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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRIDLEWOOD COMMUNITY ASSOCIATION

*Return To Compton & Duling
Woodbridge*

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BRIDLEWOOD COMMUNITY ASSOCIATION

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 12th day of June, 1992, by BIRCHWOOD AT GAINESVILLE CORP., a Virginia corporation ("Birchwood" or "Developer").

RECITALS:

R-1. Birchwood is the owner of certain real property located in Prince William County, Virginia, more particularly described in Schedule A attached hereto, to be known as "Bridlewood" (the "Property"), which is a portion of the property acquired by Birchwood by Deeds recorded in Deed Book 1738 at Page 175 and in Deed Book 1738 at Page 179 among the land records ("Land Records") of Prince William County, Virginia.

R-2. Birchwood intends that the owners of lots in the Property shall be members of the Bridlewood Recreation Association, which shall have as its purpose to own, improve, maintain and preserve the Recreational Facilities and Common Area within the Property and to contribute to the health, safety and welfare of the residents within the Property.

R-3. Birchwood intends to incorporate under the laws of the Commonwealth of Virginia, as a non-stock corporation, the "Bridlewood Community Association", for the purposes of exercising the functions set forth herein.

R-4. Birchwood desires to subject the Property to the covenants, restrictions, easements, conditions, charges and

liens hereinafter set forth, it being intended that the easements, covenants, restrictions and conditions shall be binding on all persons or entities having or acquiring any right, title or interest in said properties or any part thereof, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, WITNESSETH, Birchwood hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property or any part thereof, and shall inure to the benefit of each Owner and member thereof. The recitals are incorporated herein and made a part hereof.

ARTICLE I
Definitions

1.01. "Annual Assessment" means the separate assessment levied each year upon each "Lot" (hereinafter defined) under Article IV.

1.02. "Assessable Property" means the entire Property except such part or parts of it as may from time to time constitute "Exempt Property" (hereinafter defined).

1.03. "Assessments" means the Annual Assessments levied under Section 4.02 and any "Special Assessments" (hereinafter defined) levied under Section 4.03.

1.04. "Association" means the Bridlewood Community Association, a nonstock, nonprofit corporation incorporated under the laws of the Commonwealth of Virginia, and its successors and assigns.

1.05. "Association Board" means the Board of Directors of the Association.

1.06. "Class A Members" is defined in Section 3.01.

1.07. "Class B Member" is defined in Section 3.01.

1.08. "Class C Member" is defined in Section 3.01.

1.09. "Common Area" means the property referred to in Section 6.01.

1.10. "Declaration" means this Bridlewood Recreation Declaration of Covenants, Conditions and Restrictions, as the same may from time to time be supplemented or amended in the manner prescribed herein.

1.11. "Developer" means Birchwood at Gainesville Corp., and such successors and assigns who are specifically conveyed or assigned particular rights or powers reserved herein to Developer.

1.12. "Development Period" means a period commencing on September 1, 1991 and terminating twenty (20) years from such date or earlier at the option of the Developer. Section 12.09 requires that certain "First Mortgagees" (hereinafter defined) be notified of the termination of the Development Period.

1.13. "Exempt Property" means all of the following portions of the Property:

(a) All land, and any Permanent Improvements (hereinafter defined) on that land, owned by the United States, the Commonwealth of Virginia, Prince William County, or any municipality, instrumentality or agency of any of them (including without limitation the United

States Postal Service) and used or held by such municipality, instrumentality or agency for a public purpose. Such land and Permanent Improvements shall be Exempt Property for so long as any such municipality, instrumentality or agency shall be the Owner thereof.

(b) All land, and any Permanent Improvements on that land, owned by the Association, for so long as the Association shall be the Owner thereof.

(c) All land which is not shown upon any recorded subdivision plat.

(d) That certain parcel of real property described on Schedule "C" attached hereto.

Under no circumstances shall land used for residential purposes be exempt from Assessments.

1.14. "First Mortgagee" means a Person who holds a first mortgage on a Lot, or is secured by a first deed of trust on a Lot.

1.15. "Lot" means a portion of the Assessable Property which is less than the whole thereof and which is assessed as a unit by the appropriate public officials for the purpose of real estate taxes imposed by Prince William County, and all Permanent Improvements existing on it. Any new Permanent Improvement erected or installed in the future on a Lot shall be considered a part of that Lot, beginning upon the issuance of the final governmental approval required for the occupancy or use of the Permanent Improvement. If Prince William County ceases, even temporarily, to impose or collect any real estate taxes, then either (a) each portion of the Assessable Property which is less than the whole thereof and was assessed as a unit for purposes of such real estate taxes immediately before

they ceased to be imposed or collected shall be deemed a Lot, or (b) the Association Board may, with the assent of two-thirds (2/3) of the Members eligible to vote on Assessments who are present at a meeting duly called for such purpose at which a quorum is present, adopt any alternate method for determining what shall constitute a Lot.

1.16. "Member" means every Person who holds membership in the Association.

