

VINT HILL MANOR AND VINT HILL CONSERVATORY

Homeowner Association Documents

K. HOVNANIAN'S®

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Amended
Vint HILL Conservancy
Declaration of Covenants, Conditions and Restrictions

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Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

Vint Hill Manor Homeowners Association, Inc. is a corporation existing under and by virtue of the laws of Virginia, and is in good standing.

The date of incorporation is May 31, 2002.

Nothing more is hereby certified.

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, May 31, 2002

This is to Certify that the certificate of incorporation of

Vint Hill Manor Homeowners Association, Inc.

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: May 31, 2002

State Corporation Commission

Attest:

Joel H. Peck
Clerk of the Commission



Signed and Sealed at Richmond on this Date:
May 31, 2002

Joel H. Peck
Joel H. Peck, Clerk of the Commission



IS0316

CS0436



SCC819
(07/01)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF INCORPORATION
VIRGINIA NONSTOCK CORPORATION

The undersigned, pursuant to Chapter 10 of Title 13.1 of the Code of Virginia, state(s) as follows:

- 1. The name of the corporation is: Vint Hill Manor Homeowners Association, Inc.
2. The corporation is to have no members.
3. The directors of the corporation shall be elected or appointed as follows:
4. A. The name of the corporation's initial registered agent is Dexter Fink.
B. The initial registered agent is (mark appropriate box):
5. A. The corporation's initial registered office address, which is identical to the business office of the initial registered agent, is:
B. The registered office is physically located in the [] City or [X] County of Fairfax.
6. The initial directors are:
7. INCORPORATOR(S):

See Instructions on the reverse.

BYLAWS OF
VINT HILL MANOR
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Definitions

The words in these Bylaws which begin with capital letters (other than words which would be normally capitalized) shall have the same meanings assigned to them as in the Declaration of Covenants, Conditions and Restrictions for the Property.

ARTICLE II

Offices

Section 2.01. The initial registered office shall be in the County of Fairfax in the Commonwealth of Virginia. The Association may also have offices at such places within the Commonwealth of Virginia as the Board of Directors may, from time to time, determine or the business of the Association may require.

ARTICLE III

Members

Section 3.01. **Voting Rights of Members.** The Association shall have two (2) classes of members in accordance with the provisions of Section 2 of the Articles of Incorporation. The rights, privileges and qualifications of each class of members shall be as set out in the Articles of Incorporation, the Declaration and as provided in these Bylaws.

Section 3.02. **Annual Meetings.** The Association shall hold an annual meeting of the Members each year within one (1) year from the date of incorporation and for the transaction of any business within the powers of the Association. Such annual meeting shall be held at a time to be designated by the Board of Directors from time to time. Any business of the Association maybe transacted at an annual meeting without being specially designated in the notice of such meeting, except such business as is specifically required by statute, the Articles of Incorporation or the Declaration to be stated in the notice. Any matter requiring the affirmative vote of more than a majority of the Class A Members present at a meeting shall be designated in the notice of such meeting. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts.

Section 3.03. **Special Meetings.** At any time in the interval between annual meetings, special meetings of the Members may be called by the President, the Board of Directors, the Class B Member or by Class A Members having twenty-five percent (25%) of the votes entitled to be cast by the Class A Members at such meeting.

Section 3.04. Place of Meetings. All meetings shall be held at the registered office of the Association, or at such other place within the State of Virginia as is designated by the Board of Directors from time to time.

Section 3.05. Notice of Meetings.

(a) Written notice stating the place, day and hour of the annual meeting of the Members and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fifteen (15) nor more than sixty (60) days before the date of the meeting (except as a different time is specified below) either personally or by mail, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. In lieu of delivering notice as above, the Association may publish such notice at least once a week for two successive calendar weeks in a newspaper having a general circulation in the city or county in which the registered office is located, the first publication to be not more than sixty (60) days and the second not less than seven (7) days before the date of the meeting. If notice of the meeting is so published, a notice of the meeting shall also be posted at not less than three (3) conspicuous locations on the Property.

(b) Notice of a Members' meeting to act on an amendment of the Articles of Incorporation or a plan of merger or consolidation shall be delivered or published and posted in the manner required by the laws of Virginia. Such laws currently require such notice not less than fifteen (15) nor more than sixty (60) days before the date of the meeting.

(c) Notwithstanding the foregoing provision, a waiver of notice in writing, signed by the Member or Members entitled to such notice, whether before or after the holding of the meeting, shall be equivalent to the giving of such notice to such Member(s). A Member who attends a meeting shall be deemed to have had timely and proper notice of the meeting unless he attends for the express purpose of objecting because the meeting is not lawfully called or convened.

Section 3.06. Quorum. Unless otherwise provided in the Articles of Incorporation or the Declaration, at any meeting of Members the presence in person or by proxy of members entitled to cast fifteen percent (15%) of all of the votes entitled to be cast by the Members shall constitute a quorum. This section shall not affect any requirement under statute, the Declaration or under the Articles of Incorporation of the Association for the vote necessary for the adoption of any measure. In the absence of a quorum, without regard to class, the Members present in person or by proxy, by majority vote taken and without notice other than by announcement, may adjourn the meeting from time to time until a quorum shall attend. In addition, at such a meeting where a quorum of Members is not present, the Members present in person or by proxy by majority vote taken without notice other than by announcement, may call a further meeting of Members, and at such further meeting the percentages of votes required to constitute a quorum shall each be reduced to one-half (1/2) of the percentage specified above and by proxy. The Members present may take any action, including, without limitation, the election of directors, which might have been taken at the original meeting had a sufficient number of members been present.

Section 3.07. Votes Required. A majority of the votes cast by the Members without regard to class at a meeting of Members duly called and at which a quorum is present shall be sufficient to take or authorize action upon any matter which may properly come before the meeting, except as otherwise required by the laws of Virginia, the Declaration or the Articles of Incorporation. The Declaration requires the affirmative vote of more than a majority of each class of members in certain instances.

Section 3.08. Proxy and Absentee Ballot Voting.

(a) **Proxy Voting.** A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote to the proxy's discretion). Such proxies may be granted by any Owner in favor of only another Owner, such unit owner's Mortgagee, or additionally, in the case of a nonresident Owner, the Owner's lessee, attorney or rental agent. All Owners shall have the right to vote a maximum of five proxy ballots. Proxies shall be duly executed in writing, shall be witnessed, shall contain the full name and address of the witness, shall be dated, shall be signed by a person having authority at the time of the execution thereof to execute deeds on behalf of that person, shall be valid only for the particular meeting designated therein and any continuation thereof, and must be filed with the Secretary. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such unit. Except with proxies in favor of a lessee or Mortgagee, no proxy shall in any event be valid for a period in excess of one hundred and eighty (180) days after the execution thereof.

(b) **Absentee Ballot Voting.** All Owners shall have the right to vote via absentee ballots. Absentee ballots shall be in writing and shall clearly designate for which candidate and/or for what measure the vote is intended to be submitted. Candidates and proposals must be submitted to the Board at least twenty-one days before the relevant annual or special meetings of the membership in order to be included on the absentee ballots. No proxies shall be solicited prior to the proxy ballots.

(c) **Secret Ballots.** Voting at an annual or special meeting of the membership shall be by secret ballot for previously submitted proposals, and whenever the number of candidates exceeds the number of open seats on the Board of Directors.

Section 3.09. Alternative Voting Procedures. Notwithstanding any other provision of these Bylaws, to the extent permitted by the laws of Virginia, any vote to be taken of the members upon a stated proposal or for the election of directors or to change any governing document may be taken by mail, and the number of votes necessary for passage of the Proposal or election as a director or to change any governing document shall be the same as if the vote were taken at a meeting.

Section 3.10. Fixing of Record Date. For the purpose of determining the Members entitled to notice of, or to vote at any annual or special meeting of the Members, or any adjournment thereof, or in order to make a determination of the Members for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of Members. Such date in any case not be more than sixty (60) days and not less than ten (10) days prior to the date on which the particular action requiring such determination of Members is to be taken. If no record date is fixed for the determination of Members entitled to notice or to vote at a meeting of Members, the date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

ARTICLE IV

Board of Directors

Section 4.01. Powers. The business and affairs of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all the powers of the Association, except such as are, by the laws of Virginia, the Articles of Incorporation, the Declaration or these Bylaws, conferred upon or reserved to the Members. The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend a Member's voting rights and/or right to use the Common Area (other than streets and roadways) during any period in which such Member will be in default in the payment of the Annual Assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for an infraction of published rules and regulations or a violation of the Declaration, pursuant to the Virginia Property Owners Association Act; and;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors or is delinquent more than two (2) months in paying his Annual Assessment;
- (d) employ a manager, an independent contractor, or such other employees and contractors as they deem necessary, and to prescribe their duties.
- (e) appoint and disband such committees as the Board deems appropriate.
- (f) adopt an annual budget for the operation of the Association.

Section 4.02. Duties. It shall be the duties of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by Class A Members who are entitled to cast one fourth ($1/4$) of the outstanding votes;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the Annual General Assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) fix the Services Assessment against each Lot in the section of property requiring or requesting special services, and
 - (3) send written notice of each assessment to every Owner subject thereto;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not the Annual Assessments have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Annual Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on Common Area;

(f) cause all officers or employees and managing agents having fiscal responsibilities to be bonded pursuant to the Declaration;

(g) cause the Common Area to be maintained; and

(h) appoint an Architectural Committee as provided in the Declaration.

Section 4.03. Number and Composition of Board. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) natural persons who shall be initially designated by the Declarant and who shall hold office until the election of their successors at a meeting of the Members of the Association held within one hundred twenty (120) days after Class B membership terminates. After Class B membership terminates, the Board of Directors shall consist of a minimum of three (3) members and a maximum of five (5) members who shall be elected by the Members of the Association.

Section 4.04. Qualifications of Directors. All Directors shall be Lot Owners or spouses of Lot Owners, Mortgagees (or designees of Mortgagees) or designees of the Declarant.

Section 4.05. Appointed Directors. Appointed Directors shall be appointed by the Declarant and shall serve one year terms or until their successor is appointed. Such appointed Directors may be reappointed and they need not be members of the Association. The Declarant shall appoint three (3) Directors until such time as the Class B membership expires.

Section 4.06. Elected Directors. At the first annual meeting following the termination of Class B membership, Directors shall be elected for staggered terms as follows; one (1) Director shall be elected for a one (1) year term, one (1) Director shall be elected for a two (2) year term and the remaining Directors shall be elected for a three (3) year term. Thereafter, all Directors shall be elected for three (3) year terms.

Section 4.07. Vacancies and Removal. Any Director may be removed from the Board with or without cause, by a majority vote of the Members of the Association. Any Director who misses three (3) consecutive meetings of the Board of Directors or is two (2) or more months delinquent in paying his Annual Assessments shall be removed from the Board of Directors at its option. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor, subject to removal, however, by vote of the Members of the Association. Notwithstanding the foregoing during the Development Period, none of the directors appointed by the Declarant shall be removed without the prior written consent of the Declarant.

Section 4.08. Compensation. No Director shall receive compensation from the Association for any service he may render to the Association as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.09. Action by the Board of Directors.

(a) **Regular Meetings.** Except as permitted by this Section, all actions, matters or resolutions approved or disapproved by the Board of Directors shall be by vote of the Directors taken at a regular meeting. Regular meetings of the Board of Directors shall be held monthly without notice.

(b) **Emergency Meetings or Action by the Board of Directors.** In the event of an emergency (as determined by a majority consent of the Board of Directors) requiring immediate action by the Board of Directors, the Board of Directors may act by means of a conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other and participation by such means shall constitute presence in person at such meeting. Such meetings may be called by the President of the Association or by a majority of the Directors.

(c) **Time and Place of Meeting.** Each meeting of the Board of Directors shall be held at such time and at such place within the State of Virginia as the person or persons calling the meeting may designate or at such other place outside the State of Virginia as may be agreed upon by all of the Directors.

(d) **Action Without a Meeting.** To the extent permitted by the laws of Virginia, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 4.10. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business.

ARTICLE V

Officers and Their Duties

Section 5.01. Enumeration of Officers. The officers of this Association shall be a president, who shall be a Director, a vice president, a secretary, and a treasurer, and such other officers and assistant officers as may from time to time be deemed necessary by the Board of Directors. Any two (2) or more offices may be held by the same person except the offices of President and Secretary.

Section 5.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 5.03. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year until his successor is elected and qualified unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 5.04. Special Appointments. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.05. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5.06. Duties of the President. The President shall be the chief operating officer of the Association, shall be available at all meetings of the Members and the Board of Directors, shall have general and active operating management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall act as chairman at meetings of the Board of Directors. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Association, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association. The President shall have the power to act on behalf of the Board, within limits, between meetings of the Board to take care of the normal and customary business of the Board or anything of an emergency nature.

Section 5.07. Duties of the Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one vice president, the Vice Presidents in the order designated by the Directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.08. Duties of the Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall record or cause to be recorded all the proceedings of the meetings of the Association and of the Board of Directors in a book to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall have custody of the corporate seal of the Association and he shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature. The Board of Directors may give general authority to any other officer to affix the seal of the Association and to attest the affixing by his signature.

Section 5.09. Duties of the Treasurer. The Treasurer shall have the custody of the Associations' funds and securities and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The treasurer shall disburse or cause to be disbursed the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions conducted as Treasurer, and of the financial condition of the Association. The Treasurer shall cause a financial review of the

Association books to be conducted; and shall prepare an annual budget and a statement of issuance and expenditures to be prescribed to the membership at its annual meeting and shall file a copy of each in the records of the Association. The Board may assign certain Treasurer duties described herein to the managing agent.

ARTICLE VI

Finance

Section 6.01. Checks. Draft Etc. All checks, drafts, and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Association, shall be signed as provided by resolution of the Board of Directors.

Section 6.02. Fiscal Year. The fiscal year of the Association shall be the twelve calendar months period ending December 31 of each year, unless otherwise provided by the Board of Directors.

Section 6.03. Carryover of Unused Funds. The Association shall not be obligated to spend in any calendar year all the sums collected in such year and may carry forward, as surplus, any balance remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Annual Assessments in the succeeding year, but may carry forward from year to year such surplus or may offset any budget deficit or may return excessive amounts of the surplus to the Owners as the Board of Directors or a majority of all Owners eligible to vote may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 6.04 Financial Review. The Association shall cause a financial review of the Association books to be made by an independent certified public accountant in and/or for any year deemed appropriate by the Board. Such review shall be available to all Members and First Mortgagees, if requested in writing, within 120 days following the annual meeting.

ARTICLE VII

Miscellaneous

Section 7.01. Books and Records. The books, records and papers of the Association (pursuant to the Virginia Property Owners Association Act) shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 7.02. Seal. The Board of Directors may provide a suitable seal, bearing the name of the Association which shall be in the charge of the Secretary. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

Section 7.03. Indemnification. The members of the Board of Directors and officers of the Association shall not be personally liable to the Association, Owners or others for any mistake or judgment or Wally acts or omissions made in good faith acting as such Board members or officers individually or collectively. Each member of the Board of Directors and each officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, or any settlement thereof, by reason of his being or having been a member of the Board of Directors or an officer of the Association, whether or not he is a member of the Board of Directors or an officer at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association.

Section 7.04. Amendments. Any and all provisions of these Bylaws may be amended, altered or repealed and new Bylaws may be enacted at a duly convened meeting, or by mail, by a majority of all Owners eligible to vote; provided, however, no amendment or change shall be effective without the consent of the Class B Member during the Development Period. Amendment of the Bylaws is subject to specific provisions contained in the Articles of Incorporation and the Declaration. The Federal Housing Administration and the Veterans Administration shall have the right to veto any material amendments to the Bylaws during Class B membership.

Section 7.05. Consistency of Articles of Incorporation and Bylaws. These Bylaws shall be construed and interpreted in a manner which is consistent with the terms and provisions of the Articles of Incorporation and the Declaration. The terms and provisions of the Articles of Incorporation and the Declaration shall be controlling over any inconsistent provision contained in these Bylaws.

ARTICLE VIII

Management

Section 8.01. Management Agent The Board of Directors shall employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors, which rate shall be a rate which is ordinary, reasonable, and customary for such services, to perform such duties and services as the Board of Directors shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) day's written notice thereof to the other party. The term of any such management agreement shall not exceed three (3) years; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties.

Provided that any Lot subject to these Bylaws is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration, or guaranteed by the Veterans Administration, and, provided further, that FHA and/or VA standards and regulations prohibit self-management of the Association, then no such self-management shall be undertaken by the Association without the prior written consent and approval of FHA or VA, as well as First Mortgagees.

ARTICLE IX

Rights of First Mortgagees

Section 9.01. Written notice of meetings of the members shall be delivered in accordance with Article III, Section 3.05 to all First Mortgagees who file a written request with the Secretary.

Section 9.02. Upon written request to the Secretary, the books and records of the Association, pursuant to Section 55-510, Code of Virginia, 2150 as amended, shall be available for examination by a First Mortgagee and its duly authorized agents or attorneys during normal business hours after reasonable notice and for purposes reasonably related to its interest.

Section 9.03. Upon written request to the Secretary, a First Mortgagee may obtain written notification of the lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 9.04. A First Mortgagee shall be entitled to receive a copy of the budget and financial statement of the Association upon written request delivered to the Secretary.

VINT HILL MANOR HOMEOWNERS ASSOCIATION, INC.,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Article I - Definitions

The words used hereinabove or hereafter in this Declaration which begin with capital letters (other than words which would be normally capitalized) shall have the meanings assigned to them in Article I of this Declaration.

1.01 "Annual Assessments" shall mean and refer to the Annual General Assessment and any Services Assessment which may be levied by the Association in each of its fiscal years pursuant to Article IV of this Declaration,

1.02 "Annual General Assessment" shall mean and refer to the annual charge shared by all Class "A" members established pursuant to Article IV of this Declaration.

1.03 "Assessable Property" shall mean and refer to all of the Property except such part or parts thereof as may from time to time constitute Exempt Property.

1.04 "Association" shall mean and refer to Vint Hill Manor Homeowners Association, Inc., a Virginia non-stock corporation, its successors and assigns.

1.05 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association and any board, group or entity of the successor or assign to the Association serving in a comparable capacity to the Board of Directors of the Association.

1.06 "Class A Members" shall mean and refer to all Owners except during the Development Period the Declarant.

1.07 "Class B Member" shall mean and refer to the Declarant.

1.08 "Common Area" shall mean and refer to all real property and the improvements thereon from time to time owned or leased by the Association for the common use and enjoyment of the Members. Such property may (but need not) include any common areas, recreational facilities, parks and other open space land, lakes and streams, storm water management and drainage facilities, private streets not dedicated to the County of Fauquier or Commonwealth of Virginia, pathway and bikeway systems and fencing on Common Area. Conservancy is responsible for management and maintenance of all Common Area.

1.09 "Conservancy" shall mean the Vint Hill Conservancy, Inc., an association of all of the owners of property in the Vint Hill development; and its "Governing Documents" including Declaration, Bylaws and Articles of Incorporation, and any amendments thereto.

1.10 "Declarant" shall mean and refer to the Vint Hill Farms Economic Development Authority, its successors and assigns, as long as it owns at least one (1) Lot or during the Development Period whichever is later. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment designating a party as the Declarant hereunder or which pass by operation of law.

1.11 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions as it may from time to time be amended or supplemented in the manner provided herein.

1.12 "Development Period" shall mean and refer to the period commencing on the date of this Declaration first set forth above and terminating on the earlier of (a) December 31, 2010; or (b) any earlier date specified by the Declarant in a written notice to the Association that the Declarant Control Period is to terminate on that date. If the Declarant is delayed in the improvement and development of the Property due to a sewer, water or building permit moratorium or other cause or event beyond the Declarant's control, then the aforesaid period shall be extended for the length of the delay or two years, whichever is less.

1.13 "Dwelling Unit" shall mean any portion of the Property, as improved, intended for any type of independent ownership for use and occupancy as a residence by one household and shall, unless otherwise specified, include within its meaning (in way of illustration, but not limitation) patio, single family detached, or zero lot line homes, as may be used and defined as herein provided or as provided in subsequent Declarations covering all or part of the Property.

1.14 "Exempt Property" shall mean and refer to all land and structures and Common Areas owned by the Association for so long as the Association shall be the owner thereof.

1.15 "Federal Housing Administration" ("FHA") shall mean and refer to that governmental agency of the United States of America so entitled and any agency or regulatory authority of the United States of America which succeeds the Federal Housing Administration.

1.16 "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deeds of trust. "First Mortgagee" as used herein, shall mean a holder of a mortgage with priority over other mortgages. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

1.17 "Land Development Activity" shall mean and refer to any building, construction, reconstruction or repair of a Dwelling Unit, roadways, curbing, sidewalks, utility services or any other Structure on a Lot or any other portion of the Property by the Declarant and/or by other persons regularly engaged in the building or construction business (including a Participating Builder), if granted approval in writing by the Declarant.

1.18 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property which has been subjected to this Declaration and upon which a Dwelling Unit could be constructed in accordance with Fauquier County zoning ordinances in accordance with the applicable laws of Virginia in effect from time to time. "Lot" shall not mean and refer to Common Areas.

1.21 "Member" shall mean the Class A Members and Class B Members of the Association.

1.20 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lots which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

1.21 "Participating Builder" shall mean and refer to a person or entity described in writing by the Declarant as a Participating Builder.

1.22 "Person" shall mean and refer to any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other separate legal entity.

1.23 "Property" shall mean and refer to those certain lands in Fauquier County, Virginia, more particularly described in Exhibit "A" attached hereto, together with such additional lands as may be subjected to this Declaration.

1.24 "Resident" shall mean and refer to (i) each individual occupying any Dwelling Unit pursuant to a lease agreement with the Owner thereof who, if requested by the Board of Directors, as delivered proof of such lease agreement to the Board of Directors; (ii) members of the immediate family of such individual or of an owner who actually resides within the Property and in the same household with each such individual or Owner; and (iii) any person who has a fixed place of habitation at a Dwelling Unit of any such individual or owner to which, whenever he is absent, he has the intention of returning.

1.25 "Services Assessment" shall mean and refer to the charge or charges imposed upon a section, neighborhood, housing type, or subdivided parcel of the Property for certain services rendered pursuant to Article IV of this Declaration.

1.26 "Special Assessment" shall mean and refer to any special charge established pursuant to Article IV of this Declaration.

1.27 "Structure" shall mean and refer to:

(a) Anything or object (other than trees, shrubbery, landscaping and hedges less than two feet high) the placement of which upon any Lot may affect the appearance of such Lot, including any building, garage, porch, shed, greenhouse, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, signboard, wishing well, bird bath, statues or any other temporary or permanent improvement on such Lot,

(b) Any excavation, fill, ditch; dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and any Lot.

(c) Any change of more than six inches in the grade of any lot.

- 1.28 "Veterans Administration" ("VA") shall mean and refer to that governmental agency of the United States of America so entitled and any agency or authority of the United States of America which succeeds the Veterans Administration.

Article II - Property Rights of Common Areas

2.01 Rights of Enjoyment of Common Areas. Each Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to his Lot. Each Owner is bound by the terms of the Governing Documents of the Conservancy and the Governing Documents of the Association are subordinate to the Governing Documents of the Conservancy. Each Resident shall have a nontransferable right to use and enjoy the Common Areas, which right shall terminate when such person ceases to have the status of a Resident. Such easements and rights shall be subject to the following provisions:

(a) The right of the Board of Directors to adopt, promulgate, enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of the Common Areas which shall enhance the preservation of such facilities and the safety and convenience of the users thereof. Such rules and regulations may include limitations on the number of guests of Owners and Residents who may use the Common Areas at any one time.

(b) The right of the Board of Directors to establish and charge reasonable admission and any other fees for certain types of extraordinary uses of the Common Areas.

(c) The right of the Board of Directors to suspend the voting rights and the right of any Owner or Resident to use all or any portion of the Common Areas (with the exception of any streets or access ways) for a violation of this Declaration or for an infraction of the Board's rules and regulations for period(s) not to exceed 60 days or until such violation is cured, in accordance with the Virginia Property Owners' Association Act.

(d) The right of the Board of Directors to suspend the voting rights and the right of any Owner or Resident to use the Common Areas (with the exception of any streets or access ways) for so long as any Annual General Assessment, Services Assessment or Special Assessment for such Lot remains unpaid and overdue.

(e) The right of the Board of Directors to levy assessments, late fees, interest and penalties for violations of the provisions of this Declaration or any reasonable rules or regulations adopted by the Board of Directors pursuant to the provisions hereof.

(f) The right of the Board of Directors to grant easements or rights-of-way to any public utility corporation, public agency or to any other entity.

(g) The right of the Board of Directors with the approval of a 66 2/3% vote of the Class A and B Members present at a meeting at which a quorum is present, to borrow such amounts as are required by the Association.

(h) The Association may at any time mortgage, dedicate or transfer all or a part of the Common Areas to any public agency, authority, or other entity upon such terms and conditions as shall be agreed upon by such agency, authority, entity or organization and the Board of Directors, including, without limitation, terms and conditions providing for the use of such Common Areas by

the public in general and terms and conditions pertaining to the maintenance and repair of such Common Areas and the assessments of Owners and/or Residents for the costs of such maintenance and repair. No such dedication or transfer shall be effective, however, unless approved by 66 2/3% of the vote of the Class A and Class B Members at a meeting at which a quorum is present except for the following which shall not require any Members' consent: (i) granting easements which do not interfere with the intended Common Area use; (ii) dedicating Common Area to a public authority; (iii) conveying Common Area as part of boundary line adjustments with Lots; or (iv) transferring Common Area pursuant to a merger or consolidation with a non-profit entity.

(i) The right of the Board of Directors to regulate parking on Common Areas through the granting of easements, licenses, or promulgation of rules and regulations. In areas where parking is provided on private streets and parking bays owned by the Association, the right but not the obligation, of the Board to assign and reserve parking spaces for the exclusive use of individual Owners. All unassigned and/or visitor parking spaces shall be available on a first-come, first-served basis.

Article III - Association Membership, Voting Rights, Board of Directors

3.01 Organization of the Association. The Association has been organized as a nonprofit, non-stock corporation under the laws of Virginia (i) to provide for the acquisition, construction, management, maintenance and care of the Common Areas; (ii) to obtain, manage and maintain services for the Property, or sections thereof including, as necessary, and deemed by the Board of Directors, refuse collection, grass mowing of Common Area or Lot yard areas (if requested), street cleaning, parking area maintenance and management and snow plowing; and (iii) to take other acts or action which would promote the health, safety or welfare of the Owners and Residents. The Association is charged with such further duties and invested with such powers as are prescribed by law and set forth in the Articles of Incorporation of the Association and herein as all of the same may be amended from time to time. The Articles of Incorporation and Bylaws of the Association shall not be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. No part of the net earnings of the Association shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of Common Areas, and other than by a rebate of any excess Annual Assessment, Special Assessment or other dues, fees or assessments) to the benefit of any Member or individual.

3.02 Membership in the Association. The Association shall have the following classes of membership:

Class A. Class A Members shall be all Owners (with the exception of the Declarant) as provided in Section 3.03 (b). A Person shall automatically become a Class A Member upon his becoming an Owner and shall remain a Class A Member for so long as he is an Owner.

Class B. The Class B Member shall be the Declarant.

3.03 Voting Rights of Members. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(a) Each Class A Member shall be entitled to one (1) vote on each matter submitted to the members for each Lot owned by such Class A Member which is not Exempt Property. If more than one Dwelling Unit is located on any Lot (which is not Exempt Property), the Class A Member owning

such Lot shall be entitled to one (1) vote for each Dwelling Unit located on such Lot. Any Class A Member who is in violation of this Declaration, as determined by the Board of Directors in accordance with the provisions hereof and regulations established hereunder, shall not be entitled to vote during any period in which such violation continues.

If a Lot shall be owned by more than one Owner, such Owners shall be deemed to constitute a single Class A Member as to such Lot and shall collectively be entitled to a single vote for such Lot (or for each Dwelling Unit located on such Lot) as to each matter properly submitted to the Members.

(b) The Class B Member shall be entitled initially to three (3) votes for each Lot owned. The Class B membership shall terminate and become converted to Class A membership upon the happening of the earlier of the following:

(i) When the total outstanding Class A votes equal or exceed the total Class B votes;

(ii) December 31, 2010; or

(iii) Such earlier time as Declarant in its sole discretion, determines.

(c) Notwithstanding the foregoing, after the Development Period has ended, in the event the Declarant wishes to annex any additional properties pursuant to Section 7.01, Class B membership shall be revived with respect to all Lots owned by the Declarant on the annexed property. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(i) when the total votes outstanding in the Class A memberships in the annexed property equal the total votes outstanding in the Class B membership in such annexed property, or

(ii) Seven (7) years from the date of recordation of the final Deed of Dedication or Supplemental Declaration for the last portion of such annexed property.

(d) Any vote of the Members shall be taken without regard to class of membership except in those instances requiring the affirmative vote or approval of each class of membership in accordance with this Declaration and the Articles of Incorporation or Bylaws of the Association.

3.04 Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors elected by the Members without regard to class of membership. As long as the Declarant has the status of a Class B Member, it shall have the right to appoint three (3) Directors. Directors shall be elected by the Members in accordance with Article IV of the Bylaws of the Association. The number of directors shall be determined in accordance with the provisions of the Bylaws of the Association. The Board of Directors shall represent the Association and its members with respect to the Conservancy and shall serve as the Sector Committee for the Residential Lots as described in the Conservancy Governing Documents.

3.05 Adoption of Further Rules and Regulations. The Board of Directors may make such rules and regulations consistent with the terms of this Declaration and the Association's Articles of Incorporation and Bylaws as it deems advisable with respect to any meeting of Members, proof of membership in the Association, evidence of right to vote, appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and other matters concerning the

conduct of meetings and voting. If the Board of Directors shall so determine and if permitted under applicable law, voting on elections and other matters, including any matters requiring the approval of the Class A Members as provided in this Declaration, may be conducted by mail or by ballot.

3.06 Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas or its facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Members for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or its facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or its facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

Article IV - Covenant for Assessments

4.01 Creation of the Lien and Personal Obligation of Assessments. The Declarant 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 General Assessments, Services Assessments and Special Assessments as are established and are to be paid and collected as hereinafter provided. The Annual General Assessments, Services Assessments and Special Assessments, together with interest thereon, late fees and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest thereon, late charges, and cost of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to successors in title and both parties (seller and purchaser) shall be jointly liable therefor. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Areas or abandonment of his Lot or any Dwelling Unit thereon.

4.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to carry out the business and responsibilities of the Association including, but not limited to (i) the acquisition, construction, management, maintenance and care, repair or replacement of the Common Areas and services; (ii) obtaining, managing and maintaining services for the Property, or sections thereof including, as necessary, refuse collection; (iii) promoting the recreation, health, safety and welfare of the Members; (iv) providing for grass cutting and lawn maintenance of all Common Areas, maintenance of all recreational areas and facilities, and maintenance of all private streets located on the Property; (v) the collection and payment of all assessments due from the Lots to the Conservancy; and (vi) if the Association shall so elect, the services indicative of a Senior Housing Community such as maintenance of yards, snow removal of walks and driveways, exterior painting, gutter cleaning, and special recreational or social activities.

