached residential dwelling units; and

WHEREAS, in order to provide for the preservation and enhancement of property values, 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 the 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, 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.

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 health, safety, and welfare of the residents. Provided, however, that such delegation and assignment shall not diminish the rights reserved by the Developer in any contract by which the Developer will convey Lots to Builders.

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 Valley Vue Homeowners 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.

Section 6: "Common Area" shall mean and refer to all portions of the Properties and all interests therein, including easements and improvements thereon, owned 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 Valley Vue Joint Venture and, 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 Valley Vue Joint Venture by document recorded among these land records or unless said rights and obligations of the Developer inure to the successor of Valley Vue Joint Venture 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 (5) years have lapsed since the recordation of this Declaration among the land records of Prince William 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 may from time to time 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 Mortgagee” shall mean and refer to an Institutional Lender who holds the first Deed of Trust on a Lot and who has notified the Association in writing of its interest in the Lot. .

Section 12: “Founding Documents” shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplementary Declarations, if any, 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.

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, any 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 the exception of Common Area as heretofore defined.

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

Section 18: "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 Prince William County, Virginia; or (iii) notice published in two consecutive issues of the newsletter of the Association, if any, which is delivered personally or mailed to the address of each occupied Living Unit.

Section 19: "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 or contract purchasers.

Section 20: "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, the

Properties consist of the real property described on Exhibit A attached hereto.

Section 21: “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 B 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 B Member, so long as it shall exist, provided, however, 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 the preceding meeting at which no quorum was present. .

Section 22: “Registered Notice” shall mean and refer to any Notice which has been sent by Registered U. S. Mail, return receipt requested, to the last known address of the intended

recipient and which has 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 23: "Trustees" or "Board" shall mean the Board of Trustees as described in Article III, Section 3 below.

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 this Declaration among the land records of Prince William County, Virginia.

The Supplementary Declaration or Deed of Conveyance which subjects additional property within the Development Limits to the Declaration shall describe the real property to be annexed to the scheme of this 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 such instrument to the scheme of this Declaration and extending the jurisdiction of the Association to cover the real estate so described in such

instrument.

(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 B Member, if Class B Membership has not ceased. The additions authorized under subsection (a) and (b) shall be made by complying with the requirements of the applicable Prince William County Zoning Ordinances; by securing the Approval of the Federal Mortgage Agencies, if required; by recording among 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 the 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

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 the covenants and restrictions established by this Declaration upon any other properties as one scheme. No such merger or consolidations, however, shall affect 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 B Member, if Class B Membership has not ceased.

ARTICLE III

THE ASSOCIATION

Section 1: The Association:

The Association is a nonprofit nonstock 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.

Section 2: Membership:

(a) Basis: Membership shall be appurtenant to the Lot, 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 two classes of voting membership:

Class A: Class A Members shall be all Owners except the Class B Member. Class A Members shall be entitled to one vote for each Lot owned.

Class B: The Class B Member shall be the Developer, or any successor or assignee to whom the Developer assigns any its rights as Developer pursuant to this Declaration by assignment recorded in the land records of Prince William 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 B Member shall have 162 votes, less the number of Class A votes outstanding at the time the vote is taken. The Class B membership and Class B 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 B votes or on March 31, 1994. 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 may be 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 and 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 entities 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 Documents: 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

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:

(1) Review and approve, modify, or disapprove written applications of Owners and of the Association, for improvements or additions to Lots, 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.

(2) Monitor Lots for compliance with architectural standards and approved plans for alteration in accordance with the Bylaws and Book of Resolutions; and

(3) Adopt architectural standards subject to the confirmation of the Board of Trustees; and

(4) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions.

(c) 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.

(d) 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, 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.

Section 2: Extent of Members' Easement: The Members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to suspend the right of a Member to use the recreational facilities, if any, for any period during which any assessment against his Lot 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, if any, for a period not to exceed sixty (60) days for each other infraction of the Governing Documents;

(b) The right of the Association to mortgage any or all of the Common Area with the assent of sixty—seven percent (67%) of the Class A Members, the approval of the Class B Members, so long as the Class B 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;

(c) The right of the Association to convey, or transfer all or any part of the Common Area, subject to the prior approval of the appropriate authorities of Prince William County and the assent of sixty—seven percent (67%) of the Class A Members, the approval of the Class B Member, and the consent of fifty—one percent (51%) of the First Mortgagees;

(d) The right of the Association to license portions of the Common Area to Members on a uniform, non—preferential basis.

