

**AMENDMENT
NO. 2**

SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Supplemental Declaration") is made this 27th day of July, 1995 by BIRCHWOOD AT GAINESVILLE CORP. a Virginia corporation ("Developer") and BRIDLEWOOD COMMUNITY ASSOCIATION, a Virginia non-stock corporation ("Association").

Recitals:

R-1. Developer and Association are the owners of a certain parcel of real property located in Prince William County, Virginia, legally described as Lots 1 through 83 and Parcels A, B, and C, Section 4, Bridlewood, as duly dedicated and platted pursuant to a Deed of Dedication, Subdivision and Easement recorded in Deed Book 2118 at Page 1073 among the Prince William County land records (the "Property"), which is a portion of the property acquired by Developer by virtue of Deed 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.

R-2. The Property is subject to that certain instrument entitled "Bridlewood Community Association Declaration of Covenants, Conditions and Restrictions" (the "Master Declaration") recorded in Deed Book 1893 at Page 232 among the land records of Prince William County, Virginia, as amended and restated in Deed Book 2083, at Page 1370 and the amendments thereto.

R-3. In accordance with Article II, Section 2.02(b) of the Master Declaration, Developer reserved the right to subject any of the real property described in Schedule B attached to the Master Declaration to the terms and provisions thereof by means of a

Return to: Compton & Duling, L.C.
14914 Jefferson Davis Highway
Woodbridge, VA 22191
07795GHR

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

R-4. The Master Declaration provides that every Owner (as defined therein) shall be a member of the Bridlewood Community Association ("Association") and shall pay Annual Assessments or charges and Special Assessments as are properly fixed and established by the Association for the purpose of maintaining and improving the community facilities in Bridlewood and for promoting the health, safety and welfare of all the residents in Bridlewood. Developer intends that the Owners of Lots within the Property shall be members of the Association.

R-5. It is the desire of Developer to subject the Property to the terms of the Master Declaration by the recordation of this Supplemental Declaration. The covenants, conditions and restrictions created by this Supplemental Declaration shall be subordinate to the Master Declaration and any amendments thereto, and in the event that there is any conflict between this Supplemental Declaration and the Master Declaration, the provisions of the Master Declaration shall control.

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Association hereby declare that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements, 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 thereof. The recitals are incorporated herein and made a part hereof.

ARTICLE I
IMPOSITION OF MASTER DECLARATION

1.01. Developer hereby declares that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Master Declaration, 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 thereof.

1.02. All capitalized terms in this Supplemental Declaration shall have the meanings set forth in the Master Declaration.

ARTICLE II
GENERAL RESTRICTIONS

2.01. Subdivision of Lots Prohibited. No more than one (1) residence shall be erected on any Lot. However, a residence may be erected on one or more Lots, or a Lot and a part of another Lot. The purpose of this exception is to allow one or more Lots to be subdivided, provided that the building site for any one residence is enlarged and not reduced in size. Nothing herein contained shall be construed to prohibit the use of more than one Lot for the construction of a single residence.

2.02. Other Buildings. No structure or building of any kind, including storage sheds, shall be erected on, or moved onto, any Lot unless it is in general conformity and harmony with the class of existing structures on the surrounding Lots and approved by the Architectural Control Committee as provided in the Master Declaration. The architectural style, color and building materials of any storage shed, garage or other such structure or building shall conform to the residence which it serves. No such building or structure, other than an attached or semi-attached garage, shall exceed one hundred forty (140) square feet in area or twelve feet (12 ') in height. Modular homes are permitted,

provided that they are approved by the Architectural Control Committee and have at least a 6/12 pitch roof. However, no trailer or other structure of a temporary character shall be permitted on any Lot.

2.03. Building Location. No residence or other improvement shall be located on any Lot less than thirty feet (30') from the front lot line, or nearer to a side street line or an interior lot line than is permitted by the applicable county or municipal ordinance.

2.04. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In particular, no trash or garbage, other than construction debris which does not become a nuisance to the neighborhood, shall be permitted to be burned on any Lot.

2.05. Parking: Vehicles. No trucks or heavy equipment shall be permitted to be parked on the streets servicing the Property, or in the driveway of any residence, provided that each Owner shall be allowed to park one pickup truck in the driveway of his Lot. Boats, boat trailers, campers and/or recreational vehicles may not be parked on any Lot except in a garage unless exemption is approved in writing by the Architectural Control Committee as provided in Section 2.11 of this Article. No disabled vehicles or equipment or vehicles weighing in excess of seven thousand (7,000) pounds gross vehicle weight shall be parked on any Lot other than (a) commercial vehicles temporarily located on the Property to furnish necessary services to an Owner, or (b) temporary construction trucks and heavy equipment located on the Property for construction purposes. No unlicensed or inoperable vehicle shall be parked on the Property. For purposes of this section, there shall be deemed to be only one Owner per residence. No motor vehicle repair or maintenance of any kind shall be permitted on any Lot, Common Area, Neighborhood Common Area or on any public or private street located within the Property.