1.17. "Owner" means the record owner of fee simple title to any Lot within the Property, whether or not the Owner actually resides on any part of the Property. A contract seller of such an interest shall be an Owner. Any mortgage lending institution, for so long as it holds title to any Lot, shall be deemed an Owner and shall have the same obligations with respect to Assessments as any other Owner. A Person holding such an interest solely as security for the performance of an obligation shall not be an Owner.

1.18. "Permanent Improvements" means all buildings, structures and other objects which at the time each Assessment is levied are taxable by Prince William County as real property under applicable law. If Prince William County ceases, even temporarily, to impose or collect real estate taxes, (a) each building, structure or other object which existed at the time those taxes ceased to be imposed and was subject to those taxes shall continue to constitute a Permanent Improvement and (b) the Association Board shall adopt (and may amend, revise or repeal from time to time in its discretion) criteria for determining which buildings, structures and objects the erection of which is completed after such taxes cease to be imposed shall constitute Permanent Improvements. The criteria so adopted by the Association Board may be modified or disapproved by a two-thirds (2/3) vote of those Members eligible to vote on Assessments

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who are present at a meeting duly called for such purpose and at which a quorum is present. The Association Board may, with the approval of two-thirds (2/3) of the Members eligible to vote on Assessments who are present at a meeting duly called for such purpose and at which a quorum is present, make the criteria adopted applicable to existing buildings, structures and projects, as well, in lieu of the standard set forth in (a) above.

1.19. "Person" means any individual, corporation, joint venture, partnership, association, joint stock company, trust, municipality, or political subdivision thereof.

1.20. "Property" means and includes all of the following:

(a) At the time of execution of this Declaration, all land described in Schedule A and presently existing Permanent Improvements built, installed or erected on that land.

(b) Beginning upon the issuance of all governmental approvals required for the occupancy or use of any new Permanent Improvement upon land described in Schedule A, that new Permanent Improvement.

(c) Beginning upon each addition to the land subjected to this Declaration pursuant to Article II, each such new parcel of land and each Permanent Improvement existing on it at the time that it is subjected to this Declaration.

(d) Beginning upon the issuance of all governmental approvals required for the occupancy or use of any new Permanent Improvement on a new parcel of land

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referred to in Paragraph (c), each such new Permanent Improvement.

1.21. "Recreational Facilities" means the swimming pools, tennis courts, multi-purpose courts, pool house, tot lots and other recreational facilities and materials of every kind and description owned, held or maintained by the Association for the use and enjoyment of the Members and their guests.

1.22. "Resident" means each member of the immediate family of each Owner or Tenant who actually lives within the Property and in the same household with each such Owner.

1.23. "Special Assessment" means any Assessment which the Association, under Section 4.03, may levy from time to time upon all Lots for purposes of defraying part or all of the cost of certain capital improvements, or satisfying obligations of or financing undertakings of the Association.

1.24. "Tax Valuation" means the valuation of each Lot as determined under Section 4.01.

1.25. "Tenant" means any Person who occupies a Lot under a written lease or written occupancy agreement from an Owner in which that Person is named lessee, and who delivers a copy of such lease or occupancy agreement, on which the signatures of the parties are reproduced, to the Association Board.

1.26. "Townhome Facilities" means the Common Areas and common facilities conveyed to or operated by the Association located in that portion of the Property zoned for townhouse development.

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ARTICLE II

Property Subject to this Declaration

2.01 Relationship to Adjoining Lands. The Property described in Schedule A may consist of a portion of a larger area of real estate owned by the Developer. The Developer may, from time to time, cause separate and additional declarations to be filed subjecting other portions of the larger area of land owned by the Developer to restrictions similar to or different from those imposed on the Property by this Declaration. Further, the Developer may, from time to time, cause separate and additional declarations to be filed subjecting some or all of the Property to restrictions in addition to those imposed by this Declaration. In addition, the Developer may cause additional parcels of real estate to become subject to some or all of the terms of this Declaration. Each Member by the act of becoming such shall be taken to have acknowledged and agreed: (a) that the Property (together with additions, if any) shall be the only real estate subject to any or all of the within restrictions; (b) that neither anything contained in this Declaration nor in any recorded or unrecorded plat, map, picture, drawing, brochure, or other representation of a scheme of development, shall be construed as subjecting to this Declaration or requiring the Developer, the Association or any successor to or assignee of them, to subject to this Declaration any real estate now or hereafter owned by any of them other than the Property described in Schedule A attached hereto; and (c) that the only manner in which any additional parcels can be subjected to this Declaration shall be by and in accordance with a procedure set forth in Section 2.02 hereof. The fact that the terms and provisions set forth in separate or additional declarations relating to real estate, other than the Property, may be similar to or identical in whole or in part to this Declaration shall not be construed to mean that it was the intent or purpose of the Developer to subject any additional

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real estate to this Declaration or any terms or provisions hereof.