4.03 Establishment of Annual General Assessment and Services Assessment.

(a) The Association shall levy in each of its fiscal years an Annual General Assessment and a Services Assessment if applicable, (hereinafter collectively referred to as the "Annual Assessments") against each Lot which is owned or occupied by a person who is not the Declarant or a Participating Builder and which is not Exempt Property. The amounts of such Annual Assessments shall be established by the Board of Directors, subject to the limitations imposed by Section 4.04, at least thirty (30) days in advance of each Annual Assessment Period. The first Annual Assessments on each Lot imposed pursuant to this section 4.03(a) shall be adjusted according to the number of months remaining in the Annual Assessment Period from the date of conveyance. Twenty five percent (25%) of the Annual General Assessment will be deposited into an account of, and will be for the use of the Vint Hill Conservancy. The balance will be used to carry out the business of the Manor Homeowners Association.

(b) The Declarant shall satisfy any operating budget deficit or shortage that the Association may incur or experience from the date of organization of the Association until the date the Class B membership terminates. Any cumulative budget surplus shall be credited against any deficit. The obligation of the Declarant to satisfy such deficit shall create a lien on the Lots or portion of the Property owned by the Declarant.

(c) The Association shall levy against any Participating Builder at the time of conveyance by Declarant, a one-time assessment equal to One Hundred Fifty and No/100 Dollars (\$150.00) for each Lot owned by the Participating Builder. Notwithstanding the foregoing, Participating Builders shall have the obligation to pay Annual General Assessments and Services Assessments on any Lot which is owned by said Participating Builder upon which there is located a model or a Dwelling Unit which has been issued a certificate of occupancy. One half of the one time assessment paid by the Participating Builder will be a capital contribution for the benefit of the Vint Hill Conservancy, and one half of the assessment will be a Manor Homeowners Association capital contribution.

(d) The amount of the Annual General Assessment shall be determined by the Board of Directors according to its estimate of the cost of providing services or rights of use which are common to all of the Lots subject to the provisions of Section 4.04.

(e) A Services Assessment may be levied by the Board of Directors against certain sections or neighborhoods of the Property or against any particular housing type (i.e., detached type Dwelling Units), for special services which the Association provides such areas. The amount of the Services Assessment shall be determined by the Board of Directors according to the estimated cost of providing services or rights of use to the Lots in such section, which services or rights are not enjoyed by all of the Members of the Association. The amount of a Services Assessment shall be the same to each Lot in any section but need not be uniform with the Services Assessment imposed upon Lots in other sections.

4.04 Maximum Assessments

(a) Until January 1 of the year following the conveyance of the first Lot to an Owner who is not a Participating Builder, the Maximum Annual General Assessment imposed in any fiscal year of the Association as to each Lot pursuant to Section 4.03(a) shall not exceed Five Thousand Dollars and No/100 Dollars (\$5,000.00).

(b) As to each of the fiscal years of the Association from and after January 1 of the year following the conveyance of the first Lot to an Owner who is not a Participating Builder, the Board of Directors may increase the Maximum Annual Assessment provided in 4.04(a) for each Lot by the greater of (i) a factor of not more than ten percent (10%) of the Maximum Annual General Assessment for the current fiscal year of the Association plus the amount which any ad valorem real estate taxes or any other taxes assessed by and insurance premiums payable by the Association have increased over the previous year; or (ii) the percentage increase, if any, in the Consumer Price Index, or equivalent, published by the United States Department of Labor for the Metropolitan Washington Area over the twelve (12) month period ending five (5) months prior to the end of the current fiscal year of the Association.

(c) From and after January 1 of the year immediately following the commencement of Annual Assessments, the Maximum Annual General Assessment may be increased above the amounts which could be set by the Board of Directors with the written approval or the votes cast by a majority of the Class A Members attending a meeting of Members at which a quorum is present.

4.05 Special Assessments. In addition to the Annual General Assessment and Services Assessment authorized above, the Board of Directors may levy in any fiscal year of the Association, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Areas including fixtures and personal property related thereto, or for any other purpose for which the Association is responsible. Pursuant to Section 55-514 of the Property Owners' Association Act, such Special Assessment may be rescinded if, at a meeting called within 60 days of notice of the Special Assessment, the majority of the votes of each class of membership who are voting in person or proxy agrees. Special Assessments shall be imposed against Lots which are not Exempt Property in the same proportions as Annual General Assessments as provided in Sections 4.03(a), (b) and (c).

4.06 Date of Commencement of Assessments. The Annual General Assessment and Services Assessment, if any, provided for in this Article IV shall commence for each Lot subjected to this Declaration on the first day of the month following the date of conveyance of the Lot to a Class A Member. The first Annual Assessment and Service Assessment (if any) shall be adjusted according to the number of months remaining in the calendar year.

4.07 Repair and Replacement Reserve. As a part of any Annual Assessment the Board of Directors shall obtain from Owners contributions to capital on a regular basis, which contributions will be used to establish a replacement and repair reserve. Such contributions shall be paid monthly or at such time as regular assessments are due and shall be in an amount to be designated from time to time by the Board of Directors. All of the funds shall be deposited in an account with a lending institution, the accounts of which are insured by an agency of the United States of America, or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America or certificates of deposit in a federally insured lending institution. Such funds also may, in the discretion of the Board of Directors, be invested in Money Market Funds which, although they themselves are not guaranteed by the United States Government, invest solely in United States Government securities (or in State bonds which are backed in principal by the State). The replacement reserve may be expended only for the purpose of the replacement and repair of the Common Area.

4.08 Initial Working Fund. The Board of Directors shall collect a working capital contribution against the initial Owner of a Lot (other than the Declarant or a Participating Builder) at the time of closing on the Lot. Such contribution shall be equal to two (2) months of the Annual General Assessments and shall be utilized for commencing business of the Association and providing the necessary working fund for it. Fifty Percent (501%) of the working capital contribution will be deposited into the account of, and will be for the use of the Vim Hill Conservancy. The balance will be used to carry out the business of the Manor Homeowners Association.

4.09 Notice and Due Dates. Written notice specifying (i) the amount of each Annual General Assessment, Services Assessment and Special Assessment, and (ii) the number and amounts of the installments by which each such Assessment is to be paid, shall be given to the Owners of each Lot subject thereto. Each installment of an Annual General Assessment, Services Assessment or Special Assessment shall be due on the first day of each assessment period as defined by the Board of Directors.

4.10 Effect on Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within ten (10) days after the due date shall be delinquent and the Association may exercise any or all of the following remedies: (a) upon notice to the Owner declare the entire balance of any Annual General Assessment or Special Assessment due and payable in full; (b) charge interest and a late fee (as determined by the Board) for assessments which are not received by the tenth (10th) day of the assessment period; (c) bring an action at law or in equity against the Owners of the Lot to collect the same; and (d) foreclose the lien against the Lot. Such lien may be enforced by the Association in the same manner and to the same extent and subject to the same procedures as in the case of a foreclosure of a real property mortgage under the laws of Virginia.

The Owner personally obligated to pay the delinquent Assessment shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred by the Association in connection with the collection of such Assessment.

4.11 Certificate of Payment. The Association shall, upon written request by owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Annual General Assessments, Services Assessments and Special Assessments, if any, on a specified Lot have been paid. The Association shall furnish said Certificate within ten (10) days of receipt of the written request. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

4.12 Subordination of the Lien to Mortgages. The lien of the Annual General Assessments, Services Assessments and Special Assessments provided for herein shall be subordinate only to the lien of any First Mortgage or First Deed of Trust. The sale or transfer of any Lot shall not affect the lien of such Assessments. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof for the benefit of any First Mortgagee 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 Lot from liability as to any assessments thereafter becoming due or from the lien thereof. Notwithstanding the foregoing no sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof for the benefit of any First Mortgagee shall be deemed to extinguish any mortgage or lien which the Association has itself placed upon any property owned by the Association.

Article V - Architectural Review and Architectural Committee

5.01 Composition and Appointment. An Architectural Review and Covenants Committee (the "Architectural Committee") may be appointed by the Board of Directors. Such Committee shall initially consist of three (3) members, but may thereafter be increased or decreased in size by the Board of Directors, from time to time. Members of the Architectural Committee shall serve for a term of one (1) year, or until their successors are elected and qualified. Any vacancy in the membership of the Architectural Committee shall be filled by the Board of Directors to serve for the remaining portion of the term of the originally appointed member. If any vacancy shall occur, the remaining members of the Architectural Committee may continue to act until the vacancy has been filled. Except for members who have been designated by the Declarant, any member may be removed with or without cause by the Board of Directors. In the event that the Board of Directors shall fail to designate an Architectural Review and Covenants Committee, the Board of Directors shall serve as the Architectural Committee.

5.02 Powers and Duties.

(a) The Architectural Committee shall serve as an architectural review board and shall regulate the external design, appearance and location of the Lots and Structures thereon so as to enforce the architectural provisions of this Declaration, enforce the requirements of the recorded subdivision plats, deeds of subdivision, and to preserve and enhance values and to maintain a harmonious relationship among Structures and the Property. The Architectural Committee shall comply with the terms, provisions and requirements of the Conservancy Governing Documents and the rules and regulations of the Conservancy Covenant Committee.

(b) The Architectural Committee shall serve in such other capacities as may be determined, from time to time, by the Board of Directors in enforcing the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association. Any decision or determination of the Architectural Committee may be appealed by a Member affected thereby to the Board of Directors.

5.03 Submission of Plans to Architectural Committee for Approval. Except for such Structures as may be constructed by the Declarant or Structures constructed by a Participating Builder which have first been approved by the Declarant, no Structure of any kind whatsoever shall be commenced, erected, placed, moved onto or permitted on any Lot, nor shall any existing Structure upon any Lot be removed or altered in any way which materially changes the exterior appearance thereof (including change of exterior color) until plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as the Architectural Committee may reasonably require, but shall in all cases include:

(a) A site plan showing the location of all proposed and existing Structures on the Lot and all existing Structures on adjoining Lots,

(b) Exterior elevations for the proposed Structures,

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

- (d) Description of the plans or provisions for landscaping or grading.

The provisions of this Section 5.03 shall not apply to Land Development Activity as defined in Section 1.18. Any plans and specifications of any Participating Builder which have been approved by the Declarant shall not be subject to any review or approval by the Architectural Committee following the termination of the Class B membership or the Development Period unless substantially revised by the Participating Builder.

5.04 Powers and Duties. Any approval or disapproval of a requested action by the Architectural Committee shall be in writing. In denying any application, the Architectural Committee shall specify the reasons for such denial. The Architectural Committee may approve an application subject to such conditions and qualifications as the Board deems appropriate to enforce the architectural provisions of this Declaration.

5.05 Failure of the Architectural Committee to Act. If the Architectural Committee shall fail to act upon any request submitted to it within forty five (45) days after a complete submission thereof in a form acceptable to the Architectural Committee, such request shall be submitted to the Board of Directors for approval. If the Board of Directors shall fail to act within thirty (30) days after submission to the Board of Directors, then such request shall be deemed to have been approved as submitted, and no further action shall be required. Submission of incomplete plans shall not be considered by the Architectural Committee or the Board of Directors.

5.06 Rules, Regulations and Policy Statements. The Architectural Committee shall enforce the design guidelines published by the Conservancy Covenant Committee. The Architectural Committee may recommend, from time to time, subject to the approval and adoption of the Board of Directors, reasonable rules and regulations pertaining to its authorized duties and activities under this Declaration and may from time to time issue statements of policy with respect to architectural standards and such other matters as it is authorized to act on. The Architectural Committee shall adopt rules of procedure, subject to the prior approval and adoption of the Board of Directors, which rules of procedure shall include provisions substantially to the following effect:

(a) The Architectural Committee shall hold regular meetings as necessary. Meetings of the committee may be called by the Chairman and by a majority of the members of said committee.

(b) A majority of the members of the Architectural Committee present at any meeting shall constitute a quorum.

(c) The Architectural Committee shall maintain minutes of its meetings and a record of the votes taken thereat.

(d) All meetings of the Architectural Committee shall be open to the Members of the Association and any vote of the Architectural Committee shall be taken at an open meeting. Nothing contained herein, however, shall prevent the Architectural Committee from meeting in closed session or executive session in accordance with State and Federal laws or regulations.

(e) A copy of all minutes, rules, regulations and policy statements of the Architectural Committee shall be filed with the records of the Association and shall be maintained by the Association as a permanent public record. The Association shall make copies thereof available to

any interested Member at a reasonable cost or shall make such minutes, rules, regulations and policy statements available to any Member for copying.

5.07 Expenses of the Architectural Committee. The Architectural Committee may charge reasonable fees for the processing of any requests, plans and specifications including consultation with a professional. The Association shall pay all ordinary and necessary expenses of the Architectural Committee; provided, however no member of the Architectural Committee shall be paid any salary or receive any other form of compensation, at the expense of the Association except upon authorization by the Board and upon approval by (i) 66 2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum of 15 percent is present, and (ii) the Class B Member voting in person or by proxy at such meeting.

5.08 Right of Entry. The Association and the Architectural Committee through their authorized officers, employees and agents shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling or alteration of any Structure thereon is in compliance with the provisions of this Article and Article VI without the Association or the Architectural Committee or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

5.09 Land Development. Notwithstanding any other provisions of this Declaration, any Land Development Activity (as defined in Section 1.18 shall not require the approval of or be subject to review by the Architectural Committee. This provision shall not be construed in any manner as a limitation upon the right of the Declarant to review and approve any plan or modification thereof of any Participating Builder.

Article VI - General Restrictions on the Use of Lots and Improvements to be Made Thereon

6.01 Conservancy Restrictions. Use of the Lots and Common Area is subject to the restrictions described in the Conservancy Governing Documents.

6.02 Zoning Regulations. The Property shall not be used for any purpose other than as permitted in the Fauquier County -zoning ordinances or the laws, rules, or regulations of any governmental authority in force and effect on the date of recording of this Declaration as the same may be hereafter from time to time amended. No building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single family dwelling. This restriction shall not apply to any use for which a special exception under local government zoning ordinances or other governing regulations, as the same may be hereafter from time to time amended, is finally granted provided such use is approved in writing by the Architectural Committee. The right, however, to further limit or restrict the use of a particular Lot is reserved under the provisions hereof.

6.03 Structures. The architectural character of all Structures, or alterations, additions, or improvements thereof (other than interior alterations not affecting the external appearance of a Structure) when visually related to each other and the surrounding natural environment shall be, in the opinion of the Architectural Committee, harmonious in terms of type, size, scale, form, color and material. The repair, replacement, repainting, resurfacing or restoration of any Structure originally

approved by the Architectural Committee or the Declarant shall not be subject to the review or approval of the Architectural Committee provided that, following any such repair, replacement, repainting, resurfacing or restoration of any such Structure, the external appearance of such Structure shall be substantially identical with the appearance of said Structure as originally approved. Except as otherwise herein provided, no Structure shall be painted, stuccoed or surfaced with any material unless and until approved in writing in accordance with objective, performance oriented guidelines established by the Architectural Committee. Screens or parapets shall be used to organize and aesthetically shield mechanical equipment and appurtenances from public view.

6.04 Screens and Fences. Except for any fence installed by the Declarant, a Participating Builder, or the Association, no fence or screen shall be installed on a Lot except in accordance with the guidelines established by the Architectural Committee and with the prior written approval of the Architectural Committee. Any fencing which may be installed by the Declarant in the Common Area shall be maintained by the Association.

6.05 Signs and Lighting. The location, color, nature, size, design and construction of all signs or outdoor lights shall be approved in writing by the Architectural Committee prior to the installation thereof and must be in keeping with the character of the Property.

6.06 Vehicles and Parking. No commercial truck, commercial bus, taxicabs or other commercial vehicle of any kind, boats, trailers, campers, recreational vehicles and motor homes shall be parked in any visible location on the Property without the prior written approval of the Architectural Committee. Commercial vehicles shall be deemed to include cars and vans in styles normally used for private purposes but painted with or carrying commercial advertising, logos, or business names exceeding five (5) square feet per side or containing visible commercial materials, cargo, tools or equipment on the exterior of the vehicle or that extend beyond the length or width of the vehicle. No oversized/commercial vehicle (a vehicle wider than and/or longer than a standard parking space, 21 feet maximum, any vehicle that has more than two (2) axles, or those vehicles greater than 6,000 pounds) may park on the premises. No disabled vehicle or vehicle on which current registration plates or other required permits such as inspection stickers are not displayed shall be parked on any Lot or on Common Area. The repair or extraordinary maintenance of vehicles shall not be carried out in a manner that is visible from any Lot or on the Common Areas. The Association may enforce the provisions of this Section by towing any non complying vehicle at the vehicle owner's sole risk and expense. This provision shall not preclude commercial vehicles located on the property temporarily (less than 24 hours) to provide services to the Association or a resident.

6.07 Animals. The maintenance, keeping, boarding or raising of animals, livestock; or poultry regardless of number, is prohibited on any Lot or upon the Common Area, except for (i) the keeping of guide animals and reasonable number of orderly domestic pets (e.g. fish, nonpoisonous reptiles, dogs, cats, or caged birds), not to exceed two pets which can regularly leave the Lot, subject to the rules and regulations adopted by the Board of Directors. Such pets or animals shall not be kept or maintained for commercial purposes or for breeding. Any pet or animal causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon fourteen days written notice from the Board of Directors. Animals shall not be permitted upon the Common Area except for orderly domestic pets accompanied by someone who can control the animal and unless carried, leashed, or under other positive control. Animal droppings shall be cleaned up by the Owner responsible for the animal being on the Property. If an animal's owner fails to clean up after his or her pet or fails to comply with leash laws or the requirements of the Vint Hill Governing Documents, the Association's Declaration, Bylaws, or Rules and Regulations, the animal in question

may be permanently removed from the Property upon fourteen days written notice from the Board of Directors and charges may be levied against the responsible party as allowed by law. Any Owner who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Property. All animals shall be registered and inoculated as required by law. The appropriate governmental authorities shall have an easement and right of access across the Property to enforce local animal control laws and ordinances.

6.08 Garages. No garage shall be utilized for other than the purpose of parking and storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. No garage may be converted into or used for living space.

6.09 Air and Water Pollution. No use of any Lot will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto to be established by the Architectural Committee, and approved by the Board of Directors which standards shall at a minimum meet the requirements of Federal and State law and any regulations thereunder applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property, or any part thereof, in violation of any regulations of any private or public body having jurisdiction. No person shall dump garbage, trash or other refuse into any waterway on the Property.

6.10 Leases. No Owner of a Lot or Dwelling Unit shall lease to another any such Lot or part thereof or any such Dwelling Unit unless such lease shall be in writing for an initial term of not less than six (6) months and shall expressly provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation, Bylaws and rules and regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under such lease. Board shall be provided with copies of leases on request.

6.11 Landscaping. The land area not occupied by Structures, hard-surfacing, vehicular driveways or pedestrian paths, shall be kept planted with grass, trees or shrubs or other ground covering or landscaping in conformance with the standards set by the Architectural Committee and approved by the Board of Directors. Such standards will take into consideration the need for providing effective site development to:

- (a) enhance the site and building,
- (b) screen undesirable areas or views,
- (c) establish acceptable relationships between buildings and adjacent properties, and
- (d) control drainage and erosion.

As required by the Architectural Committee, existing trees shall be retained, buffer areas maintained and the natural contour of the land respected. The Architectural Committee reserves the right to require special treatment of slopes, construction of walls and wells, and use of stone fills to preserve trees that cannot otherwise be saved. Notwithstanding the foregoing, any clearing, grading or

other development work performed pursuant to any final site development plan by the Declarant and approved by all appropriate governmental authorities for Declarant or for any Participating Builder shall not be subject to the review or approval of the Architectural Committee.

6.12 Maintenance of Premises and Improvements. Each Owner or Resident shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include, but not be limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management with the exception of those Lots on which the Association may provide maintenance of landscaping. All Owners of Lots on which stormwater management or storm drainage easements exist must keep such area free of debris, landscaping or fences so *as* not to impede drainage. The Owner or Resident shall comply with all laws, ordinances and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of trash and rubbish from his premises in a manner to be approved by the Architectural Committee. The Board of Directors may, but is not obligated to, maintain certain exterior portions of the Lots as a common expense or as a service for which the Owner may be charged a Service Assessment. Such maintenance may, but will not necessarily, include snow removal from driveways and walks, exterior painting, lawn mowing, leaf removal, gutter cleaning, trimming and pruning.

6.13 Enforcement of Maintenance. The Architectural Committee, or its agent, during normal business hours, shall have the right (after 10 days' notice, by regular or certified mail or posted on door with a witness, to the Owner or Resident of any Lot involved, setting forth the maintenance action to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner or Resident) to do any and all maintenance work reasonably necessary in the written opinion of the Architectural Committee, to keep such Lot, whether unimproved, improved or vacant, in neat and good order, such cost and expense to be paid to the Association upon demand and collected in accordance with Article IV of this Declaration. The Architectural Committee, or its agent, shall further have the right (upon like notice and conditions) to trim or prune, at the expense of the Owner or Resident, any hedge, tree or any other planting that, in the written opinion of the Architectural Committee, by reasons of its location on the Lot, or the height to or the manner in which it is permitted to grow, is detrimental to the adjoining Lots contrary to the rules and regulations of the Architectural Committee or is unattractive in appearance. The lien provided under this Section shall not be valid against a *bona fide* purchaser (or *bona fide* mortgagee) of the Lot in question unless a suit to enforce such lien shall have been filed in the court of record and notice thereof shall have been filed in the appropriate records of Fauquier County, Virginia prior to the recordation among the records of Fauquier County, Virginia of the deed (or mortgage or deed of trust) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage or deed of trust).

6.14 Maintenance During Construction. During construction it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

6.15 Land Development Activity. The foregoing provisions of Article VI shall not be applicable to Land Development Activity. Without limiting the generality of the foregoing exclusion, the Declarant and Participating Builders shall have the right to carry on the following activities in connection with Land Development and construction and sale of Dwelling Units:

(a) to construct, install, operate and/or maintain on the Property one or more construction or management control offices in Dwelling Units, field office trailers or other temporary facilities; and

(b) to construct, install, operate and/or maintain one or more model homes (or Dwelling Units) and sales offices on the Property. Such models and offices may be owned or leased by the Declarant or by any Person designated by the Declarant. Land Development and sales activity shall in all events be subject to the local zoning ordinances, and all other applicable laws, rules and regulations of governmental authorities.

6.16 Flags. The Board of Directors is authorized and reserves the right to regulate the type of flags which may be displayed on the property, including the right to prohibit the display of flags on the Property or the right to require the removal of flags that the Board of Directors deems inappropriate in its sole discretion. The Board of Directors is also authorized to regulate, restrict or prohibit the erection and placement of flag poles on the Property and reserves the right to do so in its sole discretion.

Article VII – Annexations

7.01 Additions by the Declarant. The Declarant hereby reserves the right (but not the obligation) at any time within the Development Period to submit, by recordation of a supplemental declaration, or make subject to incorporation by reference in any deed of conveyance or annex to this Declaration any additional adjacent land. Other lots or property in the vicinity of the Property may be annexed to the Property, if such additional lots or property does not increase the acreage of the Property by more than ten percent (10%) of the total. Action under this Section shall not require the prior approval of the Class A Members or their Mortgagees. Any such land subjected to this Declaration shall be subject in all respects to each and every provision of this Declaration as well as any additional terms and provisions at the Declarant's discretion.

7.02 Additions by the Members. Additional lands not described in Section 7.01 may be subjected, annexed or submitted to this Declaration with the written consent of (i) 66 2/3% of the Class A Members, and (ii) during the Development Period of the Class B Member. Action under this Section may require the approval of secondary mortgage agencies so long as there is a Class B Member.

7.03 Withdrawable Real Estate. During the Development Period, the Declarant has the unilateral right, without the consent of the Association, any Owner or Mortgagee, to execute and record an amendment to the Declaration withdrawing any portion of the Property which the Declarant owns from the operation of this Declaration.

Article VIII – Easements

8.01 **Conservancy Easement.** The Declarant reserves the right to all of the easements established for the benefit of the Declarant in the Conservancy Governing Documents with respect to the Property.

8.02 **Blanket Easement.** An easement is hereby retained in favor of the Association over the Lots and any Common Area for the installation of landscaping or construction of signage, a common cable television system, a common sprinkler, or any other item installed for the common enjoyment and/or benefit of the Owners (including, without limitation, electricity, gas and telephone equipment). An easement is further granted for the purpose of the repair and maintenance of any of the foregoing items so constructed. Any entry upon any Lot or any area owned or to be owned by the Association to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association harmless from the cost of repairing or replacing any portion damaged or destroyed by such owner, his family, his guests or invitees.

8.03 **Association Easement.** The Board of Directors of the Association shall have the right to grant easements, rights-of-way, licenses and similar interests over any part of the Common Area for any lawful purpose which the Board determines; in its sole discretion, to be in the best interests of the Association. Further, the rights reserved unto the Declarant as set forth in Section 8.01 shall pass to the Board of Directors of the Association upon the expiration of the Development Period. The Association, the managing agent and any other Persons authorized by the Board of Directors, are hereby granted the right of access over and through any portion of the Property (excluding any dwelling), in the exercise and discharge of their respective powers and responsibilities, including without limitation to make inspections, correct any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area, correct drainage, perform installations or upkeep of utilities, landscaping or other improvements located on the Property for which the Association is responsible for Upkeep, or correct any condition which violates the Association Documents. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with the Association Documents for which such Owner is responsible.

Article IX — Two Party Fences

No fence (or any other barrier) may be erected on the property line between two Lots. In the event any Lots have fences separating the Lots, any such fence shall be constructed completely on the Lot owned by the person entitled to construct a fence thereon. All fences must be constructed no less than two (2) inches from the property line in order to allow the maintenance of the fence without encroaching on the neighboring Lot. For the purposes of this provision, the term fence includes any form of barrier, including, vegetative barriers.

Article X – Mortgages

10.01 **Consent by Lenders.** Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of not less than two-thirds (2/3) in number of the First Mortgagees on the Lots:

- (a) abandon or terminate this Declaration; or
- (b) make any material amendments to the Declaration; or
- (c) modify or amend any substantive provision of this Declaration, or of the Bylaws or of the Articles of Incorporation of the Association; or
- (d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or
- (e) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in the Declaration; or
- (f) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design, the exterior appearances, and exterior maintenance of buildings or structures on the Lots or the maintenance of the Common Areas; or
- (g) fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or
- (h) use hazard insurance proceeds for losses to any Community Facility or property for other than the repair, replacement or reconstruction of such Common Areas or property; or

10.02 Notices to Mortgagees, etc. Provided that such First Mortgagee has notified the Association in writing of the existence of its mortgage, the Association shall promptly notify the First Mortgagee on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the First Mortgagee on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following, the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

Any First Mortgagees of any Lot may pay any taxes, utility charges or other charge levied against any of the Common Areas which are in default and which may or have become a charge or lien against any of the Common Areas and any such First Mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the Common Areas. Any First Mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

10.03 Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the First Mortgagees of record on the Lots. No provision of the Declarations or the Articles of Incorporation or these Bylaws of the Association shall entitle any Member to any priority over the First Mortgagee of record on his Lot with respect to the distribution to such Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas.

10.04 Condemnation or Eminent Domain. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the First Mortgagees of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member to any priority over the First Mortgagee of record on his Lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas.

10.05 FHA-VA Approvals. Provided that there are then Class B memberships of the Association outstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent or approval of the Federal Housing Administration or the Veterans Administration, should any Lot be encumbered by a deed of trust guaranteed by the VA or FHA, as the circumstances may require:

- (a) make any annexation or additions of additional Property;
- (b) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas directly or indirectly owned by the Association; provided, however, that the conveying of Common Area for purposes of boundary line adjustment or the granting of rights-of way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas by the Members of the Association shall not be considered a transfer within the meaning of this Section, or
- (c) abandon or terminate this Declaration: or
- (d) modify or amend any material provisions of this Declaration, the Bylaws or the Articles of Incorporation of the Association; or
- (e) merge or consolidate the Association with any other entity with the exception that the Association may transfer the Association Assets to the Vint Hill Conservancy.

10.06 Presumptive Approval. Notwithstanding the foregoing, all notices and rights of Mortgagees shall pertain only to those Mortgagees who are listed with the Association. Each Owner must notify the Association of his Mortgagee's name and address. If any notice is given or consent requested pursuant to this Article X and the Mortgagee does not respond within thirty (30) days of such notice, then such Mortgagee shall be deemed to have approved such notice or requested consent.

Article XI - Insurance and Casualty Losses

11.01 Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. The Board shall also obtain a public liability policy covering the Common Areas, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and if reasonably available, directors' and officers' liability insurance, and fidelity bond coverage. All such insurance shall be in compliance with, and to the extent

reasonably available, identical to the insurance requirements described in the Conservancy Governing Documents.

Cost of insurance coverage obtained for the Common Areas shall be included in the Annual General Assessment, as defined in Article IV, Section 4.02.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties.

Article XII – Condemnation

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on its behalf or on the written direction of all Owners subject to the taking, if any,) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy five percent (75%) of the Class A Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association.

Article XIII - Common Driveways

13.01 Definition and Restrictions.

(a) Common or Pipestem Driveways are access ways shown on the subdivision plats for the Property which are used exclusively for the purpose of ingress and egress to certain Lots and for governmental and other emergency vehicle ingress and egress, and for construction and maintenance of utilities.

(b) No act shall be performed by any Owner, their tenants, guests or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other authorized owner in and to the Common Driveway of a Lot.

(c) There shall be no parking within Common Driveways at any time except for delivery and/or emergency vehicles, unless the Board of Directors by resolution, determines otherwise upon petition of an Owner of an affected Lot.

13.02 Maintenance, Damage or Destruction. In the event that any Common Driveway is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(a) Through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) it shall be the obligation of the Association to rebuild and repair the Common Driveway and charge the Owner responsible for the expense.

(b) Other than by the act of an Owner, his agents, guests or family, it shall be the obligation of the Association to maintain, rebuild and repair the Common Driveways and charge the Owners of the Lots utilizing the Common Driveways for the expense.

Article XIV- Amendment

14.01 **General Amendments.** Subject to the other limitations set forth in this Declaration, the Declaration may be amended by an instrument approved at a duly convened meeting by not less than two-thirds of all Owners eligible to vote. The amendment instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording; provided, however, that no amendment shall be effective unless it is executed by at least one Class A member, should there be any Class A members.

14.02 **Declarant Amendments.** Notwithstanding anything to the contrary herein contained, the Declarant reserves the right to amend this Declaration during the Development Period without the consent of any Owners, or any other persons claiming an interest in the Property or the Association if such amendment is necessary to (i) bring this Declaration into compliance with any rule, regulation or requirement of the Federal Housing Administration, The Federal National Mortgage Association, The Federal Home Loan Mortgage Corporation, or local governments; (ii) make corrective changes; (iii) reflect the relocation of boundary lines between the Common Area and any Lots or among any Lots, provided however that an approved resubdivision of the affected property is properly recorded; (iv) add all or any portion of adjacent land.