2.06. Fences and Retaining Walls. Any fence constructed upon the Property shall be in conformity with the style, type and material used or approved by Declarant and shall be either horizontal, rustic, unfinished split rail or picket, or vertical board with top and bottom caps and shall not extend beyond the front building line of the dwelling on the Lot upon which any such fence is erected or the front building line of the dwellings on all immediately adjacent Lots. No fence shall be more than six feet (6') in height. Stockade fencing, chain link and other wire fencing is specifically prohibited. All retaining walls built for landscaping purposes shall be composed of brick, stone or wood timbers. The erection of all fences and retaining walls shall be subject to the provisions of this Article.

2.07. Signs. Except for such signs as may be posted by the Developer for promotional or marketing purposes or by the Association, no signs of any character posted or displayed on any Lot or on any street located within the Property.

2.08. Variances and Exceptions. Notwithstanding any provision to the contrary, the Architectural Control Committee may, in its sole discretion, make exceptions to and grant variances from any restrictions provided in this Article II, provided that such exception or variance is in writing.

2.09. Clothes Drying Equipment. No clothes lines or other exterior clothes drying apparatus shall be permitted on any Lot, unless approved in writing by the Architectural Control Committee.

ARTICLE III

LOT MAINTENANCE

3.01. Upkeep. All Owners shall keep their Lots free of weeds, undergrowth, garbage, trash and unsightly debris and litter. It shall be the responsibility of each Owner to prevent the development of any unclean or unsightly conditions of buildings or

grounds on the Property which would tend to decrease the attractiveness of the neighborhood as a whole or the specific area. The height of the ground cover on a Lot (not including landscaping, shrubbery or flowers unless used for ground cover) shall not exceed four inches (4"). All improvements on the Property shall be kept in good repair and, where necessary, painted on a regular basis.

3.02. Temporary Structures. No structure of a temporary character, nor any trailer, basement, tent, shack, garage, barn or any other outbuilding, shall be placed on any Lot at any time, provided that construction trailers are allowed on the Property for the purpose of sales or construction supervision.

3.03. Animals. No livestock or poultry of any kind shall be raised, bred or kept on any Lot. No animals shall be kept, bred or maintained for commercial purposes. All dogs must be fenced or leashed.

3.04. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers which conform to standards approved by the Architectural Control Committee. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition at all times.

3.05. Sight Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations greater than four feet (4') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at twenty-five feet (25') from the intersections of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3.06. Driveways. All driveways and roads located on the Property must be properly drained and covered with asphalt or concrete.

3.07. Antennae and Solar Collectors. No exterior antennae or satellite dishes shall be permitted on the Property. Solar collectors or panels which are not visible from a street may be installed and maintained on a Lot.

3.08. Swimming Pools.

(a) No Owner shall be allowed to construct an above-ground swimming pool on any Lot.

(b) One below-ground swimming pool may be constructed and maintained on a Lot, provided that the following conditions are met:

(1) the design, excavation and building plans are first approved by the Architectural Control Committee in accordance with the Master Declaration and by all applicable authorities of Prince William County, Virginia; and

(2) any swimming pool and any mechanical equipment used to operate and maintain the swimming pool shall be screened from view and protected from trespassers by appropriate landscaping and fencing; and

(3) the swimming pool is located in the yard behind the residence, not facing any street.

3.09. Mail Boxes. All mail box posts must be constructed of four inch (4") by four inch (4") pressure treated wood and must conform to the standards of the Architectural Control Committee.

3.10 House Numbers. House numbers are required for each residence and shall be placed where lighting illuminates the house number. The height of the house numbers shall be no less than three inches (3") and no more than six inches (6").

3.11. Heating and Cooling Apparatus. All central air conditioning units, heat pumps and other mechanical apparatus shall be screened from view by appropriate landscaping or fencing.

ARTICLE IV
EASEMENTS

4.01. The Association, its directors, officers, agents and employees, all policemen, firemen, ambulance personnel and all similar persons are hereby granted an easement to enter upon the Property (and any portion thereof) in the exercise of the functions provided by the Master Declaration, this Supplemental Declaration and the Articles of Incorporation and By-Laws of the Association, in the event of emergencies and in the performance of proper governmental functions.