2.02. Recording Additional Parcels.

(a) Pursuant to the provisions of Section 2.01, the Developer may, from time to time, subject additional parcels to any or all of the within covenants and restrictions, by the execution and filing for recordation among the Land Records of an instrument expressly stating such intentions and describing such additional parcels to be so subjected and the covenants and restrictions applicable thereto. Such annexation of additional parcels, except for the parcels or lots described in Schedule B attached hereto, shall require the consent of two-thirds (2/3) of each class of members entitled to vote. In addition, so long as the Developer is a Class B Member, such annexation shall also require the prior approval of the Federal Housing Administration or the Veterans Administration.

(b) During the Development Period, the Developer may, from time to time, cause Supplemental Declarations to be filed among the Land Records subjecting any of the parcels or lots within the real property described in Schedule B attached hereto to the provisions of this Bridlewood Declaration, without the requirement of approval by the Federal Housing Administration or the Veterans Administration. Other Owners of any such parcels or Lots to be annexed shall join in the execution of the supplementary declaration.

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ARTICLE III

Association Membership - Voting Rights

3.01. Membership in the Association. There shall be three classes of membership in the Association, as follows:

(a) Class A Members. Every Person who is an Owner of a Lot zoned R-10 (or any subsequent equivalent classification) for single-family dwellings under the Prince William County zoning ordinance shall be a Class A Member (with the exception of the Developer during the Development Period or shorter period in accordance with the Declaration).

(b) Class B Member. The Developer shall be the Class B Member.

(c) Class C Members. Every person who is an Owner of a Lot zoned R-T (or any subsequent equivalent classification) for townhouse dwelling under the Prince William County zoning ordinance shall be a Class C Member.

(d) An Owner shall automatically become a Member upon the transfer of a Lot to him and shall remain a Member for so long as he is an Owner. Membership shall be appurtenant to and shall not be separated from the status of Owner. Tenants and Residents shall also be Members.

3.02. Voting Rights of Members.

(a) Class A Members and Class C Members shall be entitled to one (1) vote on each matter submitted to the Members for each Lot owned by him. If a Lot is owned or held by more than one Owner, all such Owners shall be Members. However, for purposes of voting, such Owners

shall be deemed to constitute a single Member as to that Lot and shall collectively be entitled to a single vote for that Lot as to each matter submitted to the Members. If such Owners cannot jointly agree as to how that vote shall be cast, no vote shall be allowed with respect to that Lot. Tenants shall not have voting rights. However, in no event shall more than one (1) vote be cast per Lot. Any Owner who is in violation of this Declaration with respect to any Lot or is delinquent in the payment of any Assessment on any Lot, as determined by the Association Board in accordance with the Declaration and its regulations, shall not be entitled to cast the vote of that Lot as long as the violation or delinquency continues.

(b) The Class B Member shall be entitled to cast three (3) votes on each matter submitted to the Members for each Lot owned by it.

(c) Only Owners shall have the right to vote on matters pertaining to "Assessments".

3.03. Termination of Class B Membership. The Class B Membership shall terminate, and the Developer shall automatically become a Class A Member or a Class C Member, as the case may be, entitled to only one (1) vote on each matter submitted to the Members for each Lot owned by it, upon the earlier of the following:

(a) The date upon which Class A and/or Class C Members own at least seventy-five percent (75%) of the Lots; or

(b) The expiration of the Development Period.

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(c) In the event of annexation of additional properties within to be made subject to this Declaration pursuant to the provisions of Article II, Class B membership shall be revived with respect to those Lots contained in the annexed property; provided, however, that this Class B membership shall cease and be converted to Class A membership or Class C Membership, as the case may be, on the happening of either of the following events, whichever occurs first: (1) the date upon which Class A Members and/or Class C Members own seventy-five percent (75%) of the Lots in all annexed property combined; or (2) the expiration of the Development Period.

3.04. Manner of Casting Votes. On any matter submitted to the Members for a vote, any Member entitled to vote may cast his vote in the manner prescribed in the Association's Bylaws.

3.05. Voting Regulations. The Association Board may make such regulations consistent with the terms of this Declaration and the Association's Articles of Incorporation and Bylaws as it deems advisable for any meeting of Members in regard to proof of membership in the Association, evidence of the right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, and such other matters concerning the conduct of meetings and voting as it shall deem fit.

ARTICLE IV

Levy of Assessments

4.01. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so

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expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

(a) Annual Assessments or charges; and

(b) Special Assessments for capital improvements or other specified items, such assessments to be fixed, established and collected from time to time as hereinafter provided. All Annual and Special Assessments, together with interest as hereinafter provided, costs of collection and reasonable attorneys' fees, shall be a charge on the land and, subject to the provisions of Section 4.09 hereof, shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

4.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, including, without limitation, the payment of taxes and insurance (including directors and officers liability insurance) on, and improvements, operation and maintenance of, the Recreational Facilities and the Common Area and the cost of labor, equipment, materials, management and supervision thereof, and any other reasonable expenses of the Association.

4.03. Basis and Maximum of Annual Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner who is not the Developer, the maximum Annual Assessment shall be One Thousand and 00/100 Dollars (\$1,000.00) per Lot.