Article XV — Occupancy of Lots

15.01 **GENERAL.** THE LOTS WITHIN THE ASSOCIATION ARE INTENDED FOR THE HOUSING OF PERSONS 55 YEARS OF AGE OR OLDER. THE PROVISIONS OF THIS ARTICLE ARE INTENDED TO BE CONSISTENT WITH, AND ARE SET FORTH IN ORDER TO COMPLY WITH THE FAIR HOUSING AMENDMENTS ACT, 42 U.S.C. §3601 ET SEQ. (2188), AS AMENDED (THE "ACT"), AND THE EXEMPTION THEREFROM PROVIDED BY THE HOUSING FOR OLDER PERSONS ACT OF 2195, 42 U.S.C. §3607(B)(2)(C) (2195) ("HOPA") REGARDING DISCRIMINATION BASED ON FAMILIAL STATUS. THE DECLARANT OR THE ASSOCIATION, ACTING THROUGH ITS BOARD, SHALL HAVE THE POWER TO AMEND THIS ARTICLE, WITHOUT THE CONSENT OF THE MEMBERS OR ANY PERSON EXCEPT DECLARANT, FOR THE PURPOSE OF MAKING THIS ARTICLE CONSISTENT WITH THE ACT AND HOPA, AS EITHER MAY BE AMENDED, THE REGULATIONS ADOPTED PURSUANT THERETO, AND ANY JUDICIAL DECISIONS ARISING THEREUNDER OR OTHERWISE RELATING THERETO, IN ORDER TO MAINTAIN THE INTENT AND ENFORCEABILITY OF THIS ARTICLE.

15.02 **RESTRICTIONS ON OCCUPANCY.**

(a) EACH OCCUPIED LOT WITHIN THE PROPERTIES SHALL AT ALL TIMES HAVE AS A PERMANENT OCCUPANT THEREIN AT LEAST ONE PERSON WHO IS 55 YEARS OF AGE OR OLDER (THE "QUALIFYING OCCUPANT"); PROVIDED, IN THE EVENT OF THE DEATH OF A PERSON WHO WAS THE SOLE QUALIFYING OCCUPANT OF A LOT, THE

SPOUSE OF SUCH QUALIFYING OCCUPANT MAY CONTINUE TO OCCUPY THE LOT AS LONG AS THE PROVISIONS OF THE ACT, HOPA AND THE REGULATIONS ADOPTED THEREUNDER ARE NOT VIOLATED BY SUCH OCCUPANCY. FOR PURPOSES OF THIS SECTION, AN OCCUPANT SHALL NOT BE CONSIDERED A "PERMANENT OCCUPANT" UNLESS SUCH OCCUPANT CONSIDERS THE LOT TO BE HIS OR HER LEGAL RESIDENCE AND ACTUALLY RESIDES IN THE LOT FOR AT LEAST SIX (6) MONTHS DURING EVERY CALENDAR YEAR.

(b) NO LOT SHALL BE OCCUPIED BY ANY PERSON UNDER THE AGE OF 18. FOR PURPOSES OF THIS SECTION, A LOT SHALL BE DEEMED TO BE "OCCUPIED" BY ANY PERSON WHO STAYS OVERNIGHT IN THE LOT FOR MORE THAN TWENTY-ONE (21) DAYS IN ANY SIXTY (60) DAY PERIOD OR FOR MORE THAN THIRTY (30) DAYS IN ANY TWELVE (12) MONTH PERIOD.

(c) NOTHING IN THIS ARTICLE IS INTENDED TO RESTRICT THE OWNERSHIP OF OR TRANSFER OF TITLE TO ANY LOT; PROVIDED, NO OWNER MAY OCCUPY THE LOT UNLESS THE REQUIREMENTS OF THIS ARTICLE ARE MET NOR SHALL ANY OWNER PERMIT OCCUPANCY OF THE LOT IN VIOLATION OF THIS ARTICLE. LOT OWNERS SHALL BE RESPONSIBLE FOR INCLUDING THE STATEMENT THAT THE LOTS WITHIN THE ASSOCIATION ARE INTENDED FOR THE HOUSING OF PERSONS 55 YEARS OF AGE OR OLDER, AS SET FORTH IN SECTION 15.01 OF THIS ARTICLE, IN CONSPICUOUS TYPE IN ANY LEASE OR OTHER OCCUPANCY AGREEMENT OR CONTRACT OF SALE RELATING TO SUCH OWNER'S LOT, WHICH AGREEMENTS OR CONTRACTS SHALL BE IN WRITING AND SIGNED BY THE TENANT OR PURCHASER, AND FOR CLEARLY DISCLOSING SUCH INTENT TO ANY PROSPECTIVE TENANT, PURCHASER OR OTHER POTENTIAL OCCUPANT OF THE LOT. EVERY LEASE OF A LOT SHALL PROVIDE THAT FAILURE TO COMPLY WITH THE REQUIREMENTS AND RESTRICTIONS OF THIS ARTICLE SHALL CONSTITUTE A DEFAULT UNDER THE LEASE.

(d) ANY OWNER MAY REQUEST IN WRITING THAT THE BOARD OF DIRECTORS MAKE AN EXCEPTION TO THE REQUIREMENTS OF THIS SECTION WITH RESPECT TO HIS OR HER LOT FOR GOOD CAUSE SHOWN IN THE CASE OF AN EXTREME HARDSHIP. THE BOARD OF DIRECTORS MAY, BUT SHALL NOT BE OBLIGATED TO, GRANT EXCEPTIONS IN ITS SOLE DISCRETION, PROVIDED THAT THE REQUIREMENTS FOR EXEMPTION FROM THE ACT AND HOPA WOULD STILL BE MET. THE BOARD OF DIRECTORS IS NOT AUTHORIZED TO GRANT ANY EXCEPTION THAT WOULD IN ANY WAY JEOPARDIZE THE ASSOCIATION'S EXEMPTION FROM THE ACT AND COMPLIANCE WITH HOPA.

15.03 CHANGE IN OCCUPANCY; NOTIFICATION. IN THE EVENT OF ANY CHANGE IN OCCUPANCY OF ANY LOT, AS A RESULT OF A TRANSFER OF TITLE, A LEASE OR SUBLEASE, A BIRTH OR DEATH, CHANGE IN MARITAL STATUS, VACANCY, CHANGE IN LOCATION OF PERMANENT RESIDENCE, OR OTHERWISE, THE OWNER OF THE LOT SHALL IMMEDIATELY NOTIFY THE BOARD IN WRITING AND PROVIDE TO THE BOARD THE NAMES AND AGES OF ALL CURRENT OCCUPANTS OF THE LOT AND SUCH OTHER INFORMATION AS THE BOARD MAY REASONABLY REQUIRE TO VERIFY THE AGE OF EACH OCCUPANT. IN THE EVENT THAT AN OWNER FAILS TO NOTIFY THE BOARD AND PROVIDE ALL REQUIRED INFORMATION WITHIN TEN (10) DAYS AFTER A CHANGE IN OCCUPANCY OCCURS, THE ASSOCIATION SHALL BE AUTHORIZED TO

LEVY MONETARY CHARGES AGAINST THE OWNER AND THE LOT FOR EACH DAY AFTER THE CHANGE IN OCCUPANCY OCCURS UNTIL THE ASSOCIATION RECEIVES THE REQUIRED NOTICE AND INFORMATION, REGARDLESS OF WHETHER THE OCCUPANTS CONTINUE TO MEET THE REQUIREMENTS OF THIS ARTICLE, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO THE ASSOCIATION UNDER THIS DECLARATION AND ALL APPLICABLE REMEDIES AT LAW OR EQUITY.

15.04 MONITORING COMPLIANCE; APPOINTMENT OF ATTORNEY-IN-FACT.

(a) The Association shall be responsible for maintaining age records on all occupants of Lots. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Article, including policies regarding visitors, updating of age records, the granting of exemptions pursuant to Section 15.02 (d) of this Article, and enforcement. The Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their tenants and Mortgagees upon reasonable request.

(b) The Association shall have the power and authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of Lots, requiring copies of birth certificates or other proof of age for each occupant of the Lot to be provided to the Board on a periodic basis, and taking action to evict the occupants of any Lot which does not comply with the requirements and restrictions of this Article. EACH OWNER HEREBY APPOINTS THE-BOARD OF DIRECTORS AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Lot which in the judgment of the Board are reasonably necessary to monitor compliance with this Article.

(c) Each Owner shall be responsible for ensuring compliance of his or her Lot with the requirements and restrictions of this Article and the rules of the Association adopted hereunder by itself and by his or her and other occupants of his or her Lot. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT, AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES AND CAUSES OF ACTION WHICH MAY ARISE FROM FAILURE OF SUCH OWNER'S LOT TO SO COMPLY.

Article XVI- General Provisions

16.01 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 amended or terminated as provided in this Article.

16.02 Enforcement. The Association, or any Owner, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions of this Section shall be in addition to and not in limitation of any rights or remedies provided in other Sections of this Declaration.

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

16.04 Construction. The Board of Directors shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

16.05 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

16.06 Headings. The headings of the Articles and Sections of this Declaration are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

16.07 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

16.08 Termination. Termination of the Association shall be according to the provisions of the Articles of Incorporation.

16.09 Conservancy. In the event any terms, provisions, covenants or obligations contained herein conflict with the Conservancy Governing Documents, then the terms, provisions, covenants and obligations of the Conservancy Governing Documents shall supersede the conflicting terms of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument on the 22nd day of , 2002.

VINT HILL FARMS ECONOMIC DEVELOPMENT
AUTHORITY, a political subdivision of the
Commonwealth of Virginia

By:
Name:
Title:

STATE, OF VIRGINIA
CITY/COUNTY OF FAUQUIER : to-wit:

The foregoing instrument was acknowledged before me this 22nd of May 2002, by of the Vint Hill Farms Economic Development Authority, a political subdivision of the Commonwealth of Virginia.

NOTARY PUBLIC

My commission expires: _____

Exhibit A
Legal Description

Landbay G

Beginning at the southeast corner of the property herein described, said corner being a point in the northerly variable width right-of-way of Rogues Road, Route 602, and a corner to N/F Randall P. and Julia E. Leonard;

Thence departing said N/F Leonard and running with said Rogues Road the following courses and distances:

S 59°18'09"W 315.57 feet to a point;

381.09 feet along the arc of a curve to the left, said curve having a radius of 1456.45 feet, a central angle of 14°59'30" and a chord which bears S 59°18'09"W 380.00 feet to a point;

S 59°18'09"W 355.98 feet to a point;

363.59 feet along the arc of a curve to the right, said curve having a radius of 1407.59 feet, a central angle of 14°48'00" and a chord which bears S 66°42'09"W 362.58 feet to a point;

and S 74°06'09"W 42.31 feet to a point, a corner to Landbay H, Vint Hill;

Thence departing said Rouge Road and running with said Landbay H, the following courses and distances:

N 15°53'51"W 86.97 feet to a point;

48.07 feet along the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of 15°44'16" and a chord which bears N 23°45'59"W 47.92 feet to a point;

N 31°38'07"W 148.27 feet to a point;

54.98 feet along the arc of a curve to the left, said curve having a radius of 35.00 feet, a central angle of 90°00'00" and a chord which bears N 76°38'07"W 49.50 feet to a point;

N 31°38'07"W 50.00 feet to a point;

54.98 feet along the arc of a curve to the left, said curve having a radius of 35.00 feet, a central angle of 90°00'00" and a chord which bears N 13°21'53"E 49.50 feet to a point;

N 58°21'53"E 50.00 feet to a point;

N 31°38'07"W 169.36 feet to a point;

N 37°21'06"E 541.03 feet to a point

and N 23°28'51"W 489.64 feet to a point in the line of Landbay F, Vint Hill;

Thence departing said Landbay H and running with said Landbay F, N 71 °50'48"E 1270.59 feet to a point in the line of the aforementioned N/F Leonard;

Thence departing said Landbay F and running with said N/F Leonard, S 08°35'06"E 1122.12 feet to the point of beginning and containing 38.72985; more or less.

**VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT
FOR THE COUNTY OF FAUQUIER, MAY 31, 2002
This instrument was this day received in said Office and
with certificate admitted to record at 1:41 p.m.
TESTE: _____, CLERK**

Vint Hill\Manor\Vint Hill Age Restricted Declaration Clean Copy

VINT HILL MANOR HOMEOWNERS ASSOCIATION DESIGN STANDARDS

OBJECTIVES

The objective of this document is to guide and assist members of the Architectural Committee (the Committee), the Conservancy staff and homeowners in maintaining and enhancing Vint Hill's carefully designed environment. The Design Standards address improvements for which homeowners most commonly submit applications to the Architectural Committee. They are not intended to be all-inclusive or exclusive. The specific objectives of these Design Standards are:

1. To increase homeowner's awareness and understanding of the Covenants from which authority is granted for creating rules and use restrictions.
2. To illustrate design standards which will assist the Architectural Committee, Conservancy staff and homeowners to develop exterior alterations and improvements that are in harmony with the immediate neighborhood and community as a whole.
3. To assist homeowners in preparing an acceptable application to the Architectural committee.
4. To relate exterior improvements to Vint Hill open space.

AUTHORITY

The authority and responsibility for maintaining the quality and design in Vint Hill is founded in the Declaration that is a part of the deed to every lot in Vint Hill. The intent of Covenant enforcement is to assure homeowners that the standards of design quality will be maintained consistently throughout the community. This, in turn, protects property values and enhances the overall community environment.

The Architectural Committee performs its task of ensuring aesthetic quality of the community and environs by establishing and monitoring the review process, thus assuring that proposed exterior alterations comply with the objectives set forth in the Covenants. This involves regular and systematic review of all applications for exterior alterations submitted by homeowners.

NEW CONSTRUCTION, REPLACEMENTS AND IMPROVEMENTS

These Design Standards apply not only to improvements contemplated by a homeowner to an existing home or lot; but also to an unimproved or vacant lot owned by an owner or entity, other than a builder under contract to the Developer or Declarant.[Builders under contract to the Developer or Declarant are exempt, however no improvements made by these entities may be in conflict with these Design standards.] For example, if a homeowner purchases an adjoining or other lot, any improvements on that lot must be approved by the Architectural Committee.

New construction or replacement of homes or portions thereof must be of a comparable size, style and architecture as the adjacent homes; must use comparable construction materials as the adjacent homes; and must meet current Association Design Standards.

CHANGES WHICH MUST HAVE ARCHITECTURAL AND REVIEW COMMITTEE APPROVAL

Article V, Section 5.03 of the Declaration explicitly states that all exterior alterations require the approval of the Architectural Committee.

“Except for such Structures as may be constructed by the Declarant or Structures constructed by a Participating Builder which have first been approved by the Declarant, no Structure of any kind whatsoever shall be commenced, erected, placed, moved onto or permitted on any Lot, nor shall any existing Structure upon any Lot be removed or altered in any way which materially changes the exterior appearance thereof (including change of exterior color) until plans and specifications shall have been submitted to and approved in writing by the Architectural Committee...

This paragraph explicitly states that any change, permanent or temporary, to the exterior appearance of one’s property must be approved by the Architectural Committee. It is important to understand that Architectural Committee approval is not limited to major alterations, such as adding a room or deck to a house, but included such items as changes in exterior color and materials, etc. Approval is also required when an existing item is removed.

Each application is reviewed on an individual basis. There are no “automatic” approvals, unless provided for specifically in these design standards. For example, a homeowner who wished to construct a deck identical to one already approved by the Architectural Committee is still required to submit an application, and be approved prior to the start of construction.

CLUSTER DESIGN STANDARDS

Individual clusters may develop their own “Design Standards” for exterior alterations within specific neighborhood settings. They also may submit a suggested revision or additional restrictive Standard for the Board’s consideration. Cluster Design Standards can be more specific than those described in this manual, but must not conflict.

Cluster Design Standards can be useful, particularly in establishing small scale design continuity. Cluster Design Standards must be approved by an active Cluster governing body as defined by the Bylaws and shall be submitted to, approved by, and on file with the Architectural Committee and Board of Directors in order to be considered part of the Vint Hill Review process. Compliance to these Design Standards assures the cluster homeowners consideration equal to those adhering to the Design Standards contained in this document.

ARCHITECTURAL COMMITTEE OVERALL REVIEW CRITERIA

The Architectural Committee evaluates all submissions on the individual merits of the application; including the consideration of the characteristics of the housing type and the individual site; since what may be an acceptable design in one specific instance may not be for another.

Design decisions made by the Architectural Committee in reviewing applications are not based on any individual's personal opinion or taste. Judgments of acceptable design are based on the following criteria which represent in more specific terms the general standards of the protective Covenants:

1. Relation to the Vint Hill Community Open Space -- Fencing, in particular, can have damaging effects on open space. Other factors, such as removal of trees, disruption of the natural topography and changes in rate or direction of storm water runoff, also adversely affect Vint Hill's open space.
2. Validity of Concept -- The basic idea must be sound and appropriate to its surroundings.
3. Design Compatibility -- The proposed improvements must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.
4. Location and Impact on Neighbors -- The proposed alteration should relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are access, view, sunlight, ventilation, and drainage. For example, fences may obstruct views, breezes, air flow or access to neighboring property; decks or larger additions may cause unwanted shadows on adjacent patios or infringe on a neighbor's privacy and view. As another example, an inappropriate "clutter" of lawn equipment, or an "ill-planned" landscape scheme may also affect existing neighbors.
5. Scale -- The size (in three dimensions) of the proposed alteration should relate well to adjacent structures and its surroundings. For example, a large addition to a small house may be inappropriate.
6. Color -- Color may be used to soften or intensify visual impact. Parts of an addition that are similar in design to an existing house, such as roofs and trim should match in color and composition.
7. Materials -- Continuity is established by use of the same or compatible materials as were used in the original house. The options may be limited somewhat by the design and materials of the original house. For instance, vertical wood siding on the original house should be retained in an addition. On the other hand, an addition with wood siding may or may not be compatible with a brick house.
8. Workmanship -- Workmanship is another standard which is applied to all exterior alterations. The quality of work should be equal to, or better than, that of the surrounding area. Poor practices, besides causing the owner problems, can be visually objectionable.
9. Timing -- Projects that remain uncompleted for long periods of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must include estimated completion dates. If such time period is considered unreasonable, the Architectural Committee may disapprove the application. Typically, projects must be commenced within six months of an approval; and completed within one year.

AMENDMENTS TO THE DESIGN STANDARDS

These Design Standards will be reviewed and may be amended from time to time. It is anticipated that changes will involve clarification rather than substantive modification of the existing Design Standards. They may also be amended to reflect changed conditions or technology. Amendment proceedings may involve public discussions and review by the Cluster governing bodies, if any, and shall be adopted as were the original Design Standards by the Board of Directors.

REVIEW PROCEDURES

Each application will be reviewed for complete information by the Architectural Committee. After Architectural Committee review and action, a letter of Architectural Committee decision will be mailed to each applicant at the address provided on the application. Letters of approval will be sent by first class mail; while letters of denial or those with stipulations will be sent by certified mail. Letters of denial will reference specific reasons for the denial and are always subject to appeal.

APPEALS PROCEDURE

An appeals procedure exists for those affected by an Architectural Committee decision who feel that:

1. Proper procedures were not followed during the administration and review process.
2. The applicant and any other affected homeowner attending the meeting were not given a fair hearing.
3. The Architectural Committee was arbitrary, or did not have a rational basis for a decision.

To initiate the appeal procedure, applicants must submit a written request for an appeal within 15 days of receiving the Architectural Committee decision. The written request must be delivered to the Vint Hill Conservancy c/o Vint Hill Economic Development Authority, P.O. Box 861617, Warrenton, VA 20187-1617. Other affected homeowners or neighbors must submit written notice within fifteen (15) days after the Architectural Committee rendered its decision. The Board of Directors will review those cases and shall conduct a hearing within 30 days of the receipt of an appeal.

INITIAL CONSTRUCTION GUIDELINES

1. Vint Hill Conservancy (“Conservancy”), acting through its Board of Directors, has adopted the following Construction Guidelines (“Guidelines”). These Guidelines may be amended from time to time by resolution of the Board of Directors.
2. Wherever in these Guidelines reference is made to “owners”, such terms shall apply to the owner of any lot, to such owner’s tenants whether or not in occupancy, and such owners’ (or tenant’s) employees, agents, visitors, guests, invitees, contractors or licensees. Wherever in these Guidelines reference is made to the Conservancy, such reference shall include the Conservancy and the managing agent when the managing agent is acting on

behalf of the Conservancy. Wherever in these Guidelines reference is made to a contractor, such reference shall include a general contractor or subcontractor.

3. The Conservancy reserves the right to alter, amend, modify, repeal or revoke these regulations and any consent or approval given hereunder at any time by resolution of the Conservancy or the Board of Directors; provided, however, that such change shall not be retroactive.
4. All construction in Vint Hill shall conform to the following Guidelines.
5. An owner shall notify the Conservancy at least twenty-four hours prior to commencement of construction on a lot within Vint Hill.
6. The owner shall post a building permit on the job site prior to commencement of construction.
7. The owner and contractor shall meet with the Covenants Committee for the Conservancy prior to commencement of construction for complete orientation of construction policies and procedures.

TEMPORARY FACILITIES AND ENGINEERING

8. The Conservancy will designate a site for use by the contractor for field offices, staging areas, vehicle parking and other site facilities needed by the contractor. No signage and no other locations may be used for these purposes without the prior written consent of the Covenants Committee.
9. The contractor shall obtain all water necessary for work to be performed on a lot or within the common area at the contractor's sole expense. No owner or contractor shall dig wells or tap streams, rivers or other water sources.
10. An owner or contractor, at such owner or contractor's expense, shall provide all temporary connections and local distribution for electrical power, light and telephones.
11. An owner or contractor, at such owner or contractors' expense, shall install and provide all portable sanitary facilities. Such sanitary facilities must be self-contained, approved by the appropriate governmental health agencies and comply with all applicable governmental health regulations.

UTILITIES

12. An owner or a contractor shall take all necessary precautions to protect all existing utilities, services, roads, curbs, and gutters in the vicinity of the lot on which work is being performed.
13. Prior to any excavation or clearing, the contractor shall establish contact with all concerned utility companies to locate all underground utilities.

14. The owner or contractor shall notify the Conservancy of any proposed connections to existing utilities, drainage, irrigation lines, existing pavement and any other common area facilities that are in existence prior to the tap or connection being made. The owner or contractor must obtain the approval of the Covenants Committee prior to any emergency use of existing utilities or irrigation lines or other common area facilities at least twenty-four hours prior to use. Emergency use of the common area facilities will be at the expense of the owner or contractor. The Conservancy's approval shall be required for any contractor or subcontractor that is to perform work on any common area facility system.
15. All driveway curb cuts and median breaks must be coordinated with and are subject to the approval of the Covenants Committee so as to protect against damage to any Common Area irrigation, utilities or underground power systems. Any damage caused by this construction must be repaired and completed as soon as possible after approval from the Conservancy. All costs for this work will be paid by the owner or contractor.

PARKING AND TRAFFIC CONTROL

16. The contractor shall utilize only ingress and egress points and access routes approved by the Covenants Committee. The contractor shall confine all vehicles to roadways approved for such traffic.
17. The contractor shall use only haulage roads designated by the Covenants Committee, if new haulage roads are required in connection with the contractor's work, the contractor shall, subject to the approval of the Covenants Committee, build such temporary roads at its sole expense.
18. The contractor shall ascertain the weight limits of all on-site roads and shall not use the roads to move any equipment or vehicles or carry any loads in excess of these limits. The owner and contractor must comply with all state agency standards and requirements for all roads once accepted by such agency into the state road system. If any damage occurs to existing or newly constructed permanent hard surface roads as a result of contractor's use of such roads, contractor shall immediately repair such damage at its sole expense to the complete satisfaction of the Covenants Committee.

SIGNS

19. All signage, whether temporary or permanent, including without limitation signs advertising the general contractor, subcontractor, source of financing, real estate sales or leasing must be reviewed and shall comply with the Comprehensive Site Signage Design Standards approved by Fauquier County for use on Vint Hill and be approved by the Covenants Committee prior to installation. Erection of certain types of signs also requires a permit from the Fauquier County Zoning Office. Written sign design approval from the Association should be submitted with the county application.

ENVIRONMENTAL PROTECTION

20. The owner or contractor shall install erosion control measures, which shall protect the existing storm drainage system and shall submit an erosion control plan to the Covenants Committee prior to commencing construction.
21. A contractor shall confine work to the areas specified in drawings and specifications approved by the Covenants Committee and shall protect all trees, shrubbery and foliage unless removal is authorized in the plans approved by the Covenants Committee.
22. Trees to be saved will be marked with yellow ribbon; clearing limits will be flagged in white. Any yellow-ribboned trees or shrubs appearing within the white-marked clearing limits shall not be removed. Trees that are intended to be saved must be protected from damage by installing a 4' orange plastic fence, fastened on sturdy wooden posts, at the drip line of the tree. This fence must be monitored daily to ascertain that it has not been disturbed. If disturbed the fence must be immediately reinstalled.
23. If trees or shrubs which are within the clearing limits are removed or damaged, the owner or contractor shall, at the Covenants Committee option, (i) replace the tree or shrub with a tree or shrub of similar quality and size; or (ii) pay damages to the Covenants Committee for the full value of the item damaged as appraised by a qualified landscape nursery selected by the Covenants Committee.

SITE MAINTENANCE AND CLEAN-UP

24. The owner or contractor shall protect all adjacent areas and secure areas where work is being performed.
25. The owner or contractor shall protect and clean up grounds, walkways, parking lots and construction area access, if necessary, on a daily basis. The owner or contractor shall install and use wash racks, prior to Street access areas where required by the Covenants Committee. Street sweeping on all streets within the construction area, will be performed on a weekly basis during the excavation, site work and landscape installation phases, unless a more frequent sweeping is required due to excessive dirt and dust buildup on the streets. Sweeping shall be done weekly where necessary.
26. The owner or contractor shall be required to provide sufficient manpower to accomplish all cleanup as may be required on a continuing bases; all cleaning equipment is to be supplied by the owner or contractor. No areas shall be designated as trash areas. No accumulation of trash is permitted. All trash shall be removed from the site by the owner or contractor performing the work. The owner or contractor shall use a "dumpster type" facility which is emptied as soon as the box has reached capacity.
27. The owner or contractor shall leave the job site clean and orderly in appearance at the end of each workday. With the exception of erosion control risers and berms, the owner or contractor shall leave all drainage areas free of blockage. While work is in progress, the owner or contractor shall keep storm water inlet protection in place and functioning in the manner that it is intended. Areas that are subject to erosion will be seeded and straw mulched or other methods used to stabilize the soil.

FINAL CLEAN UP

28. The owner or contractor shall make a final clean-up of all parts of the work before final acceptance by the Covenants Committee. This clean-up shall include the removal of all objectionable rocks, pieces of concrete and other construction materials, and in general leave the site in a clean, orderly condition.
29. The owner or contractor shall be responsible for the safe and legal disposal of all rubbish, refuse, spoil, vegetation and other waste created by his work. No waste may be left on or disposed of on the site.

DESIGN STANDARDS

I. INTRODUCTION

All new construction and exterior modifications to a home or lot in the Vint Hill Manor Homeowners Association, including landscaping, must first be reviewed and approved in writing by the Architectural Review and Covenants Committee (“Architectural Committee”).

The Board of Directors of the Association is pleased to provide you with these Design Standards for your use in preparing an application for architectural review by the Architectural Committee. The purpose of this booklet is to serve as an adjunct to the Association’s Declaration of Covenants, Conditions and Restrictions (the “Declaration”) found in your homeowner’s manual. In the event of any conflict between the Declaration and these Design Standards, the Declaration shall control. The Standards are not intended to be an inflexible set of rules but rather as a handy reference tool which will provide you with the information you need to understand the architectural review procedure, and to make the system work for you and for all the neighborhoods in the community. Ultimately, the goal of the architectural review standards and procedures is to preserve the unique traditional quality of the community and to maintain the high aesthetic standards that make it a desirable place to live and ultimately preserves and enhances property values in the community.

The Board of Directors of the Association welcomes any comments or suggestions you may have regarding this booklet.

II. DESIGN CRITERIA

A. General Principles

The Developer’s goal is to create an enclave of residences characterized by first class detailing, materials and construction. In general, homes in the community shall reflect designs that are cohesive, consistent and properly proportioned in keeping with the needs of mature homebuyers. The Architectural Committee will evaluate homes for their “overall design” rather than a sum of the component parts. Property owners must be cognizant of the fact that elements of architecture taken from several different homes in the community may not necessarily be appropriate when combined on the same house, as it is the effect of all the design elements working together which gives a home a traditional feel. Comments, suggestions, approvals and rejections may be based solely on the aesthetic judgment of the Architectural Committee.

The Architectural Committee is responsible for applying certain standards in making decisions regarding architectural improvements in the community. The standards are generally defined under Article 5 “Architectural Review and Architectural Committee” and Article 6, “General Restrictions” in the Declaration and underline the specific guidelines contained in the following sections of this booklet.

The guiding principles which direct the Architectural Committee in making its decisions include:

- * protecting owners against improper use of surrounding lots as might depreciate the value of their lots;
- * guarding against the erection of poorly designed or proportioned structures or the use of unsuitable materials;
- * obtaining harmonious color schemes;
- * preventing haphazard and inharmonious improvement of lots
- * establishing a community that is safe and convenient for the mature buyer.

In all cases, the Architectural Committee is concerned with the impact and the view from neighboring lots, roads and recreational areas. Furthermore, it is mindful of any improvements which serve to create a precedent in the community.

B. All-Inclusive Submission Facilitates Review and Approval

In order to facilitate the Architectural Committee’s review and approval process, and in order to provide a quick and thorough response to requests for architectural additions or modifications, the Architectural Committee urges owners to submit items for review in an all-inclusive manner. In other words, rather than submitting plans on an item-by-item basis as you progress through the improvements you plan to make to your home or lot, the Architectural Committee requests that, whenever possible, you devise your entire plan from the outset. The forethought will benefit you by saving time (and possibly money) in the early stages, and it will assist the Architectural Committee by providing the entire picture of what you are planning to do.

As an example, when you submit a pool plan, the Architectural Committee also requires that you provide the accompanying deck or patio plan, a complete landscape plan, with location and type and size of plant materials to be used, and the fencing plan and its specifications. Please note that if you have considered landscaping needs in connection with the planned improvement for your home and feel that no additional plantings are required, you should indicate such on your application.

The following “Considerations, Specifications and Guidelines” will assist you in making all-inclusive submittals. These Guidelines indicate, for example, what will or will not be approved for storage sheds, including materials and preferred location. By following these Guidelines, you should find that the procedure for submitting applications for review to the Architectural Committee is a very straightforward, simple process. The Association has attempted to provide guidelines in this booklet which address the most common elements of new home construction and modifications, although there may be some exterior changes desired by owners for which guidelines have not been included. **All exterior changes, whether covered in the Guidelines or not, must nevertheless be submitted for approval to the Architectural Committee in accordance with the application requirements described herein.**

C. Important Reminders:

1. County Approvals

Many exterior projects require a review and permit from Fauquier County in addition to Architectural Committee approval, and the property owner is responsible for all such County approvals. Fauquier County authorities should be contacted before commencement of work to be sure that any and all required permits have been obtained. County approval does not preclude the need for Architectural Committee approval, nor does Architectural Committee approval relieve the applicant of the responsibility to obtain county permits. In some cases, Fauquier County may require written confirmation of the Architectural Committee before issuing a permit.