(e) The right of the Association to regulate the use of the Common Area for the benefit of Members.

(f) The right of the Association to establish rules and regulations for the use of the Common Area.

(g) The right of the Association, at any time or times, consistent with the then existing zoning ordinances of Prince William 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 otherwise 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 Prince William 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 Area 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 the Developer conveys to the Association as Common Area shall be free and clear of liens and financial encumbrances at the time of conveyance. In the event a lien or encumbrance shall attach to all or a portion of the Common Area, one or more of the lien holders or and mortgagees shall have the right to discharge said lien or encumbrance after reasonable notice to the Association and to seek reimbursement for 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 therefore, 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 otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his 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 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 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: General Assessments: The General Assessments shall be payable quarterly.

(1) Purpose. The General Assessment shall be used exclusively to promote the health, safety, and welfare of the 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 two classes of Lots, all of which shall be assessed at a uniform rate within each class:

Class I: All Lots upon which a single family dwelling shall have been constructed and which are or have been occupied by a user as a Living Unit shall be assessed at one hundred percent (100%) of the General Assessment rate.

Class II: All Lots that are not Class I lots shall be Class II Lots and shall be assessed at *twenty—five* percent (25%) of the General Assessment rate for each 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.

(3) Maximum: Until the first day of the fiscal year following commencement of assessments, the maximum General Assessment rate for one year shall be \$100.00.

(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 B Member, if Class B Membership has not ceased.

(5) 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.

(6) Date of Commencement of Annual Assessments: The first Annual Assessments provided for herein shall commence on the first day of the month following the conveyance to the Association of the Common Area.

Section 5: Special Assessments:

(a) Capital Improvement Assessment: The Association may levy in any assessment year a Special Assessment against the Lots, 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 B Member, if Class B Membership has not expired.

(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: 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. Thereupon, 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 thirty (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 of the Lot, 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 7: Exempt Property: The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties to the extent dedicated and accepted by a public authority and devoted to public use and (2) all Common Area.

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 wellbeing of Members.

(b) Restriction on Further Subdivision: No Lot which has been conveyed to any third party by the Developer 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 that 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.

(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 the well-being of Members, such as keeping of animals, storage and 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 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 Lots. 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.

Section 2: Maintenance of Property:

(a) Owner Obligation: 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 for herein for nonpayment.

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 his 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 of the date of preparation of 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 for 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 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 this paragraph:

(1) no sanitary sewers, storm water drainage facilities, electrical lines, water lines or other lines, or other utility service lines or facilities for such utilities installed or relocated on said premises except as approved by the Developer 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. Notwithstanding the foregoing, nothing herein shall be construed to obligate the Developer to correct any drainage problems within the Properties. The Developer shall give reasonable notice of its 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 (3) 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.

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 B 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

(d) Add or amend any material provisions of this Declaration or related Association documents concerning the following:

(i) voting,

(ii) 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 benefit of First Mortgagees,

An addition or amendment to this Declaration or related Association documents shall not be considered material if it is for 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 all 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 the 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 B 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.

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 the Class A Members, the Class B Member, and sixty-seven percent

(67%) of the First Mortgagees. A termination must be recorded among the land records of Prince William 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 any amendment unilaterally which is required by the Federal Mortgage Agencies or the County of Prince William, 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 B Member, and the Association, and evidence of the approval required in Article VIII above. Any amendment must be recorded among the land records of Prince William 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 B 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 three (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.

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 Supple-

mentary 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 B 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 Prince William 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, VALLEY VUE JOINT VENTURE, has caused this Declaration to be duly executed this 31 day of March 1989 .

VALLEY VUE JOINT VENTURE:

By: VSE Capital Corporation, Partner

By: *(signature)*
David K. Vitalis, Chairman,
President and Chief
Executive Officer

STATE OF VIRGINIA
COUNTY OF Prince William to-wit;

I, the undersigned Notary Public, in and for the state and County aforesaid whose commission expires on the 15th day of May, 1992 do hereby certify that DAVID K. VITALIS as Chairman, President and Chief Executive Officer of VSE Capital Corporation, general partner of Valley Vue Joint Venture, 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 31st day of March, 1989.