(b) Beginning and effective January 1 of the year immediately following the conveyance of the first Lot to an Owner who is not the Developer as aforesaid, and for each succeeding January 1, the maximum annual assessment then in effect may be increased by the Board of Directors (effective January 1 of each year) without a vote of the membership by the greater of (1) ten percent (10%) of the maximum assessment then in effect, or (2) the product obtained by multiplying the maximum Annual Assessment then in effect by the percentage increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers - (CPI-U), Washington, D.C., -Md. -Va., All Items (1977 = 100) (the "Consumer Price Index"), between the Consumer Price Index most recently published prior to November 1 fourteen (14) months prior to the effective date of such adjustment, and the Consumer Price Index most recently published prior to November 1 two (2) months prior to the effective date of such adjustment.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Developer as aforesaid, the maximum Annual Assessment may be increased above that established by Subsection (b) hereof, provided that any such change shall be approved by a vote of at least two-thirds (2/3) of the votes entitled to be cast in person or by proxy at a meeting duly called for such purpose, written notice of which (setting forth the

purpose of the meeting) shall be sent to all Members not less than ten (10), nor more than fifty (50), days in advance of the meeting.

(d) The Board of Directors shall be authorized to fix the Annual Assessment to an amount not in excess of the maximum.

4.04. Special Assessments. In addition to the Annual Assessments authorized above, the Association may levy in any calendar year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of the Recreational Facilities or the Common Area, including capital expenditures and also including the fixtures and personal property related thereto. Special Assessments may be levied for any other specified purpose, provided that any such assessment (except for those authorized by Section 4.03(b) of this Declaration and the foregoing sentence of this Section 4.04) shall be approved by a vote of at least two-thirds (2/3) of the votes entitled to be cast in person or by proxy at a meeting duly called for such purpose, written notice of which (setting forth the purpose of the meeting) shall be sent to all Members not less than ten (10) nor more than fifty (50) days in advance of the meeting.

4.05. Class C Assessment. As a part of the Annual Assessment aforesaid, each Class C Member shall be deemed to covenant and agree to pay to the Association a Class C Assessment, which assessment shall reflect the cost of maintaining, operating, managing, replacing, repairing, landscaping and funding the reserves for the Townhome Facilities. Such assessment shall be determined initially by the Board of Directors of the Association, with the advice of the builders developing the townhouse portion of the Property. The Class C Assessments, after the initial

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determination thereof, shall be made by the Board of Directors with the advice of the "Townhome Council", as provided in the Bylaws of the Association.

4.06. Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots not owned by the Developer. Any unoccupied Lot(s) owned by the Developer and any professional builder which is granted Class B Membership by the Developer constructing residential dwellings on the Property shall be assessed at twenty-five percent (25%) of the rate for Lots not owned by the Developer. As long as the Developer retains Class B Membership, the Developer and any Class B Member must also fund all operating deficits experienced by the Association, pro-rata. The existence of such deficits shall be determined by subtracting the cash expenses of the operation of the Association from the total amount of Assessments received by the Association. No increases in Association services shall be effective without the Developer's written consent until such time as the Developer's holds less than five (5%) percent of the total votes in the Association.

4.07. Quorum for any Voting Authorized Under Sections 4.03 and 4.04. At any meeting called for any purpose set forth in Sections 4.03 and 4.04 of this Article IV, the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4.03 and 4.04, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.08. Date of Commencement of Annual Assessments; Due Dates.

(a) The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to an Owner other than the Developer. The first Annual Assessment shall be pro-rated according to the number of months remaining in the calendar year.

(b) The Board of Directors shall fix the amount of the Annual Assessment against each Lot, and shall send written notice of the Annual Assessment to every Owner subject to such assessment, at least thirty (30) days in advance of each Annual Assessment period.

(c) The due dates of such Assessments shall be established by the Board of Directors, which may require the Assessments to be paid in monthly installments.

(d) The Association shall, upon demand and at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be imposed by the Board of Directors for the issuance of these certificates. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding on the Association as of the date of such certificate's issuance.

4.09. Remedies of the Association for Nonpayment of Assessments.

(a) If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date until paid at the maximum rate

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allowed by law. The Association in its discretion may, in addition to the imposition of interest:

(1) impose a penalty as previously established by rule adopted pursuant to the provisions of the Articles of Incorporation, By-Laws or this Declaration;

(2) accelerate the required payment date of the entire remaining Annual Assessment (if required to be paid in installments); or

(3) bring an action at law or equity against the Owner personally obligated to pay such assessments and/or foreclose the lien against the Lot against which such sums have been assessed. Interest, costs and reasonable attorneys' fees of the Association incurred in any such action (or, if any such action is not actually brought, in preparation for such action) shall be added to the amount of such assessment and shall be a lien against the lot.

(4) suspend an Owner's right of enjoyment in any or all Recreational Facilities and Common Areas;

(5) suspend the license and privilege of enjoyment of any or all Recreational Facilities and Common Areas of any Tenant or Resident of the Lot or Lots upon which the delinquent Assessments were levied; and

(6) suspend any license and privilege of enjoyment of any or all Recreational Facilities and Common Areas of any guest, employee or other

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Person which is claimed under or through the Owner or Tenant of the Lot or Lots.