When considering a modification, do not rely on a modification your neighbors may have done to their property. It may not have been approved or, if approved, it may have had different reasons for being approved than your application. Each application is processed individually, and you are responsible for getting Architectural Committee and County approval for your modification.

Architectural Committee approval in no way deals with, guarantees, or warrants that the improvements comply with building codes, governmental regulations, or sound engineering practices; all of the aforementioned being outside the scope of the Architectural Committee. The Vint Hill Conservancy assumes no responsibility for the safety or structural validity of new construction by virtue of an approved design. It is the responsibility of each applicant to obtain a Building Permit where required and comply with County and State codes and regulations.

2. Modifications by Previous Owners

Purchasers of a resale property could be notified that they are in violation of the covenants because of an existing unapproved architectural modification on their property. Current owners are responsible for any existing violations. Should owners find themselves in this situation, they should remove the unapproved modification themselves or, alternatively, if the previous owners did not seek approval, the new owners should submit an application explaining the matter and requesting approval. The buyer of a resale home is urged to protect him or herself from this occurrence by obtaining a resale certificate from the Association prior to settlement which will state whether any fees are due or whether any covenant violations exist on the property so that these may be immediately resolved by the sellers.

Purchasers must be aware that certain architecture which may have been appropriate for one lot in the community may not necessarily be appropriate for another lot. The Vint Hill Conservancy assumes no responsibility for the safety or structural validity of new construction by virtue of an approved design. It is the responsibility of each applicant to obtain a Building Permit where required and comply with County and State codes and regulations.

II. APPLICATION PROCEDURES

1. New Construction and Modifications Application Forms are attached. You may also pick up an application form by contacting the Chairman of the Architectural Review Committee at the address listed in the "*Manor Monitor*" newsletter.
2. Read this booklet — Design Standards.
3. Develop your plan. (Consider the impact on your neighbors.)

4. You must obtain the signature of all adjacent property owners within the Association on your application. If for any reason you do not provide their signatures, please explain the reason on your application. By signing the application your neighbors are only acknowledging that an application will be filed with the Association, the signatures do not constitute approval of the application. If you are unable to provide all of your neighbor's signatures, the Declarant or Architectural Committee may elect to forward a copy of your application to your neighbor. The need for the Architectural Committee to seek additional signatures will delay the action on an application.
5. Submit the completed application and all required plans. Plans should be prepared as clearly and thoroughly as possible. You must include a copy of your final survey showing the location of all improvements.
6. Your application will be processed by the Architectural Committee on a first-come, first-served basis.
7. During the period that The Association is controlled by the Declarant, the Declarant will review all applications. Following the transfer of control to the residents, a staff member of the Association will review your application to determine if the information provided is sufficient for the Architectural Committee to be able to review it. If not, you will be asked to provide additional information. Once the application is complete, your request will be included on the agenda for the next regular meeting of the Architectural Committee.
8. A staff member will provide each member of the Architectural Committee with a copy of your application prior to the meeting so that they will have a chance to visit your property to best understand your plans.
9. The Architectural Committee will provide you with its written response (approval or disapproval) through regular mail within 45 days after the full and complete application, plans, specifications and fees have been submitted. If action is not taken by the Architectural Committee within 45 days of their receipt of a complete application; the owner may submit the application to the Association Board of Directors. In the event that the Board of Directors has not rendered a verdict within 30 days, the application is considered approved.
10. Modifications must be commenced within six (6) months of the receipt of written approval from the Architectural Committee and then must be completed within six (6) months of the date of commencement.
11. Should you or any of your neighbors feel you have been aggrieved by an action of the Architectural Committee, you may appeal the decision of the Architectural Committee to the full Board of Directors.

IV. GUIDELINES FOR NEW HOME CONSTRUCTION

The Architectural Committee has developed the following guidelines relative to new construction and future renovations within the community. Great care has been taken in the planning, design and construction phases to insure aesthetic harmony within Vint Hill. To this end it is very important that this special character not be compromised by housing designs that are improperly conceived, or poorly executed. To that end new home construction guidelines and residential design standards have been established to provide developers, architects and contractors with a set of parameters for the preparation of their development/construction plans specifications. By encouraging quality and

attention to detail throughout the development process, the aesthetic harmony, natural tranquility and overall property values at Vint Hill will be enhanced and preserved. Ideally, these guidelines should be fully reviewed and understood by the owner/builder at the early stages of the architectural design process so that the initial concept plans are formulated in conformance with the guidelines. For the convenience of the Architectural Committee and more expeditious processing of the application, it is strongly suggested that the builder prepare and submit a sample color board showing all of the selected exterior finishes for the new home.

A. Site Plans

A site plan with a minimum scale of 1" = 30 ft. with maximum two foot contour intervals, must be submitted which includes all detailed information such as the house location, patio enclosure, driveway, sidewalks, landscape area, tree save area and relationship of the dwelling to the public Street and open space. Finish floor elevations and driveway elevations should be indicated. In general, site plans must show existing topography vs. new improvements. Driveways shall be either asphalt, concrete, exposed aggregate concrete or brick pavers.

B. Vint Hill Manor homes are intended for mature adult residents with specific domestic interests that belong to this class of individuals whether active or with some handicapped needs. The homes that belong to the Manor Homeowners Association should reflect the refined interest of these individuals. The design should include first floor master bedroom suites, wide hallways, and barrier free entries. Outdoor living should take place in patios and gardens that afford privacy from the adjacent neighbor. Windows in side elevations should be designed to provide privacy and restrict the view into the window of an adjacent home. The homes should allow for options that will aid a handicapped owner such as wide doorways and hallways, bathrooms and/or kitchens designed for wheelchair clearance, and handicap supports for tubs and water closets. Garage door openers should be standard equipment in all homes, and kitchens should be designed at a height to accommodate wheelchairs.

C. Foundations and Chimneys

No exposed plain poured concrete or exposed concrete block will be permitted on foundations. Brick face forms are encouraged to provide a textured appearance and all concrete should be painted to match the siding.

The Architectural Committee may require certain visible window wells (with or without railings) to be screened with landscaping;

Chimneys shall be integrated with the building and have a material and color compatible with the building architecture if not constructed of brick or stone. Exterior chimneys on the ground level (including vented flueless fireplaces) must be constructed to grade and not appear to be suspended in the air while those on upper levels must have a substantial base returning to the building facade. Masonry chimneys shall have a consistent exterior material, from the cap to below grade. Brick veneer may not rest on an exposed concrete wall, but must project below the finished grade.

Spark arrestors must be unadorned, and non-ornamental. They should be painted flat black.

Metal roof top flues should extend no higher than the minimum required by the building code. Flues should be of such construction that external support braces to maintain a plumb structure are not required. Flues should be painted flat black or the roof color.

A new chimney constructed on an existing house should match the material and design of the existing chimney(s) if any. If constructed of masonry, the chimney should match the existing brick or stone on the house, if any.

Wooden enclosures of flues should match the house siding or other architectural wood element in material and color.

D. Roofs

The Architectural Committee is primarily concerned with three characteristics of the roof: the pitch, the material and the color. Roof pitches that are considered to be appropriate for the architectural style proposed will be evaluated with the overall design submission.

Roof pitches below 6:12 will not be permitted for the primary roof.

Intermixing of gable roofed homes and hipped roof homes is encouraged to promote a visually exciting and animated streetscape.

Gable roofs shall have an overhang of at least 12" on the front elevation and at least 8" on side elevations.

A minimum of 8" of trim board is to be applied under the soffits.

Dormers (particularly single window dormers) are encouraged and shall be designed in accordance with the overall architectural character of the building and sized in proportion to the overall scale of the roof. Double window dormers are discouraged.

Architectural asphalt shingles with a minimum life expectancy of 25 years are the baseline standard. Cedar shingles or shakes and synthetic slate are encouraged. Standing seam for porches will be reviewed on a case by case basis.

All flashing, attic ventilators, metal chimneys, flues, vents and similar elements must be painted to match the roof or the material to which they are adjacent.

Skylights must be well integrated into the overall building design, with a low profile and shall be flat or with a slight curve. Skylights shall be installed perpendicular with the roof ridge, with frames painted to blend with the color of the roof. Skylights should be located only on the backside of the roof ridge. Skylights on the front elevation are strongly discouraged.

Designs for cupolas, weather vanes, windows, walks or other roof structures must be shown on the elevation plans. Gutters, downspouts and drainage methods should be clearly indicated on the elevation drawings.

Roof penetrations for venting mechanical plumbing fixtures or furnace flues should not be visible from the front of the house. All such penetrations shall be painted to match the color of the roof shingles.

Aluminum ridge vents that match the color of the roof shingles will be permitted. Alternate roof vents, sometimes called domes and approximately 2' square or 2' diameter in size, will be permitted. The dome vents must not be visible from the front of the house and must be painted to match the roof material.

E. Exterior Masonry

The permitted masonry materials are brick, stone, synthetic stone, stucco or synthetic stucco. Concrete block will not be permitted. A sample of the brick, stone, stucco and mortar for any home must be submitted with the application for new construction.

No more than three materials shall be allowed on any façade (not including trim). There should be a single dominant material for the façade walls of each house with compatible materials used for subordinate parts or elements. Materials shall not change at an arbitrary location on the wall surface.

F. Siding and Other Exterior Surfacing Materials

Wood and vinyl are the acceptable siding materials for homes within the community. Vinyl siding will be permitted if the color, level of detailing and length of an individual piece are such as to connote a quality, high end product in the judgment of the Architectural Committee. The Architectural Committee will not permit materials that create a “plastic house” look. Overly bright or “contemporary” siding colors will not be permitted. Wood corner boards, fascia, cornice, door and window trim are preferred with vinyl siding. When wood detail is not used, the selected vinyl siding shall have a complete trim package available with the product. A depiction of the siding type and trim detail should be included in the architectural drawings submitted to the Architectural Committee.

No adjacent homes may use the same color siding or exterior color scheme.

Soffits may be vinyl, aluminum or wood. All fascias, soffits, freezeboards, moldings and trim shall be a color which in the judgment of the Architectural Committee complements the other exterior finishes of the home.

Exposed metal flashings shall be painted to blend with the surface to which they are attached.

G. Windows and Exterior Doors

Window and exterior door types and arrangements will be evaluated for compatibility with the overall architectural design of the house. In general, very large, unbroken areas of glass will not be permitted on the fronts of homes.

The Architectural Committee requires that muntins (sometimes called “mullions” or grilles”) be used on the majority of the windows of all elevations. Sliding glass doors and special feature windows without muntins will be permitted. Windows with muntins between the glass should be the standard treatment. The Architectural Committee requires that entrance doors be constructed of metal, fiberglass or wood with appropriate trim details to break up an overly heavy, solid appearance. Ideally, the detail should have the appearance of a raised panel door that follows a traditional colonial style.

Windows and doors shall be consistent in proportion, detailing and style on all exterior elevations. Windows shall be double hung, single hung, casement or specialty windows subject to Architectural Committee approval.

Bay windows on the first floor should have a substantial base or extend to the bottom framing member of the floor system. The extension of the bay window from the wall of the house and the pitch of the roof of the bay window should achieve maximum dramatic effect as it relates to the house.

Dormer windows are to reflect the style of the windows on the main façade. Tall windows on the main floor are encouraged. Windows are encouraged to align vertically along all elevations when possible.

Door and window trim shall be painted or clad with a color consistent with the design, character and materials of the building. Windows shall have trim (mm. 2 ½”) or shutters. Shutters shall be louvered or of traditional panel design and reflect the size of the window they would cover. Certain lots or sites, due to the impact of the sides or rear of the house on the adjacent streetscape or homes, may require shutters or additional trim work on side and/or rear elevations.

Individual 8’ or 9’ doors are required for each garage space except for side loaded garages. Maximum garage door height is 8’.

H. Exterior Paints and Stains

The Architectural Committee will look for subtle, traditional colors to be used for all exterior features including, but not limited to, the siding, trim, shutters, doors, railings and porches. In combination, the colors should complement the roof and the brick or other exterior surfacing materials in a pleasing harmonious manner.

No adjacent homes may have the same predominant exterior paint color.

I. Exterior Mechanical Systems

Exterior mechanical, utility entrance equipment, and electrical equipment, such as air conditioner/heat pump condensers, meter pedestals, etc., must be located inconspicuously and screened from view of public streets and areas. These elements shall be shown on the drawings submitted to the Architectural Committee. Landscaping or an acceptable screen wall shall be used to soften the visual effects of such equipment from the view of others whenever reasonably possible.

Metal flues, stacks, plumbing vents from fireplaces, wood stoves or mechanical equipment will not be permitted to be exposed on the front roofs, except in unusual circumstances where it is mechanically impossible to direct the pipes to the back roof and is expressly approved by the Architectural Committee. Architectural plans should show detail for flue caps. Any such vents or pipes must be painted black or blend with the roof color. No such exhaust vents shall be permitted from the side of the house.

J. Landscaping and Exterior Lighting Plans

All landscaping must be planted in accordance with the Master Landscape Planting Plan for Builders. These plans define for the builders the specific plant materials that will be required. These plans were pre-approved by the Architectural Committee and have been devised to bring a consistency to the streetscape and provide ample screening where necessary.

Foundation plantings must be submitted to the Architectural Committee for written approval prior to planting.

Landscaping is required for all homes within Vint Hill, and may include deciduous, evergreen or ornamental trees, shrubs, groundcovers, perennials, and seasonal color (annuals).

Landscaping should consist of a limited variety of trees, shrubs and groundcovers to create an attractive, well-designed, cohesive landscape. Shrubs and ground covers should be planted in masses of a single species in sufficient numbers to create beds or drifts of plants.

Plants should be selected based upon their ultimate height, width and growth habit in relation to the space where they will be planted. When planted adjacent to buildings, plantings should complement

and not obscure the building's architectural features. Plantings should be predominantly evergreen to assure a year round landscape framework; plants should also be selected to provide strong seasonal and visual interest. The use of indigenous, native species is encouraged.

Plantings shall generally be installed at the following minimum sizes to ensure good initial appearance:

Shade Trees: Minimum 2.5" caliper	Evergreen Trees: Minimum 6' - 8' height
Large Shrubs: Minimum 36"	Medium Shrubs: Minimum 24"
Small Shrubs: Minimum 15"	Groundcovers: Minimum 4" pot
Ornamental/Flowering Trees: Minimum 2" caliper	

Except for natural areas, all portions of a lot that are not improved by an impervious surface or a structure must be maintained with grass (or other vegetation installed by a builder or approved by the Architectural Committee) or landscaping. No bare earth may be exposed on a lot (except for flower beds or vegetable gardens with appropriate approvals as required).

Particular care shall be devoted to preservation of trees and hedgerows, which are found throughout the property. It is recommended, and in some instances may be required by the Architectural Committee, that tree surveys be undertaken prior to site planning. The value of significant trees cannot be overemphasized. Builders must facilitate tree preservation efforts through the use of proven protection measures. These measures that must be approved by the Architectural Committee after review of plans clearly identifying the limits of clearing, shall be in place prior to the beginning of construction and maintained intact until completion. In addition, builders must inform homeowners, in writing, of the requirement for continued preservation of all saved hedgerows and trees. Removal or damage to designated "to be saved" trees and hedgerows as shown on the approved subdivision plan must be replaced with like kind plant material. Replacement trees can be transplanted or new material planted to reestablish the character prior to disturbance. It is expressly understood that builders are required to replace all damaged or removed trees, which are deemed to be "saved" with minimum 3" caliper shade or canopy trees although larger trees may be required to reestablish the character of the area.

Grading and parking of equipment or vehicles, stockpiling of materials, or deposition of sediment, topsoil or fill, or dumping of any materials or liquids/chemical is prohibited within the drip line of trees to be saved. All existing trees to be saved, individually or in groups, shall be protected by adequate fencing. Fencing shall be placed at the outer perimeter of the spread of branches (drip line) and be a minimum height of three feet above grade. Fencing shall be orange mesh typically used as tree save fencing.

No toxic material shall be stored or discharged within 100 feet of vegetative areas to be preserved. Toxic materials include things such as wash out from concrete trucks, used motor oil, paints and thinners, etc.

No protective devices, signs, utility boxes, survey bench marks or other objects shall be nailed to trees which are to be saved.

Trees to be preserved should receive proper care before, during and after construction. Crown thinning respecting the growth habit of the trees, root pruning, fertilization and a watering program may be required in order to ensure the health of trees to be preserved. For significant specimen trees, an arborist should be consulted for direction on appropriate measures to be undertaken.

Street trees provide each neighborhood street or cul-de-sac with one singular shade/canopy street tree type as noted in the list of Recommended Trees in the Appendix. If the street is an extension of an existing street, Street trees shall be the same genus, and species as those on the existing Street. Where multiple streets are being planted with street trees, different tree selections shall be provided in order to provide diversity of species for the prevention of spread of disease, and to promote an individual identity for each Street. At intersections, the Street tree for the principal street should be given preference in cases of conflict.

Street trees shall be spaced no further apart than 40 feet on center (o.c.) with a preferred spacing of 35 feet on center. Street trees shall be evenly spaced around the perimeter of cul-de-sacs. Street tree spacing should be adjusted around driveways and utility obstructions so as to provide the appearance of evenly spaced trees within the dimensional range above; trees must also be located so they do not obstruct vehicular sight distances and triangles at intersections and driveways. In traditional design areas, matching the street trees opposite each other where possible is preferred. Where streetlights are provided, street tree locations must be coordinated such that the streetlight is located halfway between the street trees to minimize the conflicts between the trees and lights.

All street trees shall be a minimum of 2.5" caliper and shall be specimen quality matched trees of a species identified in the list of Recommended Trees contained in the Appendix. Street trees shall be limbed up to prevent damage from passing automobiles.

Street trees shall be pruned and maintained in a manner that enhances their natural growth habits and form. Unless part of the original design intent for a particular, special place within the community, street trees shall not be topped, , or pruned into geometric shapes (including round spheres and rectangular shapes).

K. Exterior Lighting

Exterior lighting should be indicated on the landscape plans. Cut sheets that show the light fixture design, color and lamp wattage should be submitted with the lighting plan.

All homes shall have one decorative post light per lot located within 15' of the right of way, operated by a photocell. One to three building-mounted entry lights shall be provided on all homes. Building-mounted light fixtures shall be of a design and scale to complement the building architecture and shall not negatively impact neighboring properties.

Security lighting may be permitted only if incorporated as a part of the overall building design. Lamps are required to be shielded and fixtures directed downward to prevent glare or spill-over of light onto neighboring properties. Unshielded spotlights, "barnyard", "wall pack", "cobrahead" or "sodium vapor" lighting is prohibited. Up lighting shall be prohibited except for landscape lighting.

L. Mailboxes

All mailboxes must be manufactured and installed to bring a consistency to the streetscape. The standard mailbox is black USPS as manufactured by the Solar Group, size 1-1/2 that sits on a Mainstreet Mailboxes & More, Inc. #MP-215 post. The newspaper boxes shall be "Universal Newspaper Boxes" as manufactured by Janzer. The house numbers are 1 1/4" and are white in color. The base of the mailbox should generally be 42" above the top of the pavement. Separate rural newspaper receptacles are prohibited. All of the above noted items are available from Mainstreet Mailboxes & More, Inc., 4641-A Sudley Road, Catharpin, VA 20143) phone 703-753-5521.

V. GUIDELINES FOR MODIFICATIONS TO HOMES: CONSIDERATIONS, SPECIFICATIONS AND APPLICATION GUIDELINES

A. Additions, Major (e.g.: Rooms, Screened Porches, Sunrooms) and Outbuildings

1. General Considerations

Major additions and outbuildings can have a significant impact on the appearance of the original building and on neighboring property, and the Architectural Committee will be sensitive to this fact in making its decisions regarding the addition. All detached structures such as garages, pavilions, or sheds shall be of similar design and materials as the primary structure(s).

The owner may submit conceptual drawings or preliminary plans for Architectural Committee review and comment before more detailed plans are made. Any preliminary comments are not to be interpreted as final approval by the Architectural Committee.

2. Specifications

The design of the addition or outbuilding must be compatible in scale, massing, roof pitch, character, materials and color with the original house. The location of the addition or outbuilding should be planned to minimize the effect on neighboring properties as it relates to their privacy and views, and located to minimize the removal of trees and other vegetation. The Architectural Committee will likely require additional landscape screening of adequate size at the time of planting to visually soften the view of the addition from the neighbors or street.

Changes in grade or drainage resulting from the addition must not adversely affect adjacent property, and should be shown on the site plan.

SHEDS: Sheds are allowed in the rear yard only. The preferred location is attached to the rear of the house. All sheds cannot exceed eight (8) feet in height, eight (8) feet in width, and ten (10) feet in length. All materials must be low maintenance and must match the exterior color of the house. Landscaped screening will be required to minimize the visual impact on all adjacent property owners. Areas around the shed must be maintained to keep a neat appearance at all times, and cannot be used for the additional storage of materials.

3. Application

Your application should include a completed application form and:

A site plan and/or record plat (scale not less than 1"= 30 ft.) showing the location of the proposed addition or outbuilding, the existing building, the setbacks from all property lines; and the impact that this construction will have on the neighbors.

- * Detailed construction elevation drawings for all views (scale not less than ¼ " = 1 ft.);
- * Drawings or photographs of the existing building and site conditions before the proposed changes;
- * Samples of colors and materials, if different from the existing building;

- * Catalog cut sheets of exterior lighting specifications;
- * Landscape plan (scale not less than 1"=30 ft.) showing all plant species, quantities and sizes at time of planting. Alternatively, proposed planting may be shown on site plan if the plan is not overly complex:
- * Perspective drawings or scale models (not required, but may be helpful).

B. Awnings

Awnings may be appropriate for rear yard patios and decks. Awnings must have a straightforward design, without decorative features such as scallops or fringes, and be consistent with the architectural style and scale of the building to which they will be attached. The color of the fabric must be compatible with the existing colors of the house and must be replaced as color fades or material becomes weathered. Solid colors should be used rather than stripes or patterns. Metal or plastic fabric shade material is prohibited.

Any exposed frames must be painted to match the trim of the dominant color of the building. Frames must be removed if the awning is removed.

C. Basketball Backboards

Basketball backboards are not permitted under any circumstances.

D. Antennae

Exterior antennae or similar devices of any kind are prohibited except that "direct T.V." antennae not exceeding 18" inches in diameter may be permitted on side and rear elevations only. In no event shall such devices be permitted in front yards, on front roofs, or front elevations.

E. Decks/Patios

1. General Considerations

The Architectural Committee expects to receive many requests for the addition or revision of a deck or patio. Because of the extended "living space" which a deck or patio provides and the opportunity to better enjoy the outdoor views within the community, the Architectural Committee understands the desire of owners to add or modify a deck. However, because a deck has a very definite impact on the appearance of a house and may possibly affect the privacy of adjacent owners, the Architectural Committee will take particular care in its review of a deck plan to be certain that its design is complementary to the existing house and it will not significantly interfere with the right of enjoyment of adjacent residents.

2. Specifications

Decks will only be allowed on the rear or side of homes and never in the front. Decks may extend up to four feet from the rear or side property line (the maximum allowed by County Code). New decks or modifications to existing decks must provide continuity in detailing, such as materials, color, post locations, railing design and trim.

For aesthetic appeal and consistency, only 3 standard railing designs (picket rails, Chippendale rails or a combination thereof) will be permitted on decks in the community. The Architectural Committee may promulgate additional acceptable complementary designs from time to time if deemed appropriate.

Decks must be constructed with cedar or high quality pressure treated, rot resistant wood, and in many cases, may be left to weather naturally. Composite wood ("Trex" or equal) may be used for walking surfaces. Painted or stained wood decks should be in a neutral color which blends well with the brick and trim color of the house. Column supports for above ground decks must be finished with the same level of quality and detail as the deck itself.

Underdeck Screening and Ground Covering: The undercroft shall be skirted by framed lattice, with a maximum of 1-1/2 inches between the boards, placed between (not over) the posts. Lattice and post must be painted or stained the same color as the deck. However, no lattice framing will be required for decks 4 feet and higher (one story) in height, or which have walkout basements. In such elevated decks the undercroft must be maintained such that it does not impact the exterior appearance of the home. The construction of an at grade patio or landscape buffer of the area under the deck is encouraged.

Any deck appurtenances such as arbors, pergolas, lattice and trellises must be submitted as part of a complete deck application package. Lattice panels cannot exceed six (6) feet in height above deck level and should primarily be used on the sides of decks for privacy purposes, although additional lattice screening may be permitted for hot tubs.

Patios are encouraged to be stone, brick or exposed aggregate concrete. Concrete may be used but must remain neutral in color. Painting or coloring concrete is permitted on rear patios only and must be approved prior to installation. Edges must be neatly finished and cannot exceed 8" in height. Patios may extend to no closer than two inches from the property line.

3. Application

Your application should include a completed application form and:

- * A site plan, plat or house location survey (minimum scale of 1"=30') showing the location of the deck or patio relative to the house and the property lines;
- * Construction elevation plans (minimum scale 1/4"=1'-0") including details of railings, built-in benches, barbeque or cooking areas, etc. Drawing should indicate relationship of the deck to the existing house and existing finished yard grade;
- * Paint or stain color samples where applicable.

F. Driveways/Parking Pads/Walkways

1. General Considerations

It is not anticipated that many requests for driveway revisions, either in design or material, will be made since these issues should be carefully considered during the original new home construction review and approval process. The impact of an enlarged or modified driveway on neighboring properties will be carefully considered. New or revised walkway plans must also be submitted to the Architectural Committee for review and approval.

2. Specifications

Enlarging or modifying a driveway and/or walkway may be done only where it and its use will not adversely affect adjacent property, natural areas or drainage and where it will not negatively impact the appearance of the streetscape.

Enlarging driveways, and adding parking pads or walkways must be done with the same material as the existing driveway or walkway. Should the driveway cause disturbance to any existing vegetation, the owner will be required to replant landscaping and may be requested to plant additional landscaping if needed to soften the impact and view of the driveway from neighboring properties.

Materials for driveways are limited to asphalt, concrete, exposed aggregate, concrete, or brick pavers. Any other materials, including monolithic poured concrete will generally be unacceptable unless the Architectural Committee, at its sole discretion, decides the specific circumstances warrant the use of other materials. Leadwalks may be constructed of stone, brick, concrete, flagstone, or exposed aggregate. Leadwalks must be neutral in color.

3. Application

Your application should include a completed application form and:

- * A site plan, plat or house location survey (minimum scale of 1"=30') showing the location of the existing house and driveway or parking pad and proposed changes showing dimensions and distances from property lines;
- * A grading plan if the existing grading is changed;
- * A plan showing additional landscaping if needed to soften the impact of the driveway from neighboring properties.

G. Fences

1. General Considerations

Fencing can be an architectural plus with a certain design and specific use, in the complementing location and with abundant, well designed landscaping. Conversely fencing can, when not controlled, become an intrusion on the open character of the community from both an aesthetic and a physical standpoint.

2. Specifications

The general philosophy is to retain an open feeling to the community by limiting the use of fences to only those lots that require fencing because of children, pets, swimming pools, or other safety considerations, and in such cases to permit only certain types of fencing which accomplish the desired effect.'

No fencing will be permitted in front yards. Fencing is to be limited to rear yards only and must not be installed beyond the mid-plane of the side of the house. Fencing on corner lots may include a portion of the side yard with permission from the Architectural Review Committee.

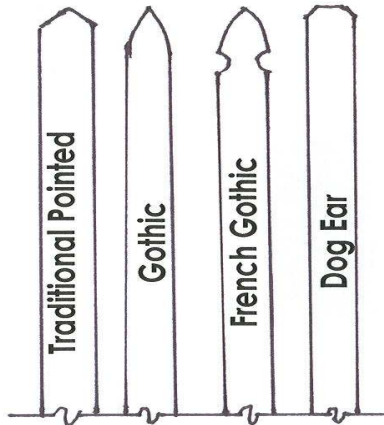
The use of invisible, electronic dog fences to contain pets within yards is encouraged in lieu of aboveground fencing.

To maintain a consistent appearance throughout the community, except for swimming pools, hot tubs, and other water structures, a fence must be specified that will complement the size of the Manor lots, and at the same time adapt to the diversity of the lot configurations. The dilemma exists that one type of fence will not fit all lots; therefore the following two types of fences will be permitted.

Lots with a gross area of less than 8,500 square feet will be limited to a picket style fence. Exception for lots less than 8,500 square feet with estate type fences that have already been approved by the ARC as of April 4, 2006 will be permitted as they were the only choice until this time.

Lots with a gross area of 8,500 feet or more may use either a picket style fence or a five (5) board estate style fence.

A picket fence will be 48" to the top above finished grade, be constructed of 3" or 4" wooden pickets with a traditional pointed, gothic, french gothic, or dog-ear top, and be spaced a minimum of 3" apart to maintain a more open feeling in the community. It must be made from hardwood, cedar, or pressure treated pine and allowed to weather naturally or finished with a clear or light cedar preservative. Wooden horizontal supports shall be attached to 4x4 wooden posts; said wooden posts shall be a maximum of 8' apart. Fencing will be installed the finished side out, in consideration of views from neighboring properties and streets.



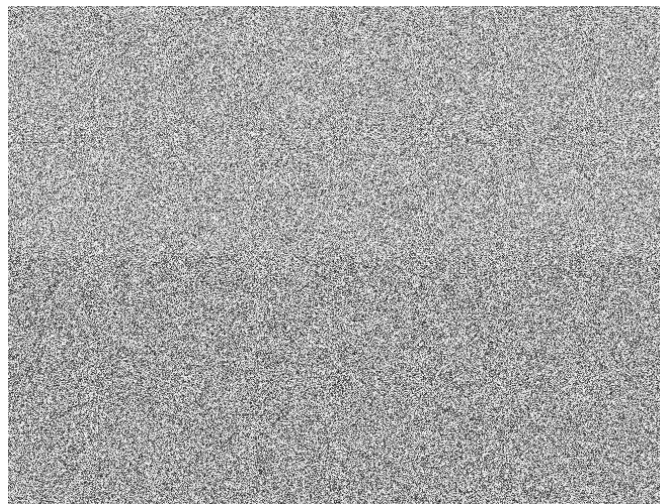
Generally, fencing must be installed with the sections following the grade or flat, level, and stepped to accommodate changes in grade; the bottom of the fence may follow grade or be stepped; the “steps” the steps should not exceed 12” at either top or bottom. All vertical members must be straight and plumb.

Picket fence gates are to match the design and construction of the fence. Access gates will be allowed only at the front elevations and rear elevations where property line adjoins common area.

A five (5) board estate style fence must be forty-eight (48) inches high with eight (8) foot sections and posts that are 4x4 inches square with caps. The posts are to be placed on the inside of the fence with the boards on the outside. It must be made from hardwood or pressure treated pine and finished with a natural or light cedar preservative.