4.02. Except in the case of any emergency, when access shall be immediate, the right of entry created by Section 4.01 shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to, and with the permission of, any Owner or Tenant directly affected by such entry.

4.03. Developer, its agents and employees, shall have a right of ingress and egress over the Common Area and the right to such other temporary uses of the Common Area as may be required or desired in connection with the construction and development of the Property.

4.04. Developer hereby reserves to itself, its successors and assigns, a non-exclusive easement fifteen feet (15') in width from the front and rear lines of all Lots and

seven and one-half feet (7.5') from the side lines of all Lots or over any Common Area for the purpose of installing, repairing or maintaining utility lines or areas, including, but not limited to, storm drains, sanitary sewers, gas lines, electric lines or cables, water lines, telephone lines, street lights and the like.

4.05. Developer hereby reserves to itself, its successors and assigns, a perpetual and non-exclusive easement over any Lot or any Common Area for the purpose of landscaping any such Lot or Common Area, correcting the drainage of surface water to maintain the health, safety and appearance of the Property (such easements to include the right to cut trees, bushes or shrubbery, or to cut or grade the land), erecting and maintaining street intersection signs, street lights, directional signs, temporary promotional signs, permanent entranceways and signs, stone, wood or masonry walls, and for the purpose or purposes of executing any of the powers, rights or duties granted to or imposed on the Association.

4.06. Developer hereby reserves a non-exclusive easement and right-of-way in, through, over and across the Property for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provisions of utility services, whether public or private, to the community and to other property adjacent to, or in the vicinity of, the community.

ARTICLE V

GENERAL PROVISIONS

5.01. Enforcement. The Association and any Owner 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 Supplemental Declaration. Any Owner who has violated any restriction or covenant shall

promptly reimburse the Association for the cost of such enforcement proceeding, including reasonable attorney's fees. Payment of such amount shall be secured by a lien on the Owner's Lot, which lien shall be subordinate to the lien of any deed of trust on the said Owner's Lot which was made in good faith and for value. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

5.03. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than three-fourths (3/4) of the Lot Owners, including at least one Lot Owner other than Developer, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded among the land records of Prince William County, Virginia. However, the Developer reserves the right to amend this Declaration during the first five years without the consent of any other Lot Owner 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.

5.04. Annexation. If within five (5) years of the date of recording of this instrument the Developer should develop additional lands within the area subject to the Master Declaration, such additional lands may be annexed to the Property by Developer without the assent of the Class A members, provided, however, that the development of such additional lands shall be in accordance with a general plan submitted to the Federal

Housing Administration and the Veterans Administration, should such agencies be involved. If such agencies are involved, the proposed annexation must be approved by the Federal Housing Administration and/or the Veterans Administration prior to annexation.

5.05. FHA/VA Approval. As 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: annexation of additional properties (other than as allowed by the Master Declaration without such approval), dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

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IN WITNESS WHEREOF, Developer and Association have executed this Supplemental Declaration as of the date first above written.

BIRCHWOOD AT GAINESVILLE CORP., a
Virginia corporation

By: [Signature]

Name: RON J. HORWITZ

Title: VICE PRESIDENT

STATE OF New York
COUNTY OF Nassau, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Ron J. Horwitz, whose name as Vice President of Birchwood at Gainesville Corp., a Virginia corporation, is signed to the foregoing Supplemental Declaration, has personally acknowledged, subscribed and sworn to the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 24th day of July, 1995.

My commission expires:

3/8/97

Leslie M. Barreto
Notary Public

LESUE M. BARRETO
Notary Public, State of New York
No. 01BA5043125
Qualified in Nassau County
Commission Expires May 8, 1997

BRIDLEWOOD COMMUNITY ASSOCIATION,
a Virginia non-stock corporation

By: [Signature]
Name: RON J. HOROWITZ
Title: VICE PRESIDENT

STATE OF New York
COUNTY OF Nassau, to wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Ron J. Horowitz, whose name as vice president of Bridlewood Community Association, a Virginia non-stock corporation, is signed to the foregoing Supplemental Declaration, has personally acknowledged, subscribed and sworn to the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this 24th day of July, 1995.

My commission expires:
5/8/97

Leslie M. Barreto
Notary Public

LESUE M. BARRETO
Notary Public, State of New York
No. 01BA5043125
Qualified in Nassau County
Commission Expires May 8, 1997

RECORDED W/CERTIFICATE ANNEXED

95 AUG -1 PM 1:27

PRINCE WILLIAM CO., VA.

TESTE: [Signature]
CLERK