(b) No Owner may waive or otherwise escape liability for payment of such Assessments by non-use of the Common Area or abandonment of such Owner's Lot.

4.10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien held by a First Mortgagee. The sale or transfer of any Lot pursuant to a foreclosure sale or any proceeding in lieu thereof shall extinguish the lien of all Assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve the previous Owner of such Lot from liability for any Assessments which became due prior to the date of such sale or transfer. Any unpaid Assessments accruing subsequent to such sale or transfer shall be a lien on such Lot and the liability of the Owner in accordance with the provisions of this Declaration.

4.11. Exempt Property. The following areas within the Property shall be exempt from the Assessments provided for in this Article IV: (a) all areas dedicated to and accepted by any local public authority by recordation of appropriate documents in the land records of Prince William County, Virginia; (b) the Common Area; (c) the Recreational Facilities; and (d) the Exempt Property.

4.12. Assessment Procedures. The Association Board shall have the power and authority to adopt procedures for the purpose of making, billing and collecting the Annual Assessments and any Special Assessments, provided that those procedures are not inconsistent with the provisions of this Declaration. Section 12.09 prohibits changing the method for determining Assessments without the consent of certain First Mortgagees.

ARTICLE V
Use of Funds

5.01. Application of Funds. The Association shall apply all funds receivable by it pursuant to this Declaration, and all other funds and property received by it from any source, including the proceeds of the loans referred to in Section 5.02, and the surplus funds referred to in Section 5.03, to the following:

(a) The payment of all principal and interest, when due, on all borrowings of the Association, to the extent required under any agreement with noteholders referred to in Section 5.02 hereof.

(b) The costs and expenses of the Association.

(c) The benefit of the Property and the Members of the Association, by devoting funds to the acquisition, construction, reconstruction, alteration, enlargement, replacement, repair, maintenance or operation of the Recreational Facilities and Common Areas and improvements thereon.

5.02. Borrowings.

(a) Security. In order to secure the repayment of any and all sums borrowed by it from time to time, the Association shall have the following rights and powers:

(1) To assign and pledge that portion of the Association's revenues which exceeds (i) twenty-five percent (25%) of the Annual Assessments which it has received and is to receive, and (ii) reasonable reserves for anticipated operating and capital expenses.

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(2) To enter into agreements with noteholders with respect to the collection and disbursement of funds, including, but not limited to, agreements by the Association to:

(i) Levy Annual Assessments on a given day in each year and, subject to the limitation of Section 4.03 as to the amount of the Annual Assessments, to assess them at a particular rate or rates.

(ii) Establish and maintain sinking funds and/or other security deposits or reserves.

(iii) Apply that portion of the funds received by the Association which exceeds twenty-five percent (25%) of the Annual Assessments to the payment of all principal and interest, when due, on such loans, or to so apply such funds after providing for costs of collection.

(iv) Provide for the custody and safeguarding of all funds received by the Association.

(b) Approvals Required. The amount, terms, rate or rates of all borrowing and the provisions of all agreements with noteholders shall be subject to the approval of the Association Board. However, so long as there is a Class B Membership, the interest rate and the schedule of repayment of any borrowing shall be such as will assure that repayment will not at any time impair the ability of the Association to carry out its functions in a satisfactory manner.

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(c) Any mortgage of all or substantially all of the Common Area shall, in addition to the requirements of Subsection (b), be subject to the approval of (1) not less than two-thirds (2/3) of each class of members entitled to vote and (2) the Federal Housing Administration or the Veterans Administration.

(d) Approval of certain First Mortgagees is required under Section 12.09.

5.03. Carryover of Surplus Funds. The Association shall not be obligated to spend in any fiscal year all the sums collected by way of Annual Assessments or otherwise or borrowed in such year, and may carry forward, as surplus, any balance remaining. The Association shall not be obligated to apply any such surpluses to the reduction of the amount of the Annual Assessments in the succeeding fiscal year, but may carry forward from fiscal year to fiscal year such surplus as the Association Board in its absolute discretion may determine to be desirable for the financial security of the Association and the pursuit of its purposes.

5.04. Contracts for Services.

(a) Association Power to Contract. The Association shall be entitled to contract either alone or in conjunction with cluster associations within the Bridlewood community or with any corporation, firm, other neighborhood or cluster association or other Person for the provision of services which this Declaration calls for the Association to provide or for the performance of the duties imposed on the Association hereunder, and the performance by such Person shall be deemed performance by the Association.

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(b) Term. Any such contract entered into by the Association shall contain provisions permitting the Association to cancel the contract upon thirty (30) days' written notice, and shall be for a term of no more than one (1) year, renewable by agreement of the parties.

(c) Notice to First Mortgagees. Section 12.08 requires notice to certain First Mortgagees if the Association attempts to begin self-management of Common Areas and Recreationl Facilities.