If necessary, black or dark green vinyl coated mesh may .be used on the inside of the fence to increase security for pets and children. The mesh can be any height up to the 48 inch height of the fence.

Estate style fence gates are to be constructed with a round top and be compatible with the fence in design; material, height, and color (refer to picture). Access gates will be allowed only at the front elevations and rear elevations where property line adjoins common area.



The fence is to be contoured to grade and placed so that the outside boards are no closer than two (2) inches from the property line. Property corners must be established prior to the installation fences.

When adjacent Members agree to locate a fence on a common property line, they shall prepare a written, legal agreement specifying construction cost sharing, maintenance sharing, replacement or removal cost sharing, and the decision-making provisions that will govern maintenance, replacement, or removal determinations. This legal agreement will be submitted to the Architectural Committee together with the application for the approval of the fence. The agreement, recorded in the land records of Fauquier County, shall provide that it runs with the Lot as long as the fence remains. A copy of this agreement will be provided to all subsequent purchasers of the subject Lots as long as the common fence remains in place.

No privacy fences will be permitted.

Chain link fences will not be approved, except as necessary for security purposes during construction.

The next door neighbor has the right to tie into an existing fence with the understanding that should any issues arise with regard to the location, repairs or maintenance of the common fence, the issues shall be between the homeowners and not the responsibility of the Vint Hill Manor Homeowners Association, Inc., or the Vint Hill Conservancy.

3. Application

Your application should include a completed application form and:

- * A site plan, plat or house location survey (minimum scale 1"=30') showing the home, other improvements, exact fence location including distance from home and property lines;
- * Detailed description of proposed fence including a catalog sheet (with exact height from ground level indicated), color photograph or drawing; and
- * Landscape plan showing all new plant material to be installed as needed for softening the appearance of the fence where visible from the street.

H. Landscaping (Additional) and Tree Removal

1. General Considerations

Plans for additions or modifications to existing landscaping and/or the removal of existing trees which are larger than 6" inches in diameter (measured two feet above the ground) or more than fifteen (15) feet in height must be submitted to the Architectural Committee for approval. Approval of the removal of trees will be granted only where the tree is severely diseased or damaged, or such removal is reasonably necessary for the construction of driveways, paths, or other approved lot improvements. In many cases, landscaping is required as an adjunct and a condition for approval for the other modifications such as the addition of a deck or fence and, as noted in other sections of this booklet, is required as part of the application for such items.

2. Specifications

Landscape modifications or additions should be integrated in a way that is harmonious with the existing landscaping on the lot and the adjacent lots. Front yard landscaping will be carefully considered for its effect on the overall streetscape. Generally, landscaping serves to visually soften or provide a finished look to a lot and should not be planted in such a way as to create a fenced-in appearance.

Planting of flowers by the owner is acceptable without making application to the Architectural Committee; however, flowers should be tasteful and blend well with the existing landscaping.

To help with water conservation, and keep excessive weed growth under control, it is recommended that trees, shrubs and planting beds be mulched with shredded hardwood bark, pine bark, pine straw, or other materials that may be neatly maintained. Widespread gravel, stone, wood chip or other mulched areas are prohibited. Grass shall not be permitted to exceed six (6) inches in height. Dead plants, shrubs or trees shall be immediately removed. All hedges, trees and shrubs must be neatly trimmed and maintained and their size maintained in proportion to the lot and home through pruning.

Pruning should respect the natural growth habits of the plants; plants should not be pruned into strict geometric shapes unless the design concept for the landscape requires formal shapes. Approval by the Architectural Committee is required for the planting of hedges or screens that will attain a height of more than two feet. A hedge is defined as a repetitive mass linear planting of three or more shrubs, forming a solid, living landscape barrier. Hedges located forward of the front plane of a house shall not be permitted to grow in excess of three feet and shall not restrict sight lines along a roadway.

Tree removal is a very serious issue, which should only be undertaken when necessary for aesthetic, grading or safety reasons. Like landscape modifications, tree removal may be necessary in order to accomplish another modification. If this is the case, an indication of the tree(s) to be removed and reason for the removal must be included in the modifications application. Owners are asked to carefully plan modifications so as to eliminate or minimize the need to remove any trees. In most cases, the owner will be asked to offset any tree loss, whether associated with another modification or not, with new plantings.

No live trees with a caliper (trunk diameter) in excess of 6" inches, measured 24" aboveground, nor flowering trees in excess of 2 inches similarly measured, no live vegetation on slopes or more than 20 percent gradient or marked "no cut" or "tree save" or similar, on approved plans, may be cut without the prior approval of the Architectural Committee.

Mowing - Turf areas need to be mowed at regular intervals, maintaining a maximum height of six (6) inches, and a minimum height of two (2) inches. Changes to this requirement may be made according to specified plans.

Planted beds must be kept in a neat and orderly manner.

Lawn Watering — Water only during extended dry periods, and apply the water only as fast as the soil can absorb it. Wet the soil to a depth of between four (4) inches and six (6) inches. This usually requires the equivalent of one-half (1/2) inch to one (1) inch of rainfall.

Lawn and Garden Fertilization — All soil should be tested before fertilizer is added, especially in areas where drainage will flow into ponds. Special care should be taken not to over-fertilize or to fertilize lawns and gardens when there is the least chance of run-off. Soil test kits are available free from the County Extension office.

Compost Bins — If a compost bin is desired, the use of a pre-manufactured compost bin, which is earth tone in color, is required. Bins should be located to the rear of the property and should be screened from the street, open space and adjoining and affected neighbors. All active compost must be treated at all times to prevent odors from escaping. Failure to maintain a satisfactory compost bin and/or the point at which the compost becomes a public nuisance shall indicate an abandonment of the compost pile and violation of these Design Standards.

Stockpiling of materials such as mulch, compost or firewood will only be permitted in rear yards and must be property screened.

Trash Removal — Each resident is responsible for picking up litter on his property and preventing wind-blown debris from origination on his land.

At no time is the Conservancy open space considered a dumping ground for inorganic debris. Organic debris such as leaves, grass clippings and branches may not be dumped on open space. Yard waste is required to be recycled according to the refuse collector's specifications.

Removal of trash and debris from all Conservancy areas accumulated from resident usage will be completed as necessary. Removal of trash and debris costs the Conservancy dollars and voluntary resident and neighborhood clean-up, in addition to controlling the litter at the source saves everyone money.

Erosion Control — Each resident is responsible for seeing that their lot area is protected from erosion and that storm drain structures are not blocked so as to cause additional erosion problems which will silt up ponds and stream valleys.

Pesticides and Herbicides — Pesticides and herbicides may be applied according to label instructions for the specified problem. Emphasis should be placed on organic/biodegradable materials in order to ensure the least harm to the natural environment. Care in application is extremely important along ponds and waterways, and near adjacent residences. Avoid the use of pesticides and herbicides if at all possible, but when necessary, use with caution and follow instructions.

Snow Removal — Residents are required to clear snow and ice from the sidewalks in front or adjacent to their homes. Sand may be used as an abrasive when necessary, but the use of any rock salt or any other deicing salts, which are known to cause concrete deterioration, is prohibited.

Wetlands — Vint Hill has many protected wetlands that must be preserved in a natural state. Some trails will exist in these areas where the minimum disturbance can be achieved. Use of the wetlands is limited to pedestrian use of the trails and must be maintained to only walk in designated areas. Yard debris must not be deposited in the protected wetlands.

3. Application

Your application should include a completed application form and:

- * A site plan, plat or house location survey (minimum scale of 1"=30') showing the location of the proposed plant material (or tree to be removed), existing plant material, existing buildings and other improvements, and property lines;
- * A schedule of plant material indicating species, height at the time of planting, caliper where appropriate and quantities;
- * A detailed description and location of any structural elements such as retaining walls (addressed in a separate section).

I. Lighting - Exterior

1. General Considerations

Typical site lighting may include lighting fixtures of the following types, subject to the specifications set forth in the paragraphs which follow:

- * Building-mounted lights at entries
- * Building-mounted security floodlights in hooded fixtures, in rear and side yards only
- * Post-mounted lights
- * Accent lighting
- * Garden lights

Consistent with its daytime character, the community should be viewed as a quiet, natural nighttime setting without intense, overly decorative lighting. Fixtures should be of high quality, traditional in design, compatible with the house. Whether building-mounted or freestanding, lighting fixtures should be properly located and directed downward, diffused, or shielded to avoid causing glare when viewed from adjacent properties or from the street. No exterior lighting, emanating from a Lot, shall be directed outside the boundaries of the Lot.

2. Specifications

- * Lamps should be an incandescent type of 100 watts or less, or a compact florescent bulb of 40 watts or less for most outdoor applications. Homeowners are encouraged to use electric eyes or timers to prevent lights burning during daylight hours. High wattage commercial/industrial type fixtures are not acceptable.
- * Unobtrusive building-mounted fixtures are preferred.
- * When building-mounted light is inadequate for proper illumination, high-quality, post-mounted fixtures of 8 ft. or less in height are preferred.
- * Low-level landscape or garden lighting should be used sparingly, if at all, for areas along foundations only, and these fixtures should be spaced to avoid a solid, commercial effect. Such lighting must be worked into planting or mulch beds for ease of mowing and will not be permitted to be placed along driveways or pathways.
- * Security flood lights should be used with discretion so as not to adversely impact adjoining properties. When the rear lot line of a residence adjoins wooded areas or other similar situations, and the rear lot line does not adjoin a current or future residential lot or street, flood lights may be used for security purposes to illuminate the rear yard. Floodlights should always be attractive fixtures and not of the bare bulb and socket variety. They should be mounted on the fascia board (not on the brick or siding), under roof eaves and should be a color which matches or blends with the surface upon which they are mounted.
- * All conduit and wiring should be hidden within the wall or buried and out-of sight.
- * Sodium vapor quartz and other non-incandescent varieties of lamps are presently unacceptable.
- * Accent lighting for building facades must be of low intensity to create a subtle, warm impression. The lights must not be obtrusive either as visible fixtures nor provide any glare. Such lighting should be totally or partially buried in the ground.

3. Application

Your application should include a completed application form and:

- * Site plan, plat or house location survey (minimum scale of 1"=30') showing buildings and property lines and showing existing and proposed lighting;

- * Catalog sheets of fixtures including photographs or drawings, description and lamping data; and
- * Landscape plan when lighting is integrated and/or softened with plants.

J. Painting/Staining/Color Changes — Exterior

1. General Considerations

All exterior color (or material) changes on a home or other approved structure within the community must be submitted in writing to the Architectural Committee for approval. Generally, the Architectural Committee recommends colors that create a subtle, traditional effect, which is harmonious with the house and complementary to the surrounding homes in the community.

No request for approval is needed to re-paint any exterior elements in the existing approved color(s) already on the house.

2. Specifications

Selected colors (or materials) must be harmonious with the other colors (or materials) used on the structure, e.g., roofing, trim and brick, and must be harmonious with the color-scheme used in the neighborhood.

3. Application

Your application should include a completed application form and:

- * Sample color chips (minimum 2” square in size) of proposed new colors and existing paint colors to be retained; and
- * A written description or, preferably, an illustration showing all surfaces to be painted or stained.

K. Doghouses

Doghouses will only be permitted in the rear yard where not readily visible from the street. Doghouses should be constructed with pitched roofs that are covered with shingles to match the house, and the doghouse should be painted to match the exterior of the house.

Dog runs are prohibited.

Architectural Committee approval for a normal doghouse is not required.

L. Retaining Walls

1. General Considerations

Retaining walls should be as unobtrusive as possible and should be installed only where structurally necessary, such as for purposes of diminishing erosion or creating a more level lawn or garden area. Retaining walls should be built only to the minimum height needed to serve their function.

2. Specifications

Retaining walls in the yard facing a street or common area must be constructed of stone, brick or approved interlocking architectural pre-cast concrete blocks. Concrete walls or walls constructed of landscape timbers will only be approved for a rear yard application where a common area or neighbor’s view is not impacted.

The ends of all walls must be gradually tapered down to the ground rather than abruptly ending.

In some cases, safety codes may require a railing along the top of the retaining wall. The owner is responsible for determining through the proper authorities if a railing is necessary. Should a railing be required, the design specifications including dimensions, material and color must be included as part of the application. Alternatively, the owner may want to consider stepping the wall in a terracing effect in order to keep the wall height below the height for which a rail is required.

In certain instances, plantings may be required to screen areas where the retaining wall will be obtrusive either from the street and/or neighboring homeowners.

3. Application

Your application should include a completed application form and:

- * Site plan, plat or house location survey (minimum scale 1"=30') showing the location of the retaining wall, any existing or planned buildings and the relationship to property lines;
- * A sectional drawing showing the construction details;
- * A description of the materials; and
- * Landscape plan showing additional plant material to be used to soften the appearance of the retaining wall(s).

M. Screen Doors/Windows and Storm Doors/Windows

1. General Considerations

Should an owner decide to install screen/storm doors and windows, the owner should specify a design and color which does not alter the appearance of the door or window behind it or detract in any way from the traditional theme of the home and community.

2. Specifications

Screen/storm doors and windows should allow a full or nearly-full view of the existing door or window behind it and should be a color which matches the existing door or trim color, whichever will create the most unobtrusive appearance. No mill finishes will be allowed. Generally, only full view storm and screen doors with little or no ornamentation will be considered and permitted.

3. Application

Your application should include a completed application form and:

- * Detailed drawing or catalog sheet which shows the new screen/storm doors and windows including dimensions and color; and
- * Depiction of the existing door with dimensions and frame color noted.

N. Swimming Pools, Hot Tubs and Other Water Structures

1. General Considerations

Swimming pools can greatly enhance the enjoyment and livability of a home while also providing excellent exercise benefits to the owner. However, because of the possible intrusion on adjacent properties, swimming pool plans will be very carefully reviewed and considered in terms of any possible disturbance to others.

A swimming pool and the associated decking and fencing must be planned and designed in conformance with the character of the community.

Conceptual or preliminary plans may be submitted for review and comment before full working construction drawings are undertaken.

2. Specifications

Outdoor swimming pools must be approved by the Architectural Committee and may only be located in rear yards. Only in-ground swimming pools may be approved; above ground pools are prohibited.

A 54" high, wrought iron style fence with a black finish is the only fence that is allowed for swimming pools. It can be made from wrought iron, steel, or aluminum materials.

Fencing for a swimming pool is limited to the rear yard and must be installed within the building restriction line. The fence must be stepped in sections to conform generally to grade. No fencing will be permitted in front yards.

Access gates will be allowed only at the front elevations and rear elevations where the rear property line adjoins common area.

Landscaping sufficient to minimize the visual impact on all adjacent property owners shall be required between the property line and building restriction line.

The Architectural Committee must also review requests for hot tubs and spas. Hot tubs and spas must be located in the rear yard. If not in-ground, the hot tub or spa must be architecturally treated with decking and the base must be enclosed to hide the tub from view. The hot tub must be screened both architecturally (lattice) and with landscaping so as to minimize the visual impact from all adjacent property owners.

Equipment for a swimming pool, hot tub, or other water structure (pumps, pipes, etc. - not the tub itself) must be located to avoid interference with neighbors and must be enclosed architecturally or screened from view with evergreen landscaping. Structures to be used to enclose equipment must also be softened with landscaping where visible from other properties.

Landscaped ponds are allowed providing they do not exceed 18" in depth and are not used for swimming. They must be located in the rear lot and appropriate landscaping must surround the pond.

Swimming pools, hot tubs, landscaping ponds, and other water-related structures as well as fences used for barriers must meet all current county and state code requirements.

3. Application

Your application should include a completed application form and:

- * A site/grading plan (minimum scale of 1 " = 3 0') showing the proposed swimming pool, hot tub, or other water structure, equipment, decking, fencing, other lot improvements, building restriction line, and property lines;
- * Barrier (fencing) plan (See Fencing Guidelines);
- * Written certification by Fauquier County that the swimming pool, hot tub, or other water structure and the barrier (fencing) meets all current county and state code requirements; and
- * Landscape plan (See Additional Landscaping and Tree Removal Guidelines) and exterior lighting plan (See Exterior Lighting Guidelines).

- O. Security Devices - Security devices must be installed without detracting from the design integrity of the building. Security signage may be placed proximate to the front door with size limit of 1 square foot.

Exterior sirens and speaker boxes must be unobtrusive. Usually, this can be accomplished by locating the device so that it is not readily visible and painted to match the surface behind it.

For security lighting, see section on Lighting.

Security window coating film should be considered in lieu of bars and grillwork.

Bars placed on the outside of windows or barred or ornate metal security doors are prohibited.

- P. Clothes Lines — Exterior clothes lines or similar apparatus are prohibited.

- Q. Air Conditioning Units - Window air conditioning units are prohibited.

- R. Greenhouses - A greenhouse will be treated as a major alteration to a dwelling unit and subject to the same level of review. Only greenhouses which are attached to the dwelling unit are permitted. Greenhouses must meet the following criteria to be approved.

- * The scale and design must be architecturally compatible with the home and surrounding homes.
- * There shall be no adverse visual impacts for adjoining properties. The installation of landscape materials to provide a visual screen is encouraged and may be required as a condition of approval.

- S. Signs - Real Estate Signs — Only one real estate sign, not to exceed four (4) square feet in area, advertising a property for sale or rent may be displayed on a lot. Signs may only be placed in the front yard of available properties. Such signs must be removed within one week following the sale or rental of a home.

- T. Exterior Decorative Objects - Approval will be required for all exterior decorative objects, exceeding 30 inches in height and 18 inches in width or depth, including natural and man-made objects. Decorative objects will be considered based on their size, color, scale, appropriateness with the surrounding area, and their visual impact from adjoining lots and open space. Exterior decorative objects include such items as sculptures, fountains, pools, stumps, driftwood, free standing poles of any type, and items attached to an approved structure.

- U. Electronic Insect Traps - Electronic insect traps will be regulated based on the same criteria as exterior lighting. In addition, no device shall be installed or maintained in such a way as to cause discomfort to adjacent owners from noise or light, and may only be operated during those times when the immediate area protected by the trap is occupied by the owner or guests.
- V. Trash/Recycling Containers - Trashcans and recycling containers must be stored out of view of the street at all times, except on scheduled pickup days. Containers are to be placed at curbside early in the morning on pickup days, or after dark the evening before. Containers are to be promptly removed from curbside by the end of the day of pickup. Storage of containers in front of homes or garages is not allowed. Containers may be stored along side a home, as long as the side does not front a street, as on some corner lots. Containers are to be placed on a solid, level base or platform, at least ten feet from the front of the house. In keeping with the desired aesthetics of our community, they are also to be discreetly and completely screened from street view by the use of either a natural barrier, such as trees or shrubbery, or a structural screen, in the form of a panel of framed, white lattice made of wood, composite or vinyl materials. Screened areas for trash and recycling container storage may be incorporated into a deck design.
- W. Storage of Boats, Trailers, Campers, Mobile Homes or Recreational Vehicles No recreational vehicle may be parked or stored in open view of residential property, residential streets or open space or other common area. Further, the Board of Directors had defined recreational vehicle as follows:
1. Any boat or boat trailer, canoe, jon-boat, paddleboat, jet skis, sailboats, catamarans, rafts or inflatables and the like.
 2. Any motor home or other self-contained camper.
 3. Any camper slip-ons where the camper backs are 12 inches or higher than the roof line of the cab of the truck.
 4. Any mobile home, trailer or fifth-wheel trailer.
 5. Any pop-up camper/tent, trailer or other similar recreation oriented portable or transportable facility or conveyance.
 6. Any other vehicle not defined above which could not normally or regularly be used for daily transportation, including dune buggies or non-operative automobile collections or other automotive equipment not licensed for use on the highways of Virginia.
 7. No commercial truck, commercial bus, taxicabs or other commercial vehicle of any kind, boats, trailers, campers, recreational vehicles and motor homes shall be parked in any visible location on the Property without the prior written approval of the Architectural Committee. Commercial vehicles shall be deemed to include cars and vans in styles normally used for private purposes but painted with or carrying commercial advertising, logos, or business names exceeding five (5) square feet per side or containing visible commercial materials, cargo, tools or equipment on the exterior of the vehicle or that extend beyond the length or width of the vehicle. No oversized/commercial vehicle (a vehicle wider than and/or longer than a standard parking space, 21 feet maximum, any vehicle that has more than two (2) axles, or those vehicles greater than 6,000 pounds) may park on the premises. No disabled vehicle or vehicle on which current registration plates or other required permits such as inspection stickers are not displayed shall be parked on any Lot or on Common Area. The repair or extraordinary maintenance of vehicles shall not be carried out in a manner that is visible from any Lot or on the Common Areas. The Association may enforce the provisions of this Section by towing any non complying vehicle at the vehicle owner's sole risk and expense. This provision shall not preclude commercial vehicles located on the property temporarily (less than 24 hours) to provide services to the Association or a resident.

8. Any private or public school or church bus.

X. Exterior Winter Holiday Decorations - Exterior winter holiday decorations which are attractive, in good taste, and reasonable in size, number, color, and luminosity are permitted so long as such decorations are not displayed before November 15th nor remain in view after January 15th, and provided that such decorations do not conflict with any applicable design standard.

Y. Flags - In accordance with the Freedom to Display the American Flag Act of 2005 (HR. 42) signed into law on July 24,- 2006, by the President of the United States which states that Community Associations can make reasonable rules pertaining to Time, Place and Manner of displaying the American Flag, the Vint Hill Manor Homeowners Association Board of Directors hereby establishes the following rules:

Time of Display: Anytime

Place of Display: On the front of the house

Manner of Display: One flag measuring 3' by 5', displayed on a staff projecting horizontally or at an angle, from the front of the house.

Displaying Other Flags

The flags permitted under this section to be displayed in the Community are the National flag, Armed Forces flag, the Virginia State flag, or seasonal or celebratory flags such as holiday, seasonal, birthday, anniversary, etc. Only one flag at a time is permitted on a residence and it shall be promptly removed once the occasion is past. If the Board of Directors receives a written complaint that any flag displayed in the community is deemed offensive by the owner(s) of any lot, the Board shall determine if the complaint is valid and if such validity is determined the offending flag shall be removed immediately.

Z. Mailboxes must be manufactured and installed to bring a consistency to the streetscape. The standard mailbox is black USPS as manufactured by the Solar Group, size 1-1/2 that sits on a Mainstreet Mailboxes & More, Inc. #MP-215 post. The newspaper boxes shall be "Universal Newspaper Boxes" as manufactured by Janzer. The house numbers are 1¼" and are white in color. The base of the mailbox should generally be 42" above the top of the pavement. Separate rural newspaper receptacles are prohibited. All of the above noted items are available from Mainstreet Mailboxes & More, Inc., 4641-A Sudley Road, Catharpin, VA 20143) phone 703-753-5521.

AA. Rainwater Collectors

General Considerations – In this section (AA), "containers" refers to above ground, outside containers designed to collect and store rainwater for landscape watering. Below ground containers, "cisterns" are prohibited.

The design, color, and overall appearance of a container will dictate if screening is required. However, all approved containers whether screened, or not, will require adjacent landscape plantings to soften the visual impact of the container.

Size matters. To soften the visual impact to adjacent properties, containers larger than 75 gallons will not be approved. Groupings of smaller containers that present a subjectively large visual impact will also not be approved.

Specifications - Containers shall:

- * be commercially manufactured and specifically designed and sized to collect and hold residential rainwater, and shall not be a re-purposed unit such as an oil or chemical drum, or trash container.
- * be constructed from rigid plastic, resin, or a composite material.

- * be sturdy and minimally affected by freezing or other damaging weather.
- * have a manufacturer designed mosquito-proof cover or, at a minimum, a manufacturer designed mosquito-limiting built-in screen.
- * have an overflow system to direct overflow away from the residence and disperse the overflow within the confines of the homeowner's lot to avoid unwarranted drainage onto neighboring properties.
- * be located at the rear corners or at the rear of the home and utilize existing downspouts. Expected minor modifications to existing downspouts that enable a good fit to a container must be documented in the design request. Mid-side, front, or front-corner container locations are not approved.

Your Design Request – Your Request should present pictures or drawings, and catalog or other descriptions relative to the above Considerations and Specifications.

This space reserved for future A.R.C Guidelines

VI. - REMOVAL OF EXISTING STRUCTURES

A. General Considerations

The removal of any building, major addition, fence, wall, major landscaping or other natural or structural element which changes the exterior appearance of the property must be approved in writing by the Architectural Committee.

Removal of minor, less substantial additions, will not require Architectural Committee approval so long as the area is restored.

Materials must be properly disposed of outside of the boundaries of any properties of the community.

ENFORCEMENT PROCEDURES

The Declaration of the Association empowers the Association to enforce compliance with the Association's Design Standards, see Article V. The following enforcement procedures will be used to ensure the compliance.

1. A violation may be observed and reported in writing to the Conservancy by a member of the Architectural Committee, the Conservancy, the managing agent, or a homeowner. In the case of a homeowner wishing to report a potential violation, written notification may be transmitted to the Architectural Committee or managing agent.
2. The alleged violation will be confirmed by a site visit by a member of the Conservancy, a member of the Architectural Committee and/or the managing agent. Photographs of the violation will be taken and shall be kept in the Association's records, along with a written statement by the person making the site visit.
3. The Association will contact the owner in violation by letter, advising them of the violation and requesting appropriate action to remedy the violation. Notice will be sent by regular mail or be hand delivered. In the event the violation is deemed to involve an immediate emergency or where such violation, if not remedied, will increase or enhance with the passage of time, the Association shall have the right to take immediate action to correct the violation and the cost of such correction shall be borne by the owner.
4. If the violation continues for thirty days after notification to the owner in violation (or if not substantial progress is made in curing the violation, where such remedy would require more than thirty days) a second letter will be sent by regular mail or hand delivery to the owner in violation. This letter will provide notice that the violation must be remedied within fifteen (15) days from the date of mailing of the letter or alternatively, that the owner in violation must submit to the Association a written plan, including timing, for the abatement of the violation within a reasonable period of time, where such violation cannot be cured within the fifteen day period.
5. If the violation is not abated within fifteen (15) days from the date of mailing or delivery of the letter or if progress is not being made to abate such violation in accordance with a plan agreed to by the owner in violation and the Board of Directors; the Board of Directors will send the owner in violation a certified mailing informing the owner of the time and place of a formal hearing by the Board of Directors.
6. As a result of this hearing, the Association may take appropriate enforcement action permitted by the Association's Declaration or pursue its remedies at law or in equity and may proceed to refer the matter to legal counsel for appropriate action to secure compliance with the Association's legal instruments.
7. The above procedures do not preclude the Association from taking accelerated measures in the case of a violation which constitutes an emergency situation, provided that the owner in violation has been properly notified by certified mailing and that the action is consistent with the provisions of the Association's legal documents. Likewise, the Association may establish shorter notification periods for the correction of violations of the Design Standards where the homeowners shall not be disadvantaged by a shorter notification period for compliance.

DESIGN REVIEW APPLICATION
VINT HILL MANOR HOMEOWNERS ASSOCIATION

1. NAME: _____

2. PROPERTY ADDRESS: _____

3. PARCEL/LOT NO: _____

4. HOME TELEPHONE: _____ e-mail: _____

WORK TELEPHONE: _____ CELL TELEPHONE: _____

5. GENERAL DESCRIPTION OF PROPOSED CHANGE:

Provide a description of the proposed change, including the proposed reason for the change, the type and colors of materials to be used, location on the property, and any other pertinent information required to evaluate the proposed change including the name of any contractor being used and their county number. (Additional pages may be attached if needed.)

6. REQUIRED EXHIBITS AND SUPPORTING DOCUMENTATION:

The supporting exhibits or supporting documentation listed below must accompany this design review application, as applicable for the proposed change. An application submitted without all required submissions will be considered incomplete. In such case, the Architectural Committee's forty-five (45) day review period will not commence until all required submissions have been provided. In general an applicant should provide all documents and exhibits required by Fauquier County.

- i. Paint or Stain Colors - A sample and model number of the color(s) to be used must be provided, both for repainting or retaining existing improvements and for structural additions, together with a list of existing paint colors on the house or appurtenant structures which will remain unchanged.

- ii. Finish materials - A description and/or sample of all finish materials to be used for the exterior surface of proposed improvements must be provided.

- iii. Site Plan - A site plan, drawn to scale, showing the location and dimensions of the proposed improvement, including orientation with respect to property lines, unit, and adjacent dwellings units must be provided for decks, patios, storage sheds, fences, major landscape changes which require approval, and structural additions to the home.
- iv. Architectural Drawings and landscape - Detailed architectural drawings or plans must be approved for decks, storage sheds, and structural additions to the home and major landscape improvements which would change the topography of the lot or landscape plan originally provided by the builder.
- v. Photographs - The inclusion of photographs is appropriate for exterior lighting fixtures, landscaping, decorative objects and similar cosmetic additions to the unit or lot.
- vi. Other Exhibits - Other exhibits may be required to permit adequate evaluation of the proposed change. Homeowners are advised to seek guidance from the Architectural Review Committee prior to the submission of an application.

7. NOTIFICATION OF ADJACENT LOT OWNERS

A homeowner submitting a design review application is required to provide notice of the application to all owners (other than builders) whose lots immediately abut the applicant's lot or are separated from the applicant's lot by a street or common area and for whom the proposed improvement will be visible from the adjacent lots.

Proof of notice is required through the signing of the design review application by the adjacent lot owners.

8. ESTIMATED STARTING DATE OF CONSTRUCTION:
 _____(After Approval)

9. ESTIMATED COMPLETION DATE: _____

10. Owner acknowledges that he is familiar with the design review requirements and procedures for the Vint Hill Manor Homeowners Association.

11. Owner understands that the authority to perform an alteration granted by this application will automatically expire if the work is not commenced within 180 days following approval and completed within 360 day, or other time frame authorized by the architectural Committee.

NOTES

1. Owner understands that it is his sole responsibility to insure that any exterior improvement project complies with all state and county building codes; that approval of this application by the Architectural Committee in no way deals with, guarantees, or warrants that the improvements comply with such building codes, governmental regulations, or sound engineering practices; and that the Architectural Committee expressly disclaims any responsibility to bring, update or otherwise keep its Design Standards current and in conformity with pertinent building codes, regulations, or practices.
2. Before any application is considered by the Architectural Committee, the owner must submit in writing to the Committee a statement that the proposed project is consistent with state and county building codes as evidenced by his confirmation with a certified engineer or the County Building Inspections Office and that he has or will obtain all necessary permits and approvals related to the proposed project prior to commencement of work.
3. Owner understands and agrees that no work on this request will commence until written approval has been obtained from the Architectural Committee.
4. Owner further understands and agrees that any exterior alterations undertaken before written approval has been obtained is not permitted and that the owner may be required to restore property to its former condition at Owners expense if such alterations are made and subsequently disapproved in whole or in part. Further, Owner understands that any legal expense associated therewith may be the responsibility of the Owner.
5. Owner agrees to give the Architectural Committee and or Managing Agent, express permission to enter onto the Owners property at a reasonable time to inspect the proposed project, the project in progress and the complete project.
6. Owner understands that the approval is contingent upon the completion of alterations in a workmanlike manner and in accordance with the approved scope and specifications for said alterations.