(signature of)

Lynette A. Carmody

Notary Public

EXHIBIT A

PROPERTIES

Lot U-2B of the Valley Vue Subdivision as duly platted and recorded among the land records of Prince William County in Deed Book 927 at page 68.

Lot U-3 of the Valley Vue Subdivision as duly platted and recorded among the land records of Prince William County in Deed Book 828 at page 184.

EXHIBIT B

DEVELOPMENT LIMITS

Metes and Bounds Description
of the
Hylton Enterprises (Virginia), Inc. Property
Deed Book 1079, Page 744
Deed Book 1079, Page 749
Deed Book 1079, Page 754
Deed Book 1079, Page 756
Deed Book 1079, Page 758
Deed Book 1370, Page 271
Brentsville District
Prince William County, Virginia

Beginning at an iron pipe set en the northerly right-of-way line of Hoadly Read, Route 642, variable width, in the easterly property line of the now or formerly Caton property (Deed Book 1440, Page 925); thence, with the easterly property lines of the now or formerly Caton property North 03 degrees 36 minutes 46 seconds West, 522.03 feet to an iron pipe found and North 31 degrees 17 minutes 51 seconds West, 1564.34 feet to a point on the southerly property line of the now or formerly Oak Hill Farms, Inc. property (Deed Book 924, Page 313); thence, with the southerly property line and continuing with the easterly property lines of the now or formerly Oak Hill Farms, Inc. property (Deed Book 924, Page 313, Deed Book 971, Page 2) the following courses and distances: South 86 degrees 13 minutes 00 seconds East, 395.00 feet to an iron pipe found; North 20 degrees 57 minutes 52 seconds East, 3097.28 feet to a point at the southwesterly property corner of the now or formerly Vintage Associates, Inc. property (Deed Book 1510, Page 81); thence with the southerly property line of the now or formerly Vintage Associates, Inc. property South 73 degrees 13 minutes 19 seconds East, 499.99 feet (passing thru an iron pipe set at 469.99 feet) to a point in the centerline of a branch at a northwesterly property corner of the new or formerly Collins property (Deed Book 162, Page 270); thence with the meanders of the branch and the westerly property lines of the now or formerly Collins property and the new or formerly Caroline property (Deed Book 1102, Page 1382) the following courses and distances:

South 20 degrees 16 minutes 36 seconds West, 10.04 feet to a point;
South 88 degrees 37 minutes 36 seconds West, 57.30 feet to a point;
South 12 degrees 44 minutes 24 seconds East, 124.70 feet to a point;
South 20 degrees 07 minutes 24 seconds East, 209.30 feet to a point;
South 04 degrees 59 minutes 36 seconds West, 283.90 feet to a point;
South 05 degrees 22 minutes 24 seconds East, 247.80 feet to a point;
South 24 degrees 49 minutes 24 seconds East, 269.20 feet to a point;
South 04 degrees 55 minutes 24 seconds East, 322.50 feet to an iron pipe found at the southwesterly property corner of the now or formerly Caroline property; thence, continuing with the meander of the branch and the southerly property lines of the

now or formerly Caroline property, the now or formerly Turner property (Deed Book 366, Page 406), and the now or formerly Gallahan property (Will Book 49, Page 766) the following courses and distances:

South 72 degrees 35 minutes 24 seconds East, 295.20 feet to an iron pipe found;
South 63 degrees 51 minutes 24 seconds East, 257.90 feet to a point;
South 76 degrees 09 minutes 24 seconds East, 309.20 feet to a point;
North 72 degrees 55 minutes 36 seconds East, 255.90 feet to a point;
South 74 degrees 17 minutes 19 seconds East, 119.37 feet to an iron pipe set on the westerly right—of—way line of Kahns Road, Route 631, variable width; thence, with the westerly right—of—way line of Kahns Road the following courses and distances:
South 02 degrees 20 minutes 56 seconds East, 673.01 feet to a point; Along the arc of a curve to the right, 25.00 feet in radius, an arc distance of 38.53 feet, the chord of said arc running South, 41 degrees 48 minutes 17 seconds West, 34.83 feet to a point; North 85 degrees 57 minutes 21 East, 15.01 feet to a point; Along the arc of a curve to the left, 25.00 feet *in* radius, an arc distance of 38.53 feet, the chord of said arc running North 41 degrees 48 minutes 13 seconds East, 34.83 feet to a point; South 02 degrees 20 minutes 56 seconds East, 24.27 feet to a point; Along the arc of a curve to the left, 845.00 feet in radius, an arc distance of 73.59 feet, the chord of said arc running South 04 degrees 50 minutes 40 seconds East, 73.57 feet to a point; Along the arc of a curve to the left, 25.00 feet in radius, an arc distance of 37.83 feet, the chord of said arc running North 50 degrees 41 minutes 39 seconds West, 34.32 feet to a point; South 85 degrees 57 minutes 21 seconds West, 15.03 feet to a point; Along *the* arc of a curve to *the* right, 25.00 feet in radius, an arc distance of 37.85 feet, the chord of said arc running South 50 degrees 39 minutes 58 seconds East, 34.34 feet to a point; Along the arc of a curve to the left, 860.00 feet in radius, an arc distance of 196.58 feet, the chord of said arc running South 13 degrees 29 minutes 46 seconds East, 186.21 feet to an iron pipe set in the northerly property line of the now or formerly Sabol property (Deed Book 1501, Page 1359); thence, with the northerly property lines of the now or formerly Sabel property, the now or formerly Carrola property (Deed Book 1112 Page 1440, Deed Book 1103 Page 1706), the now or formerly Kinnick property (Deed Book 157, Page 431), the now or formerly Lank property (Deed Book 1318, Page 81), the now or formerly Crespo property (Deed Book 1154, Page 1993), the now or formerly Payne property (Deed Book 1551, Page 308) and the now or formerly Alfors property (Deed Book 355, Page 645) the following courses and distances:
South 84 degrees 45 minutes 28 seconds West, 689.66 feet to a found stone; South 84 degrees 21 minutes 19 seconds West, 704.18 feet to an iron pipe set; South 85 degrees 06 minutes 11 seconds West, 692.96 feet to an iron pipe set; North 86 degrees 58 minutes 00 seconds West, 239.97 feet to an iron pipe set at the northwesterly

property corner of the now or formerly Alfery property; thence, with the westerly property line of the now or formerly Alfery property and the now or formerly Cole property (Deed book 909, Page 20B) South 22 degrees 00 minutes 02 seconds East, 1894.90 feet to an iron pipe set on the northerly right-of-way line of Hoadly Road; thence, with the northerly right-of-way line of Hoadly Road the following courses and distances:

South 4 degrees 50 minutes 00 seconds east 213.81 feet to a point; Along the arc of a curve to the right 685.00 feet in radius, an arc distance of 140.41 feet, the chord of said arc running South 70 degrees 42 minutes 21 seconds West, 140.17 feet to a point; Along the arc of a curve to the right, 50.00 feet in radius an arc distance of 78.64 feet, the chord of said arc running North 58 degrees 22 minutes 02 seconds West, 70.78 feet to a point; South 13 degrees 18 minutes 40 seconds East, 39.58 feet to a point; Along the arc of a curve to the left, 25.00 feet in radius an arc distance of 38.39 feet, the chord of said arc running South 57 degrees 18 minutes 08 seconds East, 34.73 feet to a point; Along the arc of a curve to the right, 700.00 feet in radius an arc distance of 104.43 feet, the chord of said arc running South 82 degrees 58 minutes 57 seconds West, 104.33 feet to a point; Along the arc of a curve to the left, 25.00 feet in radius an arc distance of 43.88 feet, the chord of said arc running North 36 degrees 58 minutes 18 seconds East, 38.46 feet to a point; North 13 degrees 18 minutes 40 seconds West, 46.23 feet to a point; Along the arc of a curve to the right 50.00 feet in radius an arc distance of 90.36 feet, the chord of said arc running South 38 degrees 27 minutes 44 seconds West, 78.56 feet to a point; Along the arc of a curve to the right, 685.00 feet in radius an arc distance of 19.07 feet, the chord of said arc running North 88 degrees 58 minutes 32 seconds West, 19.07 feet to a point; North 88 degrees 10 minutes 00 seconds West, 125.00 feet to a point; Along the arc of a curve to the right 545.00 feet in radius an arc distance of 340.93 feet, the chord of said arc running North 70 degrees 14 minutes 44 seconds West, 335.40 feet to the point of beginning and containing 144.3130 acres of land.

RECORDED W/CERTIFICATE
ANNEXED
89 APR-4 PM1 1:12
PRINCE WILLIAM CO VA
TESTED (*signature*), CLERK