5.05. Services to Members. The services to be provided by the Association shall be determined by the Association Board. Such services may include but shall not be limited to lawn mowing, landscaping, snow removal, and other maintenance of Common Areas and the construction, maintenance and operation of Recreational Facilities on the Common Areas for use by Association Members and (as determined by the Association Board) their guests, employees and families.

ARTICLE VI

Rights of Enjoyment in Common Area

6.01. Creation of Common Areas. The Developer will convey to the Association at some time in the future or from time to time one or more tracts of land within the Property with appropriate restrictions assuring that said tracts will be used for recreational purposes and common use. Such tracts, together with (a) other land which may be identified as Common Areas in plats recorded among the Land Records and (b) the Recreational Facilities located thereon, are hereby designated, and are collectively referred to in this Declaration as "Common Areas". Every Owner shall have a right and easement of enjoyment in and to all Common Areas, which easement shall be appurtenant to and shall pass with every Lot upon transfer. All other Members shall have a license and

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privilege to use and enjoy all Common Areas for so long as they are Members.

6.02. Conditions of Use. The right and easement of each Owner, and the license and privilege of each other Member, shall be subject to:

(a) The requirement that admission and other fees adopted by the Association be paid, including the right to charge fees to guests of Members for the use of the Recreational Facilities;

(b) Reasonable rules and regulations, which the Association shall have the power and authority to adopt, pertaining to the use of the Common Areas in order to promote the preservation of such areas, the safety and convenience of the users of them and the best interests of the Members;

(c) Suspension under Section 4.08 for failure to pay Assessments;

(d) Suspension by the Association under Section 6.05; and

(e) The right of the Association to mortgage part or all of the Common Areas under Section 5.02.

(f) Delegation of Right to Use. Any Owner or other Member may delegate, in accordance with regulations established by the Association Board, his right or his license and privilege of use and enjoyment of the Common Areas to his guests (and their immediate families).

(g) Brookside Residents. The residents of the Brookside development shall have the right to use the Recreational Facilities on a fee basis.

(h) The right of customers of the day care facility to be located in Section 10, Bridlewood to use the wading pool to be located within the Recreational Facilities.

6.03. Mortgage of Common Areas. The Association, pursuant to Section 5.02, shall have the right to borrow money for the purpose of improving any Common Areas and, in aid thereof, to mortgage any or all of them. The rights of any such mortgagee shall be subordinate to the easements of enjoyment in and to the Common Areas granted to Owners in this Declaration.

6.04. Suspension of Use for Violation of Rules and Regulations. The Association shall have the power and authority to suspend for a period not to exceed sixty (60) days the right of enjoyment of any Owner or the license and privilege of enjoyment of any Tenant, Resident, guest or other Person, in connection with the enforcement of any rules or regulations relating to the Common Areas and the Recreational Facilities. If the violation has not been corrected at the end of such sixty (60) day period, the Association shall have the authority to renew the suspension for additional, successive sixty (60) day periods.

ARTICLE VII

Architectural Control

7.01. Architectural Control. Except for construction or development by, for or under contract with the Developer, and except for any improvements to any Lot or to the Common Areas accomplished by the Developer concurrently with said

construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall, swimming pool, deck, porch or other improvements or structures (hereinafter referred to as "Proposed Improvements") shall be commenced, directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including, but not limited to, any change of color, storm doors, windows or screens) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, dimensions, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee, as hereinafter defined) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Association Board or an Architectural Control Committee appointed by the Association Board. Plans and specifications submitted to the Association shall include but not be limited to one copy of the following:

(a) A site plan showing the location of all Proposed and existing Improvements on the Lot, and all existing improvements on adjoining Lots;

(b) Exterior elevations for the Proposed Improvements;

(c) Specifications of materials, size, color scheme and other details affecting the exterior appearance of the proposed buildings;

(d) Description of the plans or provisions for landscaping or grading; and

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(e) Copy of any building permit required under applicable ordinances, to be delivered prior to the commencement of construction.

7.02. Approvals. In the event the Association fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Association) have been submitted to it in writing then approval will not be required and this Article will be deemed to have been fully complied with, provided, however, that a copy of the building permit required hereinabove in Section 7.01 of this Article shall be delivered to the Association prior to the commencement of construction.

7.03. Architectural Control Committee. The Board of Directors may appoint an Architectural Control Committee consisting of five (5) members and which shall be entitled to enforce the foregoing architectural restrictions as provided above. If utilized, the initial members of the Architectural Control Committee shall be Ron J. Horowitz, Leonard Schwartz, Edward Toma, Burton Haims and Richard A. Job (the "Committee Members"). The Committee Members shall serve on the Architectural Control Committee for a term of five (5) years beginning on the date of this Declaration (the "Five-Year Period") or until they resign, whichever event first occurs. In the event of the resignation of a Committee Member prior to the expiration of the Five-Year Period, the remaining Committee Members shall appoint a successor to serve for the remainder of the Five-Year Period or for a term of such duration as the remaining Committee Members may determine. Upon the expiration of the Five-Year Period or in the event that all Committee Members resign simultaneously during the Five-Year Period, the Board of Directors of the Association may appoint five (5) Committee Members to serve for a term,

the duration of which shall be determined by the Board of Directors of the Association. Two (2) members of the Committee shall be appointed from the single-family detached portion of the Property, two (2) from the townhome portion of the Property, and one (1) member shall be appointed at large. It is expressly provided, however, that Developer shall have the right to appoint a majority of the Committee during the Development Period.