Please Mail or Deliver to:

Vint Hill Manor Homeowners' Association
Architectural Review Committee Chairman
(Address and phone number can be found in the current edition of the "*Manor Monitor*" newsletter.)

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

ADJACENT LOT OWNERS
signature does not construe approval

1.	NAME _____	_____
	Please Print	Signature
	_____	_____
	Section	Lot
		Street Address
2.	NAME _____	_____
	Please Print	Signature
	_____	_____
	Section	Lot
		Street Address
3.	NAME _____	_____
	Please Print	Signature
	_____	_____
	Section	Lot
		Street Address
4.	NAME _____	_____
	Please Print	Signature
	_____	_____
	Section	Lot
		Street Address
5.	NAME _____	_____
	Please Print	Signature
	_____	_____
	Section	Lot
		Street Address
6.	NAME _____	_____
	Please Print	Signature
	_____	_____
	Section	Lot
		Street Address

AMENDED

VINT HILL CONSERVANCY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Vint Hill Conservancy Declaration of Covenants, Conditions and Restrictions is made this 15th day of July, 2002, by VINT HILL FARMS ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the Commonwealth of Virginia, herein referred to as “Declarant” and whose address is 4263 Aiken Drive, Warrenton, Virginia 20187.

RECITALS:

- R-1. On the 20th day of May, 2002, the Declarant did cause to record that Vint Hill Conservancy Declaration of Covenants, Conditions and Restrictions, dated May 8, 2002, in the Office of the Clerk of the Circuit Court of the County of Fauquier, Virginia in Deed Book 955, at Page 0002 (“the Declaration”).
- R-2. At Section 15.08 of the Declaration, the Declarant reserved the right to “modify, amend or change any of the provisions of this Declaration as Declarant may deem necessary or desirable...”
- R-3. The Declarant desires to amend the Declaration as herein provided.

NOW, THEREFORE, pursuant to and in compliance with Section 15.08 of the Declaration, the Declarant hereby amends the Vint Hill Conservancy Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 955, at Page 0002 among the land records of the Clerk’s Office of the Circuit Court of Fauquier County, Virginia as follows:

1. That Vint Hill Conservancy Declaration of Covenants, Conditions and Restrictions recorded May 20, 2002 among the land records of Fauquier County, Virginia in Deed Book 955, at Page 0002 is hereby deleted in its entirety and that Amended Vint Hill Conservancy Declaration of Covenants,

Conditions and Restrictions, attached hereto to this Amendment, is hereby recorded and substituted in lieu thereof.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by Owen W. Bludau, Executive Director of Vint Hill Farms Economic Development Authority, this 15th day of July, 2002

DECLARANT:

VINT HILL FARMS ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the Commonwealth of Virginia

Name:	By: Owen W. Bludau
Title:	Executive Director

STATE OF VIRGINIA:
COUNTY OF FAUQUIER, to-wit:

I hereby certify that on this 15th day of July, 2002 before me, a Notary Public in and for the State and County aforesaid personally appeared Owen W. Bludau known to me (or satisfactorily proven) to be the Executive Director of the Vint Hill Farms Economic Development Authority, a political subdivision of the Commonwealth of Virginia, being authorized to do so, executed the foregoing and annexed instrument for the purposes herein contained by signing the name of the said entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

AMENDED

VINT HILL CONSERVANCY

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

Prepared by: Miller and Smith
PIN #: 7915-76-9861 and 7925-07-5247

Return to: John Randolph Parks, Esq.
Walker, Jones, Lawrence, Duggan & Savage, P.C.
31 Winchester Street
Warrenton, Virginia 20186

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

VINT HILL CONSERVANCY, INC.

THIS DECLARATION is made on the date hereinafter set forth by the **VINT HILL FARMS ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as “Declarant”).

****WITNESSETH****

WHEREAS, Declarant is the owner of certain real property located in Fauquier County, Virginia, which, is more particularly described on the legal description attached hereto and made part hereof as Exhibit “A” and

WHEREAS, Declarant anticipates that the real property described on Exhibit “A” hereto will be developed as the community of Vint Hill, which community may include a mix of land uses consisting of commercial and retail facilities, various housing types, and community open space, facilities and amenities which will serve and benefit all the “Owners” (as defined below); and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the natural environment, and amenities and opportunities for contributing to a high quality of life in and to the greater benefit of the personal and general health, safety and welfare of the Owners, residents and lessees of Vint Hill.

NOW, THEREFORE, Declarant hereby declares that all of the real property described on Exhibit “A” hereto shall be subject to the covenants, conditions, restrictions and easements set forth in this Declaration. Declarant hereby further declares that the real property described on Exhibit “A” hereto, and any other real property annexed in accordance with Article 2 hereof, shall thereafter be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions and easements set forth below, which are for the purpose of protecting the value and desirability of, and which shall run with such real property and be binding on all parties having any right, title or interest in all or any portion of the real property described on Exhibit “A” hereto, and any other real property annexed in accordance with Article 2 hereof, their heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of each Owner thereof.

ARTICLE I . DEFINITIONS

1.01 “Annual Budget” shall mean and refer to the budget adopted by the Board of Directors with respect to the Common Expenses of the Conservancy In accordance with Article 5 of this Declaration.

1.02 “Annual General Assessment” shall mean and refer to its assessments levied against all the Lots to fund the Common Expenses of the Conservancy pursuant to Article 5 hereof.

1.03 “Assessment” shall mean and refer to all Annual General Assessments, Special Assessments, Sector Assessments, Sector Special Assessments and all other fees and charges, including all installments thereof, as may be levied by the Conservancy in accordance with this Declaration.

1.04 “Assessment Unit” shall mean and refer to either (i) an area of One Thousand (1,000) Square Feet of gross leasable space, or fraction thereof (rounded to the closest thousand), within a Commercial Lot, (ii) an area consisting of One Thousand (1,000) Square Feet of gross leasable space, or fraction thereof (rounded to the closest thousand), within a Retail Lot, or (iii) a single Residential Living Unit. For purposes of this Declaration there shall be deemed to be an aggregate of one (1) Assessment Unit for each One Thousand (1,000) Square Feet of gross leasable space, or fraction thereof (rounded to the closest thousand), within each Commercial Lot, one (1) Assessment Unit for each one Thousand (1,000) Square Feet of gross leasable space, or fraction thereof (rounded to the closest thousand), within each Retail Lot, and one (1) Assessment Unit for each Residential Living Unit actually constructed.

1.05 “Board of Directors” or “Board” shall mean and refer to the Board of Directors of the Conservancy, as established pursuant to the Bylaws of the Conservancy.

1.06 “Commercial Lot” shall mean and refer to any plot of land as a separate subdivided lot or parcel of record upon any recorded subdivision plat of the Property which has been subjected to this Declaration, upon which the planned or actual improvements are primarily intended for use and occupancy for non-residential office or other commercial or non-residential purposes, including, without limitation, offices and similar commercial or supporting uses. No Commercial Lot shall be counted twice in any situation where it may fall within more than one of the descriptions herein contained. The term Commercial Lot shall not include any property dedicated for public use.

1.07 “Commercial Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Commercial Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation; provided, however, that the holder of a security interest in all or any portion of a Commercial Lot shall be a Commercial Owner to the extent that such holder acquires a fee simple interest in all or any portion of a Commercial Lot as a result of a foreclosure proceeding or by a deed in lieu of foreclosure if such interest is held for purposes other than as security for the performance of an obligation.

1.08 “Common Area” shall mean and refer to all real property owned, leased or maintained by the Conservancy (including the improvements thereto) for the common use and enjoyment of the Owners. Notwithstanding the foregoing, in the event the Conservancy maintains all or any portion of any Lot(s), such property shall not be considered Common Area. Any reference herein to the term Common Area shall include Sector Common Area.

1.09 “Common Expenses” shall mean and refer to all Common Expenses, as further defined in Section 5.02 hereof.

1.10 “Community-Wide Standard” shall mean and refer to the standard of conduct, maintenance or other activity generally prevailing within the Vint Hill community. Such standard may be more specifically determined and set forth by the Board of Directors.

1.11 “Conservancy” shall mean and refer to The Vint Hill Conservancy, Inc., a nonstock, nonprofit Virginia corporation, its successors and assigns.

1.12 “Continuous Care Unit” shall mean and refer to a residential use in the Commercial or Retail Property where individuals receive service or medical assistance such as an Independent Living or Assisted Living Facility. This use is considered a Commercial or Retail use and is subject to Commercial or Retail Assessments.

1.13 “Declarant” shall mean and refer to the Vint Hill Farms Economic Development Authority, its successors, transferees and assigns provided, however, that no successor, transferee or assign of Declarant shall have any of the rights or obligations of Declarant as set forth in this Declaration unless such rights or obligations are specifically set forth in the instrument of succession, transfer or assignment, or which pass by operation of law.

1.14 “Declarant Control Period” shall mean and refer to the period of time beginning with the date of recordation of this Declaration and ending the earlier of (i) December 31, 2020; (ii) when the Declarant controls less than thirty percent (30%) of the Property; or (iii) recordation by Declarant of a written instrument among the Land Records expressing Declarant’s intention to terminate the Declarant Control Period.

1.15 “Development Plan” shall mean and refer to the plan filed with Fauquier County for the development of Vint Hill. The Development Plan is subject to change from time to time in the sole discretion of Declarant to meet the changing needs of Vint Hill, in response to changes in market conditions, or any other reason deemed necessary or desirable by Declarant.

1.16 “Fauquier County Property” shall mean and refer to real property at Vint Hill that has been transferred by the Declarant or the Department of the Interior, to the Board of Supervisors of Fauquier County, Virginia.

1.17 “Land Records” shall mean and refer to the Land Records maintained by the Clerk of the Circuit Court for Fauquier County, Virginia.

1.18 “Lot” shall mean and refer to Commercial Lots, Retail Lots and Residential Lots.

1.19 “Member” shall mean and refer to every person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who holds any class of membership in the Conservancy.

1.20 “Mortgagee” shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. “Mortgage”, as used herein, shall include deed of trust. “First Mortgage”, as used herein, shall mean a mortgage with priority over all other mortgages. As used in this Declaration, the term “mortgagee” shall mean any

mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term “institutional mortgagee” or “institutional holder” shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association (“FNMA”), Government National Mortgage Association (“GNMA”), Federal Home Loan Mortgage Corporation (“FHLMC”), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot. In the event any mortgage is insured by the Federal Housing Administration (“FHA”) or guaranteed by the Department of Veterans Affairs (“VA”), then as to such mortgage the expressions “mortgagee” and “institutional mortgagee” include the FHA or the VA as the circumstances may require, acting, respectively, through the Federal Housing Commission and the Commissioner of Veterans Benefits or through other duly authorized agents.

1.21 “Sector” shall mean and refer to any group of Lots which are designated by Declarant as constituting all or a portion of a specified Sector of Lots in this Declaration or in the Supplementary Declaration annexing Lots. The term Sector shall also mean and refer to any group of Lots designated as constituting all or a portion of a specified Sector of Lots by Declarant or the Board of Directors based on such factors as are deemed appropriate by Declarant or the Board, including, without limitation, the location and proximity of such Lots, any special features or amenities within or serving such Lots, any special services provided to or requested by the Owners and/or residents and/or lessees of such Lots, and the input of interested Owners and/or residents and/or lessees within the Property.

1.22 “Sector Assessments” shall mean and refer to assessments for those portions of the Common Expenses, if any, as may be levied against the Lots within a specified Sector in accordance with Article 6 of this Declaration.

1.23 “Sector Committee(s)” shall mean and refer to any committee comprised of the Owners and/or residents and/or lessees of Lots within a specified Sector, as may be established by the Board of Directors in accordance with Article 14 of this Declaration.

1.24 “Sector Common Area” shall mean and refer to any Common Area which is designated by Declarant as being for the primary or exclusive use and benefit of a specified Sector. The term Sector Common Area shall also mean and refer to any Common Area designated as being for the primary or exclusive use and benefit of a specified Sector by Declarant or the Board of Directors based on such factors as are deemed appropriate by Declarant or the Board, including, without limitation, the location and proximity of such Sector to the Common Area, any special features or amenities within the Common Area serving such Sector, and the input of interested Owners within the Property.

1.25 “Sector Special Assessments” shall mean and refer to any assessment levied by the Conservancy against Lots within a specified Sector in accordance with Section 6.02 of this Declaration.

1.26 “Owner” shall mean and refer to Commercial Owners, Retail Owners and Residential Owners.

1.27 “Participating Builder” shall mean and refer to a person or entity that acquires one or more Residential, Commercial or Retail Lots for the purpose of constructing improvements for sale or lease to others and who is designated as such by the Declarant.

1.28 “Property” shall mean and refer to that certain real property described on Exhibit “A” hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.29 “Residential Living Unit” shall mean and refer to any structure or portion of a structure on a Residential Lot designed and intended for use and occupancy by a single household.

1.30 “Residential Lot” shall mean and refer to any subdivided plot of land that has been subjected to this Declaration on which a Residential Living Unit is built or intended to be built. A Residential Lot may not be counted twice in any situation where it may fall within more than one of the descriptions herein contained. The term Residential Lot shall not include any property dedicated for public use.

1.31 “Residential Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Residential Lot which is included within the jurisdiction of the Assembly, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation; provided, however, that the holder of a security interest in all or any portion of a Residential Lot shall be a Residential Owner to the extent that such holder acquires a fee simple interest in all or any portion of a Residential Lot as a result of a foreclosure proceeding or by a deed in lieu of foreclosure if such interest is held for purposes other than as security for the performance of an obligation.

1.32 “Residential Sub-association(s)” shall mean and refer to a homeowners association, created by a declaration or other appropriate instrument recorded among the Land Records which subjects the Residential Lots to covenants, conditions and/or restrictions additional to those set forth in this Declaration and grants rights to such association with respect to the Residential Lots. During the Declarant Control Period, any such association shall be created only by the Declarant or with its consent.

1.33 “Retail Lot” shall mean and refer to any plot of land designated as a separate subdivided lot or parcel of record upon any recorded subdivision plat of the Property subjected to this Declaration, upon which the planned or actual improvements are primarily intended for use and occupancy for non-residential retail purposes, including, without limitation, retail stores, shopping centers, restaurants, and similar retail uses related to the sale of goods and services to consumers (but excluding commercial office purposes). No Retail Lot shall be counted twice in any situation where it may fall within more than one of the descriptions herein contained. The term Retail Lot shall not include any property dedicated for public use.

1.34 “Retail Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Retail Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation; provided, however, that the holder of a security interest in all or any portion of a Retail Lot shall be a Retail Owner to the extent that such holder acquires a fee simple interest in all or any portion of a Retail Lot as a result of a foreclosure proceeding or by a deed in lieu of foreclosure if such interest is held for purposes other than as security for the performance of an obligation.

1.35 “Special Assessment” shall mean and refer to assessments levied in accordance with Section 5.07 hereof.

1.36 “Square Footage” or “Square Feet” shall mean and refer to the gross area, measured in square feet (rounded to the nearest whole square foot), of any Lot or group of Lots, or the gross leasable or saleable square feet of any Commercial or Residential building, as indicated on the approved site plan or on the plats of subdivision for such Lots recorded among the Land Records, as amended. In the event any such site plan or the plat of subdivision shall fail to indicate the Square Footage of a Lot or Building, the applicable Square Footage of such Lot shall be determined by the Board of Directors, in its reasonable discretion, provided that the Owner of such Lot or Building shall be given reasonable notice of and an opportunity to comment on the Board’s determination.

1.37 “Vint Hill Governing Documents” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, Bylaws and Design Standards governing The Vint Hill Conservancy, Inc. as the same may be amended from time to time and such rules and regulations that may be adopted by the Board of Directors or authorized committees of the Conservancy.

ARTICLE II- PROPERTY SUBJECT TO DECLARATION

2.01 Property Subject to this Declaration. The real property which shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is described in Exhibit “A”.

2.02 Annexations. The real property described in hereto and any real property contiguous to or in the vicinity of the real property shown on the Development Plan and any real property contiguous to or in the vicinity of the real property described on hereto, may be annexed within the jurisdiction of the Conservancy by Declarant without the consent of the Members of the Conservancy during the Declarant Control Period. The scheme of this Declaration shall not, however, be extended to include any such real property unless and until the same is annexed within the jurisdiction of the Conservancy by the recordation of a Supplementary Declaration as hereinafter provided. After the Declarant Control Period, annexations of real property within the jurisdiction of the Conservancy shall require the consent of Owners representing two thirds (2/3) of the votes entitled to be cast by all the Members.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration among the Land Records, which Supplementary Declaration shall extend the scheme of the Declaration of Covenants, Conditions and Restrictions to such annexed property. So long as any Lot is encumbered by a deed of trust or mortgage which is guaranteed by the VA or insured by the FHA, no annexation shall be made pursuant to this Article, or otherwise, except following a determination by the VA or the FHA, as applicable, that the annexation conforms to a general plan for the development of the Property previously approved by the VA or the FHA, as applicable, or, if no such general plan was approved by the VA or the FHA, as applicable, except following the prior written approval of the VA or the FHA, as applicable. Any Supplementary Declaration made pursuant to the provisions of this Article may contain such complementary or supplemental additions and modifications to the Covenants and restrictions set forth in the Declaration as may be considered necessary by the maker of such Supplementary Declaration to reflect the different character or use, if any, of the annexed property. Every Owner of a Lot in the property to be annexed as provided herein shall have an easement of enjoyment in and to the Common Area, and such other rights of use as provided in Article 3 herein.

2.03 Withdrawal. Declarant may withdraw any property annexed within the jurisdiction of the Conservancy during the Declarant Control Period, provided that (i) Declarant is the Owner of such property at the time of withdrawal, or (ii) if Declarant is not the Owner of such property, Declarant withdraws such property with the written consent of the Owner thereof. Such property shall no longer be subject to the covenants and restrictions of this Declaration except for (i) any easements, rights, reservations, exemptions, powers or privileges reserved to Declarant pursuant to this Declaration which affect the property withdrawn and (ii) any other easements, rights, reservations, exemptions, powers or privileges which are expressly reserved to Declarant in the instrument effectuating such withdrawal. Such withdrawal shall be made by recording a Supplementary Declaration among the Land Records, withdrawing the effect of the covenants and restrictions of this Declaration from the property. Such property may be utilized by Declarant, or any successor, assign or transferee thereof, for any lawful purpose or use.

So long as any Lot is encumbered by a deed of trust or mortgage which is guaranteed by the VA or insured by the FHA, no withdrawal shall be made pursuant to this Article, or otherwise, except following a determination by the VA or the FHA, as applicable, that the withdrawal is not contrary to a general plan for the development of the Property previously approved by the VA or the FHA, as applicable, or, if no such general plan was approved by the VA or the FHA, as applicable, except following the prior written approval of the VA or the FHA, as applicable.

ARTICLE III - PROPERTY RIGHTS

3.01 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, including an easement for the use and enjoyment of the streets, parking areas, sidewalks and open space, if any, within and constituting the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Conservancy to charge reasonable and uniform admission and other fees for the use of the Common Area and any facilities situated thereon by Owners, their guests, lessees or invitees;

(b) The right of the Conservancy to suspend an Owner's voting rights and right to use the Common Area (i) for any period during which any Assessment against such Owner's Lot remains unpaid, and (ii) after notice and an opportunity for a hearing, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; provided, however, that the obligation of such Owner to pay Assessments shall continue unabated during such period of suspension of voting rights or right to utilize the Common Area;

(c) The right of the Conservancy to dedicate or transfer all or any part of the Common Area to any entity, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without the consent of two-thirds (2/3) of each class of Members voting at a meeting of the Members except for the following which shall not require any Members' consent: (i) granting easements which do not interfere with the intended Common Area use; (ii) dedicating Common Area to a public authority; (iii) conveying Common Area as part of boundary line adjustments with Lots; or (iv) transferring Common Area pursuant to a merger or consolidation with a nonprofit entity.

(d) The right of the Conservancy to limit the number of guests, lessees and invitees of Owners utilizing the Common Area and facilities situated thereon;

(e) The right of the Conservancy to establish uniform rules and regulations pertaining to the use of the Common Area;

(f) The right of Declarant and the Conservancy to designate all or any portion of the Sector Common Area as being for the exclusive use of the Owners and residents or lessees within a specified Sector;

(g) The right of the Conservancy to provide for the exclusive use by Owners and residents or lessees of certain designated parking spaces within the Common Area;

(h) The right of the Conservancy, Declarant, utility companies and other Owners with respect to the easements established by this Declaration;

(i) The right of the Conservancy, in accordance with its Articles of Incorporation and Bylaws, and with the consent of two-thirds (2/3) of each class of Members, to borrow money for the purpose of improving the Common Area in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to mortgage any of the Common Area;

(j) The right of the Conservancy to take such steps as are reasonably necessary to protect the property of the Conservancy against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration;

(k) The right of Declarant, as more fully set forth in Section 10.01 of this Declaration, to grant easements, to utilize reserved rights and easements, and to otherwise utilize the Common Area as it deems appropriate in connection with the development of the Property;

(l) The right of the Conservancy, acting by and through its Board of Directors, to grant easements, licenses or other rights of use of the Common Area to persons or entities that are not Members of the Conservancy for such consideration and on such terms and conditions as the Board of Directors may from time to time consider appropriate or in the best interest of the Conservancy or the Property; and

(m) The right of the Conservancy to be the lessee of any portion or all of the Common Area and the right of the Conservancy to enforce the terms of the lease with respect to such Common Area against such property and the Owners and their guests, lessees and invitees.

3.02 Limitations.

(a) Any other provision of this Declaration to the contrary notwithstanding, the Conservancy shall have no right to suspend the right of any Member of the Conservancy to use any private streets, sidewalks and open space, if any, within the Common Area for both vehicular and pedestrian ingress and egress to and from such Member's Lot.

(b) Any other provision of this Declaration to the contrary notwithstanding, the Conservancy shall have no right to suspend the right of any Member of the Conservancy to use the Common Area for necessary, ordinary and reasonable vehicular and pedestrian ingress and egress to and from such Owner's Lot or to suspend any easement over the Common Area for storm water

drainage, electrical energy, water, sanitary sewer, natural gas, CATV or similar service, telephone service or similar utilities and services to the Lots.

3.03 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws and rules and regulations of the Conservancy, such Owner's right of enjoyment to the Common Area to the members of such Owner's family, such Owner's guests, lessees, tenants, invitees, or contract purchasers who reside or work within the Property.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

4.01 Membership. Every Owner of a Lot shall be a Member of the Conservancy, and such membership shall be appurtenant to and may not be separated from ownership of the Lot.

4.02 Membership Classes: Voting Rights. The Conservancy shall have four (4) classes of voting Members, as follows:

Class A: Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Commercial Lot shall be a Class A Member of the Conservancy; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. The Class A Member or Members that own a Commercial Lot shall be entitled to cast one (1) vote for each Assessment Unit within such Commercial Lot provided, however, that if more than one (1) person or entity are the Owners of any such Commercial Lot, the vote appurtenant to that Lot shall be exercised as those persons or entities themselves determine and advise the Conservancy, but in no event shall more than the number of votes specified in this Section be cast with respect to any such Commercial Lot. Any Class A Member that leases a Commercial Lot may, in the lease or other written instrument, assign the voting rights appurtenant to that Lot to the lessee, provided that written notice of such assignment is furnished to the Conservancy.

Class B: Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Retail Lot shall be a Class B Member of the Conservancy; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Class B Member solely on account of such interest. The Class B Member or Members that own a Retail Lot shall be entitled to cast one (1) vote for each Assessment Unit within such Retail Lot; provided, however, that if more than one (1) person or entity are the Owners of any such Retail Lot, the vote appurtenant to that Lot shall be exercised as those persons or entities themselves determine and advise the Conservancy, but in no event shall more than the number of votes specified in. this Section be cast with respect to any such Retail Lot. Any Class B Member that leases a Retail Lot may, in the lease or other written instrument, assign the voting rights appurtenant to that Lot to the lessee, provided that written notice of such assignment is furnished to the Conservancy.

Class C: Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Residential Living Unit subjected to this Declaration shall be a Class C Member of the Conservancy; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Class C

Member solely on account of such interest. The Class C Member or Members that own a Residential Living Unit shall be entitled to cast one (1) vote for each Assessment Unit within such Residential Living Unit; provided, however, that if more than one (1) person or entity are the Owners of any such Residential Living Unit, the vote appurtenant to that Lot shall be exercised as those persons or entities themselves determine and advise the Conservancy, but in no event shall more than the number of votes specified in this Section be cast with respect to any such Residential Living Unit.

Class D: The Class D Member shall be the Declarant. The Class D Member shall be entitled initially to three (3) votes for each Assessment Unit in the whole Property. Class D membership shall terminate and become converted to Class A, B or C membership as the case may be upon the happening of the earlier of the following:

- (i) when the total aggregate outstanding Class A, B and C votes equal or exceed the total Class D vote;
- (ii) December 31, 2020;
- (iii) when the Declarant controls less than thirty percent (30%) of the Property;
- (iv) such earlier time as Declarant in its sole discretion, determines.

Notwithstanding the foregoing, after the Declarant Control Period has ended, in the event the Developer wishes to annex any additional properties pursuant to Section 2.02, Class D membership shall be revised with respect to all Lots owned by the Declarant on the annexed property. Class D membership shall cease and be converted to Class A, B or C membership, as the case may be, on the happening of either of the following events, whichever occurs first:

- (i) When the total aggregate votes outstanding in the Class A, B or C memberships in the annexed property equal the total votes outstanding in the Class D membership in such annexed property, or
- (ii) Seven (7) years from the date of recordation of the final Deed of Dedication or Supplemental Declaration for the last portion of such annexed property.

Any vote of the Members shall be taken without regard to class of membership except in those instances requiring the affirmative vote or approval of each class of membership in accordance with this Declaration and the Articles of Incorporation or Bylaws of the Association.

4.03 Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors elected by the Members without regard to class of membership. As long as the Developer has the status of a Class D Member, it shall have the right to appoint a majority of the number of Directors. Directors shall be elected by the Members in accordance with the Bylaws of the Association. The number of directors shall be determined in accordance with the provisions of the Bylaws of the Association.

ARTICLE V COVENANT FOR ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot by acceptance of a deed therefore, whether or not expressly stated in such deed, shall be deemed to covenant and agree to pay the Conservancy all Assessments as may be levied by the Conservancy in accordance with this Declaration. Each Assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall be a charge and continuing lien on the Lot (including all improvements thereon) against which each such Assessment is made. Each Assessment, together with interest, costs, late fees and reasonable attorneys' fees shall also be the personal obligation of the Owner of the Lot at the time the Assessment fell due. The personal obligation for delinquent Assessments shall pass to a prior Owner's successors and both parties shall be jointly liable therefor. No Owner shall be exempt from liability for Assessments by abandonment of such Owner's Lot. Fauquier County Property shall not be subject to annual or special assessments. The Board of Directors may direct the Residential Sub-associations to collect the Annual General Assessments against the Residential Lots.

5.02 Common Expenses. Unless otherwise expressly provided herein, the Common Expenses of the Conservancy shall include all costs and expenses incurred by the Conservancy in the proper conduct of its activities in accordance with this Declaration and shall include, but not be limited to:

(a) Charges for the maintenance and repair of the Common Area and any improvements thereon:

(b) Charges for the maintenance and repair of any rights-of-way. Median strips, entry strips, entrance features and improvements, including, without limitation, any landscaping and other flora situated thereon, that the Conservancy is obligated or elects to maintain pursuant to any easement, agreement or the direction of any governmental authority or agency;

(c) Charges incurred or assessments levied by governmental or quasi-governmental authorities or agencies, or imposed pursuant to agreements with such governmental or quasi-governmental agencies, in connection with improvements, services, utilities or the like, including, without limitation, charges or assessments for public road improvements and maintenance, transportation management related program or similar public or quasi-public services reasonably intended to serve or benefit the Property;

(d) Charges for the maintenance and repair of any property or facilities serving or benefiting the Property, that the Conservancy is obligated or elects to maintain, whether or not such property or facilities are owned by the Conservancy or are located within the Property, including, without limitation, any property or facilities which the Conservancy is authorized to maintain pursuant to this Declaration;

(e) Real estate taxes, utility charges, management fees, insurance premiums, attorneys' fees, audit fees, and administrative expenses;

(f) Reserves for repairs and other expenses of a non-recurring nature;

(g) Service contracts and employees' salaries;

(h) Charges accruing under any cross-easement or reciprocal easement agreements; and

(i) Such other costs and expenses as may be deemed necessary or desirable by the Board of Directors, in its sole discretion, for the administration and operation of the Conservancy.

5.03 Annual General Assessment. The Board of Directors shall from time to time set the Annual General Assessment at an amount sufficient to meet the Common Expenses of the Conservancy.

The Board of Directors shall determine the amount of the Annual General Assessment before the beginning of each fiscal year in connection with the preparation of the Conservancy's Annual Budget as provided in Section 5.05 hereof, and may do so at more frequent intervals should circumstances so require.

5.04 Allocation of Common Expenses. Except to the extent provided in Section 5.06 of this Declaration, the Common Expenses shall be allocated among the Members as follows:

(a) Class A Members. Each Class A Member's respective share of the Common Expenses for any fiscal year of the Conservancy shall be determined by multiplying the Common Expenses for that year by a fraction, the numerator of which shall be the total number of Assessment Units within such Member's Lot or Lots, and the denominator of which shall be the aggregate number of total Assessment Units within the Property subject to this Declaration.

(b) Class B Members. Each Class B Member's respective share of the Common Expenses for any fiscal year of the Conservancy shall be determined by multiplying the Common Expenses for that year by a fraction, the numerator of which shall be the total number of Assessment Units within such Member's Lot or Lots, and the denominator of which shall be the aggregate number of total Assessment Units within the Property subject to this Declaration.

(c) Class C Members. Each Class C Member's respective share of the Common Expenses for any fiscal year of the Conservancy shall be determined by multiplying the Common Expenses for that year by a fraction the numerator of which shall be the total number of Assessment Units within such Member's Lot or Lots, and the denominator of which shall be the aggregate number of Assessment Units within the Property subject to this Declaration.

(d) Class D Members. The Class D Member, as well as any Participating Builder, shall pay Assessments in accordance with Section 5.06 herein.

5.05 Preparation and Approval of Annual Budget. For each of fiscal year of the Conservancy, the Board of Directors shall prepare an Annual Budget, as follows:

(a) Annual Budget. The Board of Directors shall make a reasonable effort to prepare an Annual Budget at least thirty (30) days before the beginning of each fiscal year of the Conservancy. The proposed Annual Budget shall contain, at a minimum, an estimate of the total amount of income the Conservancy expects to receive, as well as an estimate of the Common Expenses that are expected for the coming fiscal year. The Annual Budget shall also include an amount sufficient to establish and maintain a reserve fund in accordance with Section 5.10 hereof. The Annual Budget shall be adopted by the Board of Directors; provided that all Annual Budgets must be

approved by Declarant during the Declarant Control Period. The Board of Directors shall thereafter send to each Member a copy of the approved Annual Budget on or before fourteen (14) days preceding the beginning of the fiscal year to which the Annual Budget applies, or as soon thereafter as is possible, which sets forth the amount of the Common Expenses payable by each such Member. The Annual Budget shall constitute the basis for determining each Member's share of the Common Expenses of the Conservancy. The Annual Budget and the Annual General Assessment established therein shall become effective as of the date specified by the Board of Directors, unless a special meeting of the Conservancy is called and duly held in accordance with the Bylaws of the Conservancy and at such special meeting the Annual Budget and the Annual General Assessment established therein are disapproved by the vote of Owners representing at least fifty one percent (51%) of the votes entitled to be cast by all the Members.