7.04. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

7.05. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the

provisions of this Article, the Owner shall submit written evidence of approval of any construction or alteration from the appropriate officials of Prince William County. The Architectural Control Committee shall, at the request of the owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

7.06. Rules and Regulations, Etc. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Control Committee shall be final except that any Member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural Control Committee to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors of the Association.

ARTICLE VIII
Enforcement

8.01. Who May Enforce. The covenants, conditions and restrictions contained in this Declaration shall be construed as covenants running with the land and any and all covenants, conditions and restrictions contained in this Declaration shall inure to the benefit of and be enforceable by (a) the Association, (b) any Member and (c) the Developer (so long as the Developer is an Owner) by actions at law or suits in equity. Any Person who has violated any provision of this Declaration shall be liable to the Association for the costs of enforcement hereof, including the Association's reasonable attorneys' fees.

8.02. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Declaration or any Supplemental Declaration recorded pursuant to Article II, Section 2.02 shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Declaration, including the failure to perform necessary exterior maintenance in a timely fashion, then the same shall be considered to have been undertaken in violation of this Declaration and without the approval of the Architectural Control Committee required herein, and, upon written notice from the Architectural Control Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days after notice of such violation is delivered to the owner of the Lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and

employees (but only after a resolution of the Architectural Control Committee), to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the owner of said Lot, at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the owner of such Lot, in all respects (and subject to the same limitations) as provided in Article IV of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

8.03. No Waiver. The failure of any Person to enforce any provision of this Declaration shall in no event be deemed a waiver by that or any other Person of its rights to enforce it later.

8.04. No Contingency. The right of any Person to enforce any provisions of this Declaration shall not be contingent upon the failure of any other Person to do so.

8.05. Developer Liability. No liability shall attach to the Developer for failure to enforce any provision of this Declaration.

ARTICLE IX

Term

9.01. Term. These covenants shall run with the land and be binding for the Development Period unless revoked by the Developer. After the Development Period these covenants shall automatically continue in effect unless revoked by means of a written instrument recorded in the Land Records and executed by the Association with the prior approval of two-thirds (2/3) of all the votes eligible to be cast by Owners. Such revocation shall require the prior written approval of the Federal Housing Administration or the Veterans Administration. The revocation shall be effective upon recordation.

ARTICLE X

Amendments

10.01. During Development Period. This Declaration may be amended during the Development Period by means of a written instrument recorded in the Land Records and executed by the Association with the prior approval of the Developer and two-thirds (2/3) of each class of Members. Such amendment shall require the prior written approval of the Federal Housing Administration or the Veterans Administration. The amendments shall be effective only upon such recordation. However, the Developer reserves the right to amend this Declaration during the Development period without the consent of any of the Owners if the amendment is necessary to bring this Declaration into compliance with any regulation or requirement of the Federal Housing Administration, the Veterans Administration or Prince William County, Virginia.

10.02. After Development Period. After expiration of the Development Period, this Declaration may be amended in the

manner set forth in Section 10.01, except that the Developer's approval of any amendment shall not be required.

10.03. Notice to Mortgagees. Section 12.09 requires that certain First Mortgagees be notified of material amendments to this Declaration.

ARTICLE XI
Severability

11.01. Invalidation of any one provision of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XII
General

12.01. Interpretation by Association Board. The Association Board shall have the right to construe and interpret the provisions of this Declaration and any rules or regulations promulgated pursuant to it and, in the absence of any adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or Property benefitted or bound by this Declaration.

12.02. Rules and Regulations. The Association Board shall adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In adopting and promulgating such rules and regulations, the Association Board shall seek to advance the best interests of the Owners and other Members to the end that the Property shall be preserved and maintained as a high quality community and shall seek to achieve the development of the Property, including the

maintenance and operation of Common Areas and Recreational Facilities.

12.03. Assignment or Transfer of Rights, Powers or Duties. The Developer may assign or delegate any or all of the rights, powers or duties (including discretionary powers and rights, powers of consent and approval) reserved by or conferred upon it in this Declaration to any Person agreeing to accept the assignment or delegation.

12.04. Other Land. Nothing in this Declaration shall be construed or implied to bind or apply to the land of the Developer not included in Schedule A or Schedule B (upon annexation).