(b) General. The failure or delay of the Board of Directors, to prepare or adopt an Annual Budget for any fiscal year of the Conservancy shall not constitute a waiver or release in any manner of an Owner's obligation to pay Assessments as herein provided, and in the absence of any Annual Budget, each Owner shall continue to pay Assessments at the then existing rate applicable to such Owner as established for the prior fiscal year until an Annual

Budget for the current fiscal year is adopted. The Board of Directors may determine, at its discretion, to round Assessments to the nearest half dollar or whole dollar amount. Upon resolution of the Board of Directors, installments of Assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis. Any Owner may prepay one or more installments of any Assessment levied by the Conservancy without premium or penalty.

5.06 Assessment of Lots, Declarant and Participating Builders

(a) Assessment of Declarant. For the duration of the Declarant Control Period, the Declarant shall satisfy any operating budget deficit or shortage that the Conservancy may incur or experience from the date of organization of the Conservancy until the date the Class D membership terminates. Any cumulative budget surplus shall be credited against any deficit. The obligation of the Declarant to satisfy such deficit shall create a lien on the Lots or portion of the Property owned by the Declarant. Declarant is not otherwise required to pay assessments on Lots that it owns; provided, however, that Declarant shall pay full Assessments for Lots owned by Declarant upon which a dwelling or other structure has been completed and occupied by a party other than Declarant. Lots formerly owned by Declarant shall be subject to the full amount of such Assessments commencing upon transfer or conveyance of any such Lot from Declarant to any other Owner, other than a Participating Builder. Lots owned by a Participating Builder shall be assessed in accordance with Section 5.06(b).

To the extent expressly required by the federal mortgage agencies, but only for the duration of the Declarant Control Period, Declarant shall also provide funds to cover any "actual cash deficits" (defined below) in the Conservancy's operations; provided, however, that Declarant's obligation to fund such deficits hereunder during any fiscal year of the Conservancy shall not exceed one hundred percent (100%) of the Assessments that would have been applicable to Declarant's Lots during such fiscal year had they been owned by an Owner other than Declarant or a Participating Builder. For the purposes of this Section, an "actual cash deficit" is created when in any given fiscal year of the Conservancy, the income received by the Conservancy plus all accumulated working capital, minus operating expenses and reserve transfers, does not provide sufficient funds to operate the Conservancy; provided, however, capital expenses which were not contemplated by the Annual

Budget for such fiscal year shall not be subtracted from the income figure for purposes of determining whether an actual cash deficit has been created.

(b) Assessment of Participating Builders. Lots owned by Participating Builders shall be subject to a one time Assessment equal to \$150 per Assessment Unit applicable to such Lot based on the maximum FAR (ratio of total floor area to total land area) for that Lot. This one time Assessment shall be due and payable at the time the Lot is purchased by the Participating Builder. In addition, each Participating Builder shall pay full Assessments due for any Lot owned by the Participating Builder upon which a dwelling or other structure has been completed and a use permit or certificate of occupancy has been issued, or if a structure on the Lot is being used as a sales model.

5.07 Special Assessments. In addition to the Annual General Assessments authorized by this Article, the Conservancy may levy in any assessment year a Special Assessment or Special Assessments, applicable in that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or extraordinary repair of capital improvements located upon or forming a part of the Property or any facilities designed to benefit or serve the Conservancy, including any fixtures or personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate in its discretion. Any special assessment may be rescinded by a majority vote in person or by proxy, at a meeting of the Members convened within sixty (60) days of notice of the special assessment, pursuant to the Virginia Property Owners' Association Act.

5.08 Date of Commencement of Assessments: Due Dates. Except to the extent determined otherwise by the Board of Directors, the Assessments provided for herein shall commence as to all Lots subjected to this Declaration simultaneously with the conveyance of the first Lot to a Member (other than a conveyance to the Developer or a Participating Builder). The first Annual General Assessment shall be adjusted according to the number of months remaining in the fiscal year. Written notice of the Annual General Assessment shall be sent to every Owner subject thereto. If additional Lots are annexed within the jurisdiction of the Conservancy pursuant to Article 2 hereof, Assessments against such Lots shall be calculated in the same manner and due in the same number of installments as the Assessments, for the remainder of the fiscal year against Lots already annexed within the Conservancy, if any. Due dates for the Assessments shall be established by the Board of Directors.

5.09 Working Capital Contribution for Residential Lots. Declarant shall establish a working capital fund for the initial operation of the Conservancy and the residential community Sub-associations. This working capital fund shall be funded by a one-time contribution of an amount equal to three (3) times the monthly Assessment for a Residential Lot and shall be payable by the purchaser of a Residential Lot upon the earlier of settlement or occupancy of a completed structure located on any Residential Lot for which a certificate of occupancy or use permit has been issued. The working capital contributions shall be applied as follows: fifty percent (50%) of the revenue collected shall accrue to the Conservancy's working capital fund and fifty percent (50%) of the revenue collected shall accrue to the working capital fund of the residential community Sub-association in which the Residential Lot is located.

5.10 Reserves. The Conservancy shall establish and maintain a reserve fund for the maintenance, repair and replacement of any property or facilities required to be maintained by the Conservancy pursuant to this Declaration, including, without limitation, roads, storm water management facilities, or other components which require substantial periodic maintenance, repair or replacement (the "Maintenance Reserve Fund"). Such Maintenance Reserve Fund may also be established for the repair of any property, improvements or facilities that the Conservancy is obligated

or elects to maintain pursuant to any easement, agreement or the direction of any governmental authority or agency. The Board of Directors shall set the required contribution to the Maintenance Reserve Fund (the "Maintenance Reserve Fund Contribution"), if any, annually, in an amount sufficient to meet the projected reserve needs of the Conservancy. The Maintenance Reserve Fund Contribution shall be included as part of the Conservancy's Annual Budget and shall be payable as part of the Annual General Assessment to the extent such reserve fund will be utilized to replace property, improvements or facilities which are determined by the Board of Directors to benefit substantially all Owners. The Conservancy may establish such other reserve funds as the Board of Directors may from time to time consider necessary or desirable, including, without limitation, a general operating reserve. All reserve funds established by the Conservancy and the corresponding required reserve fund contribution shall be approved by the affirmative vote of a majority of the members of the Board of Directors, and by Declarant during the Declarant Control Period. The proportional interest of an Owner in any reserve fund established by the Conservancy shall be considered an appurtenance of such Owner's Lot and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Lot to which it appertains, and shall be deemed to be transferred with such Lot. The Board of Directors shall specifically ensure that the Maintenance Reserve Fund is adequately funded at all times to cover the cost of all necessary maintenance, repair or replacement of all of the roads under its control within the Conservancy. These funds shall be specifically earmarked for that purpose. In order to ensure that adequate funds are reserved for this purpose, the Board shall commission periodic inspections of all of the Conservancy's private roads at least every three (3) years and adjust the funds held in the Maintenance Reserve Fund to cover any needed or anticipated maintenance, repairs or replacement of the Conservancy's private roads.

5.11 Working Capital Contribution for Storm Water Management. Declarant shall establish a working capital fund for the initial construction and maintenance of the Conservancy's storm water management facilities. This working capital fund shall be funded by a one-time contribution of an amount equal to fifty cents (\$0.50) per square foot (as provided in Section 1.36) of the purchaser's nonresidential Lot(s). This capital contribution shall be payable by the purchaser of a nonresidential Lot on or before the settlement date for the nonresidential Lot.

ARTICLE VI- SECTOR ASSESSMENTS: COMMENCEMENT OF SECTOR ASSESSMENTS

6.01 Sector Assessments. Subject to the limitations applicable to Annual General Assessments imposed on Lots owned by Declarant and the Participating Builders pursuant to 5.06 of this Declaration, in addition to the Annual General Assessments provided for in Article 5 of this Declaration, and not in lieu thereof, each Owner of a Lot within any Sector, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Conservancy a Sector Assessment. Such Sector Assessment shall be equal to the Member's proportionate share of the sum required by the Conservancy, as estimated by the Board of Directors, to meet its annual expenses of maintaining the Sector Common Area appurtenant to such Sector (if any) and performing any other services which primarily benefit the Lots within that Sector, as determined by the Board of Directors. Such services may include, but not be limited to, the maintenance, repair and replacement of the private streets, parking areas and sidewalks, if any, and for performing such other maintenance and repairs upon the Sector Common Area or other property within or appurtenant to such Sector as the Conservancy may from time to time elect to perform, including, but not necessarily limited to, the following:

(a) The cost of maintaining, replacing and repairing the Sector Common Area (if any) or other property within or appurtenant to such Sector (and any improvements situated thereon), in whole or in part, including, without limitation, snow removal, parking area striping, street lighting, sweeping, washing, landscaping (including, but not limited to, the following: mowing, fertilizing, watering, mulching and repair or replacement of trees, bushes, shrubbery and other plants or plant-like material), specialty signage and the like; and

(b) The cost of funding a separate reserve to be established by the Conservancy for the non-recurring repair and replacement of the Sector Common Area or other property within or appurtenant to such Sector (and any improvements situated thereon), in whole or in part.

The Board of Directors shall determine the amount of the Sector Assessments annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual Sector Assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinbefore provided for in Article 6 hereof. Any Member so obligated may prepay one (1) or more installments on any annual Sector Assessment levied by the Conservancy, without premium or penalty. The Board of Directors may direct the Residential Sub-associations to collect the Sector Assessments due from the Residential Lots.

The Board of Directors shall prepare, or cause the preparation of an annual budget for the Sector Assessments for each Sector. The budget shall be prepared and distributed to the Members within such Sector and adopted by the Board of Directors of the Conservancy in accordance with the provisions of Article 5 of this Declaration. The Board of Directors of the Conservancy shall make a reasonable effort to fix the amount of the annual Sector Assessments against each Lot within each Sector within the Property for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and the annual Sector Assessments applicable thereto which shall be kept in the office of the Conservancy and shall be open to inspection by any Lot Owner within such Sector upon reasonable notice to the Board. Written notice of the annual Sector Assessments shall thereupon be sent to the Members who own Lots within such Sector. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual Sector Assessments hereunder for that or the next period shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Member so obligated from the obligation to pay the annual Sector Assessments, or any installment thereof, for that or any subsequent assessment period; but the annual Sector Assessments fixed for the preceding period shall continue until a new Sector Assessment is established. No Owner of a Lot within a Sector may exempt himself from liability for the Sector Assessments applicable to such Sector by abandonment of any Lot belonging to him within such Sector by the abandonment of his right to the use and enjoyment of the property within such Sector, including, but not limited to, the Sector Common Area.

6.02 Sector Special Assessments. In addition to the regular annual Sector Assessments authorized by this Article, the Conservancy may levy, in any assessment year, a Sector Special Assessment or Sector Special Assessments, applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, extraordinary repair or replacement of a capital improvement located upon, or forming a part of, the Sector Common Area within such Sector or other property exclusively benefiting or serving the Lots within such Sector, or for such other purposes as the Board of Directors may deem appropriate.

6.03 Reserve for Repairs and Replacements of the Sector Common Area. The Conservancy shall establish and maintain separate reserve funds for repairs and replacements (in whole or in part) of the Sector Common Area for each Sector and of other property within or appurtenant to such Sector (and any improvements situated thereon) by the allocation and payment periodically to such reserve funds of an amount to be designated from time to time by the Board of Directors to be collected from the Lot Owners within such Sector.

The reserve for repairs and replacements of the Sector Common Area within any particular Sector (and any improvements situated thereon) may be expended only for the purpose of effecting the repairs and replacement (in whole or in part) for such Sector Common Area or other property within or appurtenant to such Sector (and any improvements situated thereon) including, without limitation, the repair and replacement of any private streets, parking areas and sidewalks, if any, constructed thereon, and for operating contingencies of a non-recurring nature relating to such property and any improvements situated thereon. The Conservancy may establish such other reserves for such other purposes associated with any Sector as the Board of Directors may from time to time consider to be necessary or appropriate.

ARTICLE VII- REMEDIES OF CONSERVANCY FOR NON-PAYMENT OF ASSESSMENTS

7.01 Non-Payment of Assessments. Any Assessment levied by the Conservancy which is not paid within ten (10) days after the due date established for such Assessment by the Board of Directors shall bear interest from the due date until paid at the rate of twelve percent (12%) per year or such higher rate as the Board of Directors may establish to the extent permitted under the laws of the Commonwealth of Virginia (or such lesser sum as VA and/or FHA may specify if any Lot subject to this Declaration is then encumbered by a deed of trust or mortgage which is guaranteed by VA or insured by FHA). The Board of Directors shall also impose a reasonable late fee of at least ten (10) dollars per late installment against any Owner (and such Owner's Lot) for failure to pay any Assessment within ten (10) days after the due date for such Assessment. The Conservancy may bring an action at law against the Owner personally obligated to pay the delinquent Assessment, and/or foreclose on the lien against such Owner's Lot as may be provided under applicable law. The Owner personally obligated to pay the delinquent Assessment shall also be obligated to pay all reasonable attorneys' fees, court costs and administrative costs incurred by the Conservancy in connection with the collection of such Assessment.

7.02 Acceleration of Installments. Upon default in the payment of any Assessment, the entire balance of all unpaid Assessments for the remainder of the fiscal year shall be accelerated and declared due and payable in full, in the same manner as the delinquent portion of such Assessment.

7.03 Priority of Lien. The lien for Assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust recorded against a Lot.

Sale or transfer of any Lot shall not affect the Assessment lien; provided, however, that the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer. No sale or transfer of a Lot shall exempt such Lot or the Owner thereof from liability for any Assessments thereafter coming due or from the lien thereof. No amendment to this

Section shall affect the rights of the holder of any first mortgage on a Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

ARTICLE VIII- ARCHITECTURAL CONTROL

8.01 Architectural Change Approval.

(a) Architectural Review During the Development Period. During the Development Control Period, the Covenant Committee actually consists of two committees, the Covenant Committee (appointed by the Board of Directors) and the Initial Construction Subcommittee (the Declarant or as appointed by the Declarant). Wherever in the Vint Hill Governing Documents reference is made to the Covenant Committee, such reference shall mean the Initial Construction Subcommittee with respect to initial improvements on Lots under development. The Covenant Committee shall be composed of three (3) or more representatives appointed by the Board of Directors of the Conservancy.

(b) Initial Construction. The Declarant shall have the right to adopt all initial Design Standards for the Property and review and approve or disapprove the plans for the initial construction of any structure to be located on the Property, including without limitation the. site development plan, architectural design, architectural materials, landscaping plans, minimum square footage, non-structural improvements and general appearance, in order to ensure the quality and compatibility or style of all the improvements to be located on the Property. Such Design Standards are hereby incorporated herein by this reference and shall be enforceable as if set forth herein in full. All additions and modifications to the Design Standards during the Development period must be approved by the Declarant. In the alternative, the Declarant has the right to appoint an Initial Construction Subcommittee, consisting of at least three persons to perform such tasks or at the Declarant's sole option the Declarant may delegate such tasks to the Modifications and Rules Enforcement Committees. The Initial Construction Subcommittee may establish its own applications and procedures and may charge a fee for its review. Decisions of the Initial Construction Subcommittee are appealable to the Board of Directors. The decisions of the Covenant Committee shall be final except that any Member who is aggrieved by any action or forbearance from action by the Covenant Committee may appeal the decision of the Covenant Committee to the Board of Directors within 30 days of a final decision of the Covenant Committee and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors within thirty (30) days of such request. Failure to submit a written appeal within 30 days will automatically conclude the appeal period. A majority of the Board of Directors shall be required to reverse the decision of the Covenant Committee. The Declarant or the Initial Construction Subcommittee has the right or power to waive enforcement or grant variances from written Design Standards in a written instrument stating the variance that shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Standards, all development conforming to such variance or exception shall be deemed to comply. The Declarant may appoint the Initial Construction Subcommittee during the Development Period. After the Development Period ends, if the Declarant does not delegate its powers hereunder to an Initial Construction Subcommittee or the Modification and Rules Enforcement Committees, then the Declarant may perform the functions of the Initial Construction Subcommittee. All costs and expenses of the Initial Construction Subcommittee not covered by application fees shall be deemed a Common Expense.

(c) Modifications and Rules Enforcement. Review of the plans for any additions, alterations or modifications to the exterior of existing improvements located on the Property and possible violations of the Vint Hill Governing Documents and rules and regulations by an Owner, shall be conducted by the Covenant Committee in accordance with Section 8.01.

(d) No building, fence, sign, deck, wall, mailbox or other structure or improvement of any kind shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including, but not limited to, changes in color, changes or additions to driveways, parking areas or walkway surfaces and landscaping modifications) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Covenant Committee. In the event the Covenant Committee fails to approve or disapprove any design and location within forty-five (45) days after the plans and specifications for such design and location have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Approval by the Covenant Committee shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed, nor shall such approval be substituted in lieu of applicable governmental approvals and permits or be deemed to constitute a determination as to compliance with local zoning ordinances, governmental guidelines or restrictions. The Covenant Committee shall have the right to charge a reasonable fee for reviewing each application in an amount not to exceed the costs actually incurred by the Covenant Committee. Any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and the addition, change or alteration may be required to be restored to the original condition at the Owner's cost and expense. In any event, no such exterior addition to or change or alteration shall be made without approvals and permits therefore having first been obtained by the Owner from the applicable public authorities or agencies. In addition, no changes, alterations or additions may be constructed which are not in compliance with local zoning ordinances, governmental guidelines or restrictions. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article 8 shall not be applicable to Declarant or any part of the Property owned by Declarant or Fauquier County. The provisions of 8.01 through 8.04 of this Declaration shall not be applicable with respect to any initial improvements constructed by a Participating Builder which have been approved by the Declarant.

8.02 Initiation and Completion of Approved Changes. Construction or alterations in accordance with plans and specifications approved by the Covenant Committee pursuant to the provisions of this Article shall be commenced within six (6) months of such approval and completed within twelve (12) months of such commencement. In the event Construction is not commenced within the period aforesaid, then approval of the plans and specifications shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Covenant Committee without the prior consent in writing of the Covenant Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Covenant 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.

8.03 Certificate of Compliance. Upon completion of any construction or alterations or other improvements or structures in accordance with plans and specifications approved by the Covenant Committee in accordance with the provisions of this Article, the Covenant Committee shall, at the request of the Owner 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 Covenant Committee in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

8.04 Covenant Committee Rules and Regulations: Appeal of Covenant Committee Decision. The Covenant Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications W be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, 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 decisions of the Covenant Committee shall be final except that any Member who is aggrieved by any action or forbearance from action by the Covenant Committee may appeal the decision of the Covenant Committee to the Board of Directors within 30 days of a final decision of the Covenant Committee and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors within thirty (30) days of such request. A majority of the Board of Directors shall be required to reverse the decision of the Covenant Committee.

8.05 Governmental Approval. Notwithstanding anything contained in this Article 8 to the contrary, proposed architectural changes shall be subject to the laws of any governmental body, including Fauquier County, with jurisdiction over the Property. Approval of proposed architectural changes by the Covenant Committee does not obviate the need for any applicable Fauquier County permit or approval.

8.06 Residential Sub-associations. The Covenant Committee may delegate to the Residential Sub-associations the responsibilities described above with respect to the Lots subject to such Sub-association. However, the Covenant Committee has the right to enforce its design standards or the provisions of this Article in the event in the opinion of the Covenant Committee, the Sub-association has failed to do so.

ARTICLE IX - USE RESTRICTIONS: PROTECTIVE COVENANTS

In addition to all other covenants contained herein the use of the Common Area and the Lots are subject to the following:

9.01 Prohibited Uses and Nuisances. Except for the activities of Declarant during the construction and development of the Common Area, or except with the prior written approval of the Board of Directors of the Conservancy, or as may be necessary in connection with reasonable and necessary repairs or maintenance upon the Common Area:

(a) Permitted Uses. No Lot shall be used for purposes other than those for which such Lot is zoned and designed and which are permissible under local zoning ordinances and no Single Family Residential Lot or dwelling unit shall be used for any purpose other than residential use without the prior written approval of the Board of Directors. The Board's approval of other uses may be conditioned or withheld at the Board's discretion. Notwithstanding the foregoing, nothing in the Vint Hill Governing Documents shall be construed to prohibit the Declarant from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Area for promotional, marketing, display or customer service purposes (such as visitors'

center) or for the settlement or sales of Lots. Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased to the Declarant (or any other Lot with the permission or the Owner thereof) and on any portion of the Common Area, to the extent permitted by law. The Declarant may assign its rights under this subsection to or share such rights with one or more other Persons who are Builders or agents of Builders, exclusively, simultaneously or consecutively with respect to the Common Area and Lots owned or leased by the Declarant or such Persons.

(b) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot or on the Common Area.

(c) No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose without the prior written approval of the Board of Directors, which shall not be unreasonably withheld. If the Directors approve any Lot for subdivision, the Member owning the lot to be subdivided shall be solely responsible, at his own cost, for the Fauquier County subdivision process and for insuring that the subdivided parcel is provided with necessary public highway access and public utilities. Any subdivided parcel shall automatically become a Member of the Vint Hill Conservancy and be bound by its covenants, conditions and restrictions. The Member creating the subdivision shall include this requirement in any subsequent deed of conveyance, and the subdivision shall include this requirement in any subsequent deed of conveyance, and the requirement will survive closing. The provisions of this subsection shall not apply to Declarant or the Participating Builders or Fauquier County Property and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Conservancy, Declarant, the Participating Builders or any other person for any purpose.

(d) No water pipe, sewer pipe, gas pipe, drainage pipe, cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground and no wire, cable or other similar transmission line may be attached to the exterior of any structure on any Lot.

(e) No structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard the direction or flow of any drainage channels.

(f) No Member shall make any private, exclusive or proprietary use of any portion of the Common Area and no Member shall engage or direct any employee of the Conservancy on any private business of the Member during the hours such employee is employed by the Conservancy, nor shall any Member direct, supervise or in any manner attempt to assert control over any employee of the Conservancy.

(g) No Waste. Nothing shall be done or kept on the Property which will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses without the prior written approval of the Board of Directors; including without limitation any activities which are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Property.

(h) Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relative to any portion of the Property shall be complied with, by and at the sole expense of the Owner, the Association, the Declarant or any Subassociation, whichever shall have the obligation for the Upkeep of such portion of the Property, and if the Association, then the cost of such compliance shall be a Common Expense, Limited Common Expense or Recreational Facilities Expense, as appropriate.

(i) Harmful Discharges. There shall be no emissions or dust, sweepings, dirt, cinders, odors, gases or other substances discharged into the atmosphere (other than normal residential chimney or outdoor grill emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground, sewer or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of the occupants of the Lots.

(j) Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any Person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property.

(k) Obstructions. No Person shall obstruct any Of the Common Area or trails or otherwise impede the rightful access of any other Person on any portion of the Property upon which such Person has the right to be. No Person shall place or cause or permit anything to be placed on or in any portion of the Common Area, trails or Landscape Easement Area without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Area except with the prior written approval of the Board of Directors or the Declarant during the Development Period.

(l) Association Property. The Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Area, if any, shall be used only for their intended purposes. Except as otherwise expressly provided in the Vint Hill Governing Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area (except those areas, if any, designated as Limited Common Area or Reserved Common Area) without the prior written approval of the Board of Directors, and then only on a temporary basis.

(m) Signs. Except for such signs as may be posted by the Declarant or a Builder (as permitted by the Declarant) for promotional or marketing purposes or by the Association, no signs of any character shall be erected, posted or displayed that does not comply with Design Standards without the prior written approval of the Covenant Committee. Commercial signs shall be permitted on nonresidential Lots in compliance with the Conservancy's Design Standards and any applicable County laws. See Section VI of the Vint Hill Conservancy Design Standards.

(n) Trash. Trash storage and collection shall be in accordance with the Rules and Regulations. Except in connection with construction activities, no open burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. No Lot shall be used as a dumping ground for trash and rubbish. Trash containers shall not be permitted to remain in public view from the Common Area or another Lot except on days of trash collection. The Board of Directors may determine to negotiate a trash service contract on behalf of some or all of the Owners, the cost of which shall be a Common Expense or a Limited Common Expense, as appropriate. No incinerator shall be kept or maintained upon any Lot without the prior written approval of the Board of Directors.

(o) Landscaping: Utility Lines. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or private streets and roadways. Pavements, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction of flow of any drainage channels. Otherwise, the installation of such materials within utility easements shall be permitted. Except for hoses, temporary lines and the like which are reasonably necessary in connection with construction activities; no water pipe, sewer pipe, gas pipe, drainage pipe, television or telephone cable, electric line or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground except for those located in easements existing prior to the recordation of this Declaration or as approved by the Declarant, during the Development Period, or the Board of Directors thereafter.

(p) Temporary Structures. No structure of a temporary character, and no temporary trailer, tent, shack, barn, pen, kennel, run, stable or other temporary accessory building shall be erected, used or maintained on any Lot except in connection with construction or marketing activities by the Declarant or a Builder (as permitted by the Declarant) without the prior written approval of the Covenant Committee.

(q) Cutting Trees. No live trees with a diameter in excess of six (6) inches, measured twenty-four (24) inches above ground, or more than fifteen (15) feet in height, nor trees in excess of two (2) inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than twenty percent (20%) gradient or marked "no cut" areas on approved site plans may be cut without the prior approval of the Covenant Committee unless necessary to construct improvements based on plans previously approved by the Covenant Committee. Further, no live trees planted by the Declarant or a Builder to comply with the Fauquier County ordinances shall be cut without the prior approval of the Covenant Committee.

Removal or damage to designated "to be saved" trees and hedgerows as shown on the approved subdivision plan must be replaced with like kind plant material. Replacement trees can be transplanted or new material planted to reestablish the character prior to disturbance. It is expressly understood that builders are required to replace all damaged or removed trees, which are deemed to be "saved" with minimum 3" caliper shade or canopy trees although larger trees may be required to reestablish the character of the area.

Trees to be preserved should receive proper care before, during and after construction. Crown thinning respecting the growth habit of the trees, root pruning, fertilization and a watering program may be required in order to ensure the health of trees to be preserved. For significant specimen trees, an arborist should be consulted for direction on appropriate measures to be undertaken.

Street trees provide each neighborhood street or cul-de-sac with one singular shade/canopy street tree type as noted in the list of Recommended Trees in the Appendix. If the street is an extension of an existing street, street trees shall be the same genus, and species as those on the existing street. Where multiple streets are being planted with Street trees, different tree selections shall be provided in order to provide diversity of species for the prevention of spread of disease, and to promote an individual identity for each street. At intersections, the street tree for the principal street should be given preference in cases of conflict.

Street trees shall be spaced no further apart than 40 feet on center (o.c.) with a preferred spacing of 35 feet on center. Street trees shall be evenly spaced around the perimeter of cul-de-sacs. Street tree spacing should be adjusted around driveways and utility obstructions so as to provide the appearance of evenly spaced trees within the dimensional range above; trees must also be located so they do not obstruct vehicular sight distances and triangles at intersections and driveways. In traditional design areas, matching the street trees opposite each other where possible is preferred. Where streetlights are provided, street tree locations must be coordinated such that the streetlight is located halfway between the street trees to minimize the conflicts between the trees and lights.

All street trees shall be a minimum of 3” caliper and shall be specimen quality matched trees of a species identified in the list of Recommended Trees contained in the Appendix. Street trees shall be limbed up to prevent damage from passing automobiles.

Street trees shall be pruned and maintained in a manner that enhances their natural growth habits and form. Unless part of the original design intent for a particular, special place within the community, street trees shall not be topped, pleached, or pruned into geometric shapes (including round spheres and rectangular shapes).

(r) Vehicles. Except in connection with construction activities, no commercial trucks or vans (exceeding 18-1/2 feet in length and/or 1-1/2 tons empty weight), or trailers, campers, recreational vehicles, boats or other large vehicles, including grounds maintenance equipment, may be parked overnight on any portion of the Common Area or any portion of a Lot or any public right of way adjacent to the Property, unless: (i) within an enclosure that is built into a Commercial building, (ii) screened from view from another lot, public street, or Common Area, or (iii) expressly permitted by the Board of Directors in writing and only within an enclosure or unless expressly permitted by the Board of Directors in writing and only in such parking areas or locations or for such time periods (if any) as may be designated by the Board for such purpose. Parking of all such vehicles and related equipment, other than on a temporary (not exceeding twenty-four hour) and non-recurring basis, shall be in locations approved by the Board of Directors. No tractor-trailers, or any part thereof, shall park on the Property overnight without the expressed, written consent of the Board of Directors. No recreational vehicles, trailers or snowmobiles may be operated or stored on the Property. Only properly licensed and registered vehicles may be operated and parked on the Property. No junk or derelict vehicle or other vehicle that does not display current registration plates and current state inspection permits shall be kept upon any portion of the Common Area or any portion of a Lot. Vehicle repairs are not permitted in any area visible outside of the building in which such repairs are made. The parking and maintenance of vehicles on nonresidential Lots shall be subject to reasonable

rules and regulations adopted by the Board of Directors. No motor vehicles shall be driven on trails or unpaved portions of the Common Area, except such vehicles that are authorized by the Board of Directors as needed to maintain, repair or improve the Common Area or trails. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

(s) Animals. The maintenance, keeping, boarding or raising of animals, livestock, or poultry regardless of number, is prohibited on any Lot or upon the Common Area, except for (i) the keeping of guide animals and reasonable number of orderly domestic pets (e.g. fish, nonpoisonous reptiles, dogs, cats, or caged birds), not to exceed two pets which can regularly leave the Lot, subject to the rules and regulations adopted by the Board of Directors. Such pets or animals shall not be kept or maintained for commercial purposes or for breeding. Any pet or animal causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon fourteen days written notice from the Board of Directors. Animals shall not be permitted upon the Common Area except for orderly domestic pets accompanied by someone who can control the animal and unless carried, leashed, or under other positive control. Animal droppings shall be cleaned up by the Owner responsible for the animal being on the Property. If an animal's owner falls to clean up after his or her pet or fails to comply with leash laws or the requirements of the Vint Hill Governing Documents, the animal in question may be permanently removed from the Property upon fourteen days written notice from the Board of Directors and charges may be levied against the responsible party as allowed by law. Any Owner who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Conservancy, each Owner and Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Property. All animals shall be registered and inoculated as required by law. In addition, subject to the prior written approval and regulation of the Board of Directors, lab animals acceptable to the Board of Directors may be maintained indoors on nonresidential Lots for the purpose of conducting scientific experiments. This provision shall not be construed to prohibit the operation of a pet store within a Retail Lot, subject to the prior written consent of the Board of Directors and the reasonable regulation by the Board of Directors of the types of animals permitted to be housed and sold therein. The appropriate governmental authorities shall have an easement and right of access across the Property to enforce local animal control laws and ordinances.