12.05. Readings and Cross References. The headings of the Sections in this Declaration are for convenience only and shall not affect the meaning or interpretation of their contents. References in this Declaration to a "Section", "Article", "Subsection" or "Paragraph" shall, unless otherwise explicitly stated, be deemed to refer, respectively, to a section or article of this Declaration, a subsection of the section of this Declaration in which the reference appears, or a paragraph of the subsection of this Declaration in which the reference appears. Any reference in this Declaration to a Schedule shall, unless otherwise explicitly provided, be deemed to refer to a Schedule attached to this Declaration and that Schedule shall be deemed to be incorporated by reference into this Declaration. The masculine gender shall be deemed to include the feminine and neuter, and the singular shall include the plural and vice versa.

12.06. Grantee Bound by Declaration. Each grantee accepting a deed, lease or other instrument conveying an interest in any Lot, whether or not it expressly or impliedly incorporates or refers to this Declaration, covenants for

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himself, his heirs, successors and assigns to observe, perform and be bound by the covenants, conditions and restrictions contained in this Declaration and to incorporate the same by reference in any deed, lease or other conveyance of all or any portion of his interest in that Lot.

12.07. Lease of Parcel. No Owner may lease to another Person any Lot or portion thereof unless the lease is in writing and expressly provides that (a) the terms of the lease are subject in all respects to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any rules or regulations prescribed by the Association under any of them, and (b) failure of the lessee to comply with any of those documents shall be a default under the lease and shall entitle the Owner to terminate the lease.

12.08. Encroachments. If any portion of a Permanent Improvement to a Lot inadvertently encroaches upon the Common Areas or Recreational Facilities, as a result of construction, reconstruction, repair, settlement or movement of any part of the Permanent Improvement, a valid easement shall exist, for so long as the encroachment continues, for the encroachment and its maintenance.

12.09. Buffer Provisions for Townhouse Sections. That portion of the land described on Schedule B attached hereto to be developed as townhouses will be subject to a buffer one hundred feet (100') in width adjacent to Linton Hall Road. Said buffer area shall be created by easement and shall become the responsibility of the Bridlewood Recreation Association with respect to maintenance for buffering and screening purposes. The construction or placement of accessory buildings, parking and fencing in this buffer shall be expressly prohibited. The exact description of this buffer area shall be as set forth on the approved and recorded plats

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describing the townhouse sections of the property described on Schedule B.

12.10. Rights of First Mortgagees. Notwithstanding compliance with the other provisions of this Declaration relating to such actions, unless First Mortgagees of at least fifty-one percent (51%) of the Lots which are subject to first mortgages or first deeds of trust consent to the action in writing, the Association may not do any of the following:

(a) Abandon, subdivide, sell, transfer or mortgage any Common Areas (although the Association may without such consent grant easements for public utilities or for other public purposes consistent with the intended use of such Common Areas;

(b) Change the method for determining Assessments;

(c) Apply hazard insurance proceeds for losses to Recreational Facilities or other improvements to Common Areas for Purposes other than the repair or replacement of the Recreational Facilities or other improvements.

If any approval required of any First Mortgagee has not been communicated to the Association within ten (10) business days after written notice has been received by it of the intended action, then that First Mortgagee shall be deemed to have approved it.

12.11. FHA/VA Approval. So long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (a) Annexation of additional parcels of real

estate other than that described in Schedule B; (b) dedication of Common Area; and (c) amendment of this Declaration.

If any approval required of one of these agencies has not been communicated to the Association within thirty (30) calendar days after written notice has been received by it of the intended action, then that Agency shall be deemed to have approved it.

WITNESS the following signature and seal:

BIRCHWOOD AT GAINESVILLE CORP., a Virginia corporation

By: Kevin J. Dolan
Name: Kevin J. Dolan
Title: Proj. Mgr.

STATE OF Virginia
COUNTY OF Prince William, to-wit:

The foregoing was acknowledged before me this 12th day of June, 1992 by Kevin J. Dolan, Project Manager of Birchwood at Gainesville Corp., a Virginia corporation, on behalf of the corporation.

My commission expires: 3/31/94

Samuel H. Rogers
Notary Public

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SCHEDULE A

All of Section 6, Bridlewood, as the same is duly dedicated, platted and recorded in Deed Book 1892 at Page 1374 among the land records of Prince William County, Virginia.

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SCHEDULE B

All of that certain real property located in the Gainesville Magisterial District of Prince William County, Virginia described in those certain deeds recorded in Deed Book 1738 at Page 175 and in Deed Book 1738 at Page 179 among the land records of Prince William County, Virginia, less and except all of Section 6, Bridlewood, as the same is duly dedicated, platted and recorded in Deed Book 1892 at Page 1374 among the land records of Prince William County, Virginia.

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SCHEDULE C

All of proposed Parcel A, Section 10, Bridlewood, upon which a day care center is to be constructed, said Parcel A, Section 10, Bridlewood to be recorded hereafter among the land records of Prince William County, Virginia, and currently being processed by the Prince William County Department of Development Administration as Prince William County File Nos. 92-0014 R0 SPF and 90-0128 R0 SPF.

1202GHR/2(3)

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RECORDED W/CERTIFICATE ANNEXED

92 JUN 12 PM 2: 11

PRINCE WILLIAM CO..VA

TESTE: *Paul L. Allie*
CLERK