(t) Hunting. No hunting or trapping of any kind shall be permitted without the prior written approval of the Board of Directors. No discharge of any weapon, firearm, or hunting device shall be permitted.

(u) Mining. No Lot shall be used for the purposes of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board of Directors.

(v) Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting Design Standards or approved by the Covenant Committee are permitted.

(w) Lighting. No exterior lighting shall be directed outside the boundaries of a Lot except for required street and parking lot lighting; typical residential flood lights directed toward the dwelling shall be permitted. See Section V of the Vint Hill Conservancy Design Standards.

(x) Clothes Drying Equipment. No exterior clotheslines or other clothes drying apparatus shall be permitted, unless approved in writing by the Covenant Committee. It is

initially contemplated that no exterior clotheslines or other exterior clothes drying apparatus will be permitted.

(y) Timeshares. No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, cooperators, licensees or timesharing participants.

(z) Garages. No garages shall be converted to living spaces or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the Covenant Committee.

(aa) Professional Offices on Residential Lots. No Residential Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other nonresidential purpose; provided, however, that an Owner may maintain an office or home business in the dwelling if: (i) such office or business does not generate a significant number of visits or unreasonable parking usage (as determined by the Board of Directors) by clients, customers or other persons related to the business; (ii) no equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the Property outside of an approved enclosure; and (iii) such Owner has obtained approvals for such use as may be required by the appropriate local governmental agency. As a condition to such use, the Board may require the Owner to pay any increase in the rate of insurance or other costs.

(bb) Flags. The Board of Directors is authorized and reserves the right to regulate the type of flags which may be displayed on the property, including the right to prohibit the display of flags on the Property or the right to require the removal of flags that the Board of Directors deems inappropriate in its sole discretion. The Board of Directors is also authorized to regulate, restrict or prohibit the erection and placement of flagpoles on the Property and reserves the right to do so in its sole discretion.

9.02 Leasing and Transfers.

(a) All leases shall contain provisions advising the lessee of his/her/its obligation to comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Conservancy, and provide that the Conservancy shall have the right to terminate the lease upon default by the tenant or lessee in observing any of the provisions of this Declaration, the Bylaws or rules and regulations of the Conservancy, or of any other document, agreement or instrument governing the Property. The Board of Directors may request a copy of the lease and the Owner shall provide same. The Owner(s) of a rented or leased Lot shall be jointly and severally liable with his tenant(s) or lessee(s) to the Conservancy to pay any claim for injury or damage to persons or property caused by any action or omission, including, without limitation, the negligence of the tenant(s) or lessee(s). Every lease shall be subordinate to any lien filed by the Conservancy, whether before or after such lease was entered into.

(b) Prior to the sale, conveyance or transfer of any Lot to any person, the Owner shall notify the Board of Directors in writing of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made and provide to it such other information as the Board of Directors may reasonably require. Failure to comply with the provisions of this Section shall not void, prohibit or otherwise invalidate the sale, conveyance or transfer of any Lot nor may it have any affect upon any mortgage or deed of trust thereon.

(c) No Single Family Residential Lot or any portion thereof shall be used or occupied for revolving use, transient or hotel purposes or in any event leased for an initial period of less than six months. No portion of any dwelling (other than the entire dwelling or an Accessory Unit) shall be leased for any period; provided, however, that a reasonable number of roommates is permitted. No Owner of a Single Family Residential Lot shall lease a Lot other than on a written form of lease.

9.03 Parking.

(a) The Board of Directors shall be entitled to establish supplemental rules concerning parking on any portion of the Common Area and Lots, including, without limitation, providing for the involuntary removal of any vehicle violating the provisions of this Declaration and/or such rules and regulations adopted by the Board of Directors, after reasonable notice (3 days) and an opportunity to cure. The notice shall include the citation of the provision(s) of the Vint Hill Governing Documents that have been violated.

(b) Declarant, its successors and assigns, and its nominee or nominees and any agents, servants and/or employees thereof shall be exempt from the provisions of this Section.

9.04 House Rules. Etc. There shall be no violation of any reasonable rules for the use of the Common Area, "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Conservancy and promulgated among the membership by the Board in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules and regulations.

9.05 Exemptions. None of the foregoing restrictions shall be applicable to (i) improvements constructed by or to the activities of Declarant and the Participating Builders (with consent of Declarant), and their respective officers, employees, agents and assigns, in their development, marketing, leasing and sales activities within the Property, or (ii) to the Conservancy, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Area and any facility situated thereon.

9.06 Additional Use Restrictions and Protective Covenants. During the Declarant Control Period, the Board of Directors may adopt such additional use restrictions and protective covenants, as are consistent with the Development Plan, as may be deemed necessary or appropriate by the Board, in its sole discretion. No such additional use restrictions or protective covenants shall adversely affect the value of any Owner's Lot, impair existing use, substantially increase the financial obligations of any Owner or reserve any additional or special privileges for Declarant not previously reserved, without the prior written consent of the affected Owner(s) and all owners of any mortgage(s) encumbering the Lots owned by the affected Owner(s).

ARTICLE X - DECLARATION OF EASEMENTS AND RIGHTS

10.01 Declaration of Easements and Rights. The following easements and rights are hereby declared or reserved:

(a) There is hereby reserved unto Declarant during the Declarant Control Period (and its successors and assigns to whom such easement has been specifically assigned in writing), for the benefit of the real property shown on the Development Plan, and for the benefit of Declarant and its agents, a blanket easement upon, across and under the Property (provided such easement does not encroach upon any building or known planned future use or improvement within the Property or unreasonably interfere with the use and enjoyment of the Property), for vehicular and pedestrian ingress and egress, curb cuts, slope, or grading easements, as well as for the installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, cable television, telephones and electricity, and further including the right to connect to and use any such utilities which may exist or be located upon the Property from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles, pipes, lines and other equipment on the Property, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property. There is further reserved unto Declarant the right to erect entry features, promotional and other similar items within the Property provided they do not unreasonably interfere with the use, operation and enjoyment of the Property. There is further reserved unto Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities, utility companies and the Conservancy, over any part of the Property owned by Declarant in furtherance of the blanket easement created by this subsection.

(b) Specific Development Easement Areas. The Declarant hereby reserves to itself and to its successors and assigns, and also grants to the Association, the right to grant and reserve easements, rights-of-way and licenses over and through: (i) the Common Area; (ii) all common area or common elements in any Subassociation for any purpose necessary or desirable for the orderly development of the Property.

(c) Declarant also reserves the right to enter onto the Property for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property or the improvements thereon. There is further reserved unto Declarant and its agents a non-exclusive easement over, across and through all of the Common Area for the purpose of access, the storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the development, construction, rehabilitation and repair of the Property.

(d) Easement to Facilitate Sales. The Declarant hereby reserves to itself, its successors and assigns and also grants to each Builder the right to: (i) use any Lots owned or leased by the Declarant or such Builder, any other Lot with written consent of the Owner thereof or any portion of the Common Area as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas (provided, however, that the Declarant or Builder, as applicable, shall remain responsible for the operating expenses of any portion of any improvements on the Common Area used exclusively for the foregoing purposes); (ii) place and

maintain in any location on the Common Area and each Lot within fifteen feet of any lot boundary line abutting a public right-of-way or a Private Street and Roadway, trails, paths and sidewalks, street lights, street and directional signs, temporary promotional signs, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features or to grant easements for the Upkeep of any of the foregoing; and (iii) relocate or remove all or any of the above from time to time at the Declarant's or Builder's, as appropriate, sole discretion. The Association is hereby granted an easement to perform the Upkeep of any permanent structure or landscaping installed under (ii) above.

(e) Limitations on a Builder. Any Builder's rights hereunder are specifically limited to the portion of the Property being developed by such Builder. Such easement shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Property. Each Builder shall be required, in connection with the development of the portion of the Property which is owned by such Builder, to comply with the standards to be adopted by the Declarant to ensure an orderly and uniform development scheme for the Property.

(f) Release of Bonds. The Declarant hereby reserves to itself and its successors and assigns an easement and a right to grant and reserve easements or to vacate or terminate easements across Common Area and the common area or common elements in any Subassociation as may be required by any governmental agency or authority or utility company in connection with the release of bonds or the acceptance of streets for public maintenance with respect to the Property and the Additional Land.

(g) During the Declarant Control Period, Declarant reserves a blanket easement and right on, over and under the Property to establish, maintain, change and correct drainage of surface or subsurface water in order to maintain reasonable standards of health, safety and appearance; provided, however, that Declarant shall not impair, impede or cause damage to existing known planned improvements located or intended to be located on any Lot. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which Declarant shall restore the affected property to its original condition as near as practicable. Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of Declarant an emergency exists which precludes such notice. During the Declarant Control Period, there is further reserved unto Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this subsection.

(h) The rights and duties with respect to sanitary sewer and water, storm drains, downspouts, yard drains, cable television, electricity, gas and telephone lines and facilities shall be governed by the following:

(i) Whenever sanitary sewer and water storm drains, downspouts, yard drains, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot and the Conservancy shall have the right, and are hereby granted an easement to the extent necessary therefore, to enter upon or have a utility company enter upon any portion of the Property in which said installations lie, to repair, replace and generally maintain said installations.

(ii) The right granted in subsection (i) above shall be only to the extent necessary to entitle the property of the Owner or Conservancy serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(iii) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Conservancy, the matter shall be submitted to its Board of Directors, or its designated committee, who shall decide the dispute, and the decision of the Board, or its designated committee, shall be final and conclusive as to the parties.

(iv) Each Lot is hereby subject to an easement upon and across such Lot for the drainage and discharge of water from any storm drain or downspout situated on another Lot and the Owner of such Lot may not alter or obstruct such drainage or flow of water to the detriment of any Lot or the Common Area.

(i) With respect to any downspout or yard drain or other similar structure that may benefit any Lot and is constructed by Declarant or a Participating Builder and which may encroach upon any portion of the Common Area, there is hereby reserved for the benefit of the Lot that such step, patio, deck, downspout, drain or other structure serves, a perpetual easement for the location, maintenance, repair and use of such structure or items within the Common Area, but only to the extent that Declarant's or a Participating Builder's original construction thereof encroaches within the Common Area. The Owner of the Lot benefiting from such easement agrees to maintain such structure or item and to indemnify and hold the Conservancy harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.

(j) Easement for Upkeep. The Association, the managing agent and any other Persons authorized by the Board of Directors, are hereby granted the right of access over and through any portion of the Property (excluding the interior of any building), in the exercise and discharge of their respective powers and responsibilities, including without limitation to make inspections, correct any condition originating in a Lot or in the Common Area threatening another Lot or the Common Area, correct drainage, perform installations or upkeep of utilities, landscaping or other improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates the Vint Hill Governing Documents. Each Owner shall be liable to the Association for the cost of all Upkeep performed by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with the Vint Hill Governing Documents for which such Owner is responsible pursuant to Section 15.05, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with Sections 5.01, 5.02 and 15.05.

(k) A mutual right and easement for utility services is hereby established for the benefit of all Owners, such that no Owner shall take any action which would in any way interfere with utility services being provided to other Owners within the Property. If a Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Property, then the Owner of such Lot shall promptly, at his expense, repair any damage to such utilities caused by the Owner, or such Owner's tenants, lessees, agents, guests, invitees, licensees or family members.

(l) Declarant reserves the right to modify or alter the size, number, type and location of the Common Area and Lots, as well as the improvements thereon, as it deems necessary or desirable in conjunction with the development of the Property. Without limiting the generality of the foregoing, Declarant reserves the right to resubdivide all or a portion of the Property, to modify the site plans, to construct improvements on the Common Area, and to take whatever other action with respect to the Common Area and the Lots as Declarant may deem necessary or desirable.

(m) The Conservancy shall have an easement to enter any portion of the Property for the performance of its duties hereunder including, without limitation, fenced, or other similar areas of the Property. The interior of any structure situated on a Lot may not be entered by the Conservancy or its agents or employees except in the case of an emergency to protect the Common Area, other Lots or persons from injury or damage.

(n) The Conservancy, its agents and employees, shall have an irrevocable right and an easement to enter the Lots for the purposes of exercising the rights and fulfilling the obligations established by this Declaration and any Supplementary Declarations recorded hereafter. The interior of any structure situated on a Lot may not be entered by the Conservancy or its agents or employees except in the case of an emergency to protect the Common Area, other Lots or persons from injury or damage.

(o) The Conservancy is hereby granted a non-exclusive easement and right of passage on, through, over and across the Lots and the Common Area to maintain, repair and replace any storm water management area or facilities situated within the Lots or Common Area including, without limitation, ponds, basins, storm drainage pipes, inlets, oil grit separators, drainage areas and underground facilities, if any.

(p) The Conservancy is hereby granted a non-exclusive easement and right of passage on, through, over, under and across the real property shown on the Development Plan to maintain, repair and replace any entrance features and improvements (and the property upon which such entrance features and improvements are located) that are constructed or installed by Declarant or a Participating Builder and that are situated within or appurtenant to and serving the Property.

10.02 Conservancy Easements. The Board of Directors of the Conservancy shall have the right to grant easements, rights-of-way, licenses and similar interests over any part of the Common Area for any lawful purpose which the Board determines, in its sole discretion, to be in the best interests of the Conservancy. Further the rights reserved unto the Declarant, as set forth in this Article 10, shall pass to the Board of Directors of the Conservancy upon the expiration of the Declarant Control Period. The Conservancy specifically reserves an easement and right of way {as shown on the plats and plans] over the land appurtenant to the roadways running through the Conservancy within the first sixty (60) feet of the Lots for the purpose of maintaining the landscaping appurtenant to the Conservancy roadways.

10.03 Roadway Dedication. The Board of Directors of the Conservancy shall dedicate any roads within the Conservancy (including any roads within associations located within the Conservancy) to the Virginia Department of Transportation (VDOT) upon request by VDOT. The Board of Directors of the Conservancy shall have the right and is authorized to dedicate any Roadway to VDOT. Any such dedication by the Board of Directors shall not be subject to lender consent or to the consent of any Lot Owner. Upon any such dedication of a Roadway to VDOT, VDOT shall take responsibility for the maintenance, repair and replacement of such Roadway.

ARTICLE XI- MAINTENANCE

11.01 Owners' Maintenance. Except as otherwise specifically provided in this Declaration, each Owner shall keep each Lot owned by such Owner, and all improvements therein or thereon, in good order and repair and free of debris in a manner and with such frequency as is consistent with good property management and the Community-Wide Standard. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon, the Conservancy or its agent shall have the right to enter upon said Lot to repair, maintain and restore the Lot and any improvements erected thereon. The Conservancy shall also have the right to enter the Lots to correct drainage. Whenever entry is not required in an emergency situation, the Conservancy shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. All costs related to such correction, repair or restoration, plus an Assessment of fifteen percent (15%) of such costs to cover the Conservancy's administrative expenses, shall be collectible from the Owner of such Lot in the same manner as Assessments as provided in this Declaration.

11.02 Conservancy Maintenance.

(a) The Conservancy shall maintain, repair and replace the Common Area and shall keep the Common Area in good order at all times. This obligation shall include, without limitation, the following: (i) maintenance, repair and, as necessary, replacement of the parking areas, if any, within the Common Area, (ii) maintenance, repair and, as necessary, replacement of any sidewalks that are constructed or installed by Declarant or a Participating Builder within the Common Area and/or Lots, provided that the Conservancy shall not be obligated to maintain, repair or replace any sidewalk leader within a Lot or Common Area that may reasonably be deemed to serve or benefit only that Lot. The Conservancy shall maintain, repair and replace any rights-of-way, entry strips, landscaping, entrance features or improvements (and the property upon which such entrance features and improvements are located) that are constructed by Declarant or a Participating Builder and that are situated within or appurtenant to and serving the Property including, without limitation, any landscaping and other flora situated thereon. The Conservancy shall also maintain, repair and replace any real and personal property, facilities and equipment for which the Conservancy is responsible pursuant to any lease, easement or agreement, or the direction of any governmental authority or agency. The expenses of all such maintenance, repairs and replacement shall be a Common Expense of the Conservancy, including, but not limited to, any reserves as may be established by the Board. The Conservancy shall also maintain any portion of any Lot that it is obligated to maintain pursuant to this Declaration, or any easement or other agreement.

(b) The Conservancy shall be responsible for the maintenance, repair and replacement of any storm water management area or facilities situated within the Common Area, including, without limitation, ponds, basins, storm drainage pipes, inlets, oil grit separators, drainage areas and underground facilities, if any. The Conservancy shall also be responsible for the maintenance, repair and replacement of any storm water management area or facilities which serve and/or benefit the Property whether or not located within the Common Area if the Conservancy is responsible therefore pursuant to any easement, agreement or the direction of any governmental authority or agency. Such responsibility may be in the form of contributing the Conservancy's share of the maintenance costs of any storm water management area, facility or equipment pursuant to an easement or agreement which shall be a Common Expense of the Conservancy. Lot Owners shall not construct storm water management facilities on any Lot within the Conservancy. The Board of Directors may enter into any such easements and/or other agreements as the Board may deem necessary or desirable for purposes of allocating and/or sharing the costs associated with the

maintenance of any storm water management areas, facilities and/or equipment which serve and/or benefit the Property. The Conservancy shall not refuse to accept the conveyance of any such storm water management area, facilities or equipment from Declarant.

(c) The Conservancy reserves to itself the right to and may, but is not required to, assume responsibility for maintaining the landscaping located within the Conservancy easement appurtenant to the roadways running through the Conservancy whether that easement is located on Common Area or a Lot.

11.03 Additional Maintenance Responsibilities. The Conservancy may, in the discretion of the Board of Directors, increase or decrease the maintenance responsibilities upon all or any portion of the Property. In such event, increased or decreased costs of such maintenance shall be assessed only against those Owners within the Sector receiving the services. For example, the cost of any maintenance responsibilities that benefit only one Sector may be assessed against that Sector. This assumption of responsibility may take place either by contract or because, in the opinion of the Board of Directors, the level and quality of service then being provided is not consistent with the Community-Wide Standard. The provision of services in accordance with this Section shall not constitute discrimination within a class.

ARTICLE XII- INSURANCE

12.01 Individual Coverage. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Conservancy that each individual Owner shall carry blanket all risk casualty insurance on all structures located upon the Lot. At a minimum, such coverage shall provide coverage against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any insured hazard. The Board of Directors of the Conservancy, or its duly authorized agent, shall have the authority to obtain insurance for all or any of the structures located on the Property, unless the Owners thereof have supplied proof of adequate coverage to the Board of Directors' satisfaction. The Board of Directors and the Conservancy shall incur no liability to any Owner or mortgagee in the event that the Board of Directors or the Conservancy shall elect not to exercise their authority to obtain such insurance for all or any of the structures located on the Property. In the event the Board of Directors obtains insurance for any Lot or structure pursuant to this Section, the cost thereof shall be assessed against the Lot benefiting from such insurance and shall be collectible in the same manner as any other Assessment under Article 5 of this Declaration. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction to the structure(s) constructed on the Lot, the Owner shall proceed promptly to repair or to reconstruct the structure(s) in a manner consistent with the original construction and, in accordance with all applicable building code requirements, unless approval to do otherwise is obtained from the Board of Directors or the Covenant Committee. Each Owner of a Lot covenants and agrees that in the event that such structure is totally destroyed, the Owner shall proceed promptly to repair or to reconstruct the structure in a manner consistent with the original construction, unless approval to do otherwise is obtained from the Board of Directors or the Covenant Committee.

12.02 Required Coverage. The Board of Directors of the Conservancy, or its duly authorized agent, shall be required to obtain, maintain and pay the premiums, as a Common Expense, upon a policy of hazard insurance covering the Common Area and any property required to be insured by the Conservancy pursuant to any easement or lease agreement (except land, foundation, excavation and

other items normally excluded from coverage) including fixtures and building service equipment, to the extent that they are a part of the Common Area of the Conservancy or such other property which the Conservancy may insure, as well as common personal property and supplies.

The hazard insurance policy shall afford, as a minimum, protection against loss or damage by fire and all other perils normally covered by the standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, and shall name the Conservancy as a named insured. The insurance should cover one hundred percent (100%) of the current replacement cost (less a reasonable deductible) of the insured property. Coverage need not include land, foundations, excavations or other items that are usually excluded from insurance coverage. The funds to cover any applicable deductible should be included in the Conservancy's reserve or operating account.

Each hazard insurance policy must be written by a hazard insurance carrier which has a current rating by the Best's Key Rating Guide of B/ILL or better (or its equivalent). Each insurer must be specifically licensed or authorized by law to transact business within the State of Virginia. The policy contract shall provide that no Assessment may be made against the mortgagee, and that any Assessment made against others may not become a lien on the mortgaged Lot superior to the First Mortgage.

The hazard insurance policy must provide that the insurance carrier shall notify the Conservancy and each mortgagee named in the mortgagee clause in writing at least ten (10) days before it cancels or substantially changes the Conservancy's coverage. In addition, each First Mortgagee shall receive timely written notice of any lapse, material modification or cancellation of any insurance policy covering the Common Area.

All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly acceded by private institutions as mortgage investors in the area in which the mortgaged premises are located. The following endorsements are also required: (i) an Inflation Guard Endorsement (if reasonably available); (ii) a Construction Code Endorsement if the Common Area is subject to a construction code provision which would become operative and require changes to undamaged portions of any structures, even when only part of a structure is destroyed by an insured hazard or peril, and (iii) a Steam Boiler and Machinery Coverage Endorsement if any structure within the Common Area has central heating or cooling, which should provide for the insurer's minimum liability per accident per location to be at least equal to the lesser of Two Million Dollars (\$2,000,000.00) or the insurable value of the structure(s) housing the boiler or machinery.

If the Common Area is located in a Special Flood Hazard Area designated as A, AE, AH, AO, AI-30, A-99, V, VE, or VI-30 on a Flood Insurance Rate Map, the Conservancy must maintain a "master" or "blanket" policy of flood insurance on the Common Area. The amount of flood insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of all structures and improvements situated in such Special Flood Hazard Area or the maximum coverage available under the applicable National Flood Insurance Administration program. The funds to cover the deductible amount should be included in the Conservancy's reserve or operating account.

The Conservancy shall obtain and maintain a comprehensive general liability policy of insurance covering all of the Common Area, public ways and any other areas that are under the Conservancy's supervision. The policy shall also cover any commercial space owned by the Conservancy, even if such space is leased to others. The policy should provide coverage for bodily

injury (including death) and property damage that results from the operation, maintenance or use of the Common Area and any legal liability that results from law suits related to employment contracts in which the Conservancy is a party. Supplemental coverage to protect against additional risks should also be obtained, if required by a mortgagee. Such insurance policy shall contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Conservancy or other Owners. Liability coverage shall be at least One Million Dollars (\$1,000,000.00) per occurrence, for bodily injury and property damage, unless higher amounts of coverage are required by a mortgagee. The liability policy must provide that the insurance carrier shall notify the Conservancy in writing at least ten (10) days before it cancels or substantially modifies the Conservancy’s coverage.

12.03 Fidelity Insurance. To the extent reasonably available, blanket fidelity insurance shall be maintained by the Board of Directors for all officers, directors, managers, trustees, employees and volunteers of the Conservancy (including, but not limited to Declarant appointees) and all other persons handling or responsible for funds held or administered by the Conservancy, whether or not they receive compensation for their services. Where the Board of Directors has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall be covered by its own fidelity insurance policy which must provide the same coverage as fidelity insurance maintained by the Board of Directors. Except for fidelity insurance that, a management agent obtains for its personnel, all other fidelity insurance policies should name the Conservancy as the insured and should have their premiums paid as a Common Expense by the Conservancy. Fidelity insurance obtained by a management agent shall name the Conservancy as an additional insured. The total amount of fidelity coverage required shall be sufficient to cover the maximum funds (including reserve funds) that will be in the custody of the Conservancy or management agent at any time while the fidelity policy is in force, and should be at least equal the sum of three (3) months aggregate Assessments on all Lots within the Conservancy, plus any reserves. Fidelity insurance policies should contain waivers by the insurers of all defenses based upon the exclusion of persons serving without compensation from the definition of “employees”, or similar terms or expressions. The fidelity insurance policies should provide that they cannot be canceled or materially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Conservancy.

12.04 Additional Required Insurance. The Board of Directors of the Conservancy, or its duly authorized agent, shall be required to obtain and maintain (i) adequate levels of Directors and officers liability insurance, as determined by the Board of Directors, covering all Directors and officers of the Conservancy (including, without limitation, Declarant appointees).

12.05 Repair and Reconstruction of Common Area After Fire or Other Casualty. In the event of damage to or destruction of any portion of the Common Area covered by insurance payable to the Conservancy as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration thereof, and shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as appropriate. Promptly after a casualty causing damage or destruction of any portion of the Common Area for which the Conservancy has the responsibility of maintenance, repair, and/or replacement, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged portions of the Common Area in as good a condition as existed prior to the casualty. Such costs may include, without limitation, professional fees and premiums for such bonds as the Board of Directors may desire.

ARTICLE XIII - MANAGEMENT

13.01 Management Agent. The Board of Directors may employ a management agent or manager (the 'Management Agent') at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing, including, but not limited to, the following:

(a) Establishing (with the approval of the Board of Directors) and providing for the collection of the Assessments and the enforcement of liens therefore in a manner consistent with applicable law and this Declaration; and

(b) Designating, hiring and dismissing such personnel as may be required for the good working order, maintenance and efficient operation of the Conservancy; and

(c) Providing such other services for the Conservancy as may be consistent with applicable law and this Declaration.

13.02 Duration of Management Agreement. Any management agreement entered into by the Conservancy during the Declarant Control Period shall provide that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed three (3) years; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

ARTICLE IV- SECTOR COMMITTEES

14.01 Function. Owners and lessees within the Property may serve on Sector Committees, established in accordance with this Article. Sector Committees shall serve in an advisory capacity with respect to issues and matters that relate to or are of particular concern to the Owners or lessees of the Sectors represented by such Sector Committees. With respect to the Residential Lots, the Residential Sub-associations shall constitute the Sector Committee.

14.02 Sector Committee Membership.

The Sector Committee(s) shall consist of an uneven number of not less than three (3) or more than five (5) individuals, who shall be designated by the Board of Directors from among the Owners and lessees of Lots within the Sector represented by such Sector Committee(s) and who shall serve at the pleasure of the Board of Directors. Notwithstanding the foregoing, the Residential Lots and their Owners shall be represented by the executive organ of the Residential Sub-associations.

14.03 Sector Committee Operations. Each Sector Committee shall be responsible for establishing the rules and procedures applicable to its activities, provided that the right of all Owners and/or residents and/or lessees of Lots within the Sector served by any Sector Committee to meaningful participation in the Sector Committee shall not be abridged. Sector Committees shall provide all Owners and/or residents and/or lessees within their Sector and the Board of Directors with reasonable prior notice of all Sector Committee meetings and all such meetings shall be open to all Owners and their guests. Each Sector Committee shall designate one of its members as spokesperson for purposes of all meetings of the Board of Directors, Covenant Committee and other Conservancy committee meetings attended by the Sector Committee. The designated spokesperson shall be the only member of the Sector Committee entitled to express the committee's views at any such meeting.

14.04 Sector Committee Authority. Sector Committees shall generally be provided with a reasonable prior opportunity to comment, either in person or in writing, on proposed actions by the Board of Directors, Covenant Committee and all other Conservancy committees that relate to the Sector served by such Sector Committee. Sector Committees shall serve as an advisory committee to the Board of Directors with respect to issues and matters of particular concern to the Owners and/or residents and/or lessees of the Sector represented by such Sector Committee, including, but not limited to, the amount of Sector Assessments and the manner of the maintenance and repair of Sector Common Area within the Sector. Sector Committees shall serve as an advisory committee to the Board of Directors and the Covenant Committee with respect to the interpretation and enforcement of the restrictive covenants established by Article 9 of this Declaration, and the architectural controls established by Article 8 of this Declaration. The recommendations of a Sector Committee shall not be binding on the Board of Directors, the Covenant Committee or any Conservancy committee; provided, however, that the Board of Directors, the Covenant Committee and any applicable Conservancy committee shall make a reasonable effort to implement such recommendations unless to do so would not be in the best interests of the Conservancy as determined by the Board of Directors, the Covenant Committee or applicable Conservancy committee, in their sole discretion.

14.05 Further Sector Committee Provisions. The Board of Directors may further define the authority of Sector Committees establishing further rules and procedures to be followed by the Sector Committees in connection with the exercise of such authority.

ARTICLE XV - GENERAL PROVISIONS

15.01 Common Area Responsibility. The Conservancy, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and any property, real or personal, which the Conservancy is delegated the responsibility for pursuant to any easement or lease agreement, and all improvements thereon (including, without limitation, furnishings and equipment related thereto, private drainage facilities and common landscaped areas), and shall keep the Common Area and such other property in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. The Conservancy shall accept title to any real estate or personal property offered to the Conservancy by Declarant.

15.02 Personal Property and Real Property for Common Use. The Conservancy may acquire, lease, hold, and dispose of tangible and intangible personal property and real property, subject to the requirements of this Declaration. The Board of Directors, acting on behalf of the Conservancy, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by Declarant.

15.03 Implied Rights. The Conservancy may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws of the Conservancy, or any lease, easement or other agreement or document affecting the Conservancy, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

15.04 Limitation of Liability. The Conservancy shall not be liable for any failure of any services to be obtained by the Conservancy or paid for out of the Common Expense funds, or for injury or damage to persons or property caused by the elements or resulting from water which may

leak or flow from any property, improvements or facilities under the control or supervision of the Conservancy, or from any wire, pipe, drain, conduit or the like; provided, that the Members of the Conservancy and the Board of Directors, acting on behalf of the Conservancy, have acted in a prudent and reasonable manner. Notwithstanding the limitation of liability contained in the foregoing sentence, if any such failure or injury or damage is caused by the gross negligence or willful misconduct of the Members of the Conservancy or the Board of Directors, acting on behalf of the Conservancy, the Conservancy shall be liable for the reasonable and foreseeable consequences of such failure or such injury or damage. No diminution or abatement of Assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to any property, improvements or facilities under the control or supervision of the Conservancy, or from any action taken by the Conservancy to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

15.05 Enforcement. The Conservancy and any Owner shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Conservancy and any rule or regulation promulgated by the Conservancy pursuant to its authority as provided in the Declaration, Articles of Incorporation or Bylaws. Failure by the Conservancy or by any Owner to enforce any covenant or restriction herein contained or any provision of the Bylaws, Articles of Incorporation, or rules and regulations of the Conservancy shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any provision of this Declaration, the Bylaws, Articles of Incorporation, or rules and regulations of the Conservancy cannot be adequately remedied by action at law or exclusively by recovery of damages. If the Conservancy or any Owner successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration, the Bylaws, Articles of Incorporation, or rules and regulations of the Conservancy, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall also be a lien upon the Lot of such Owner in accordance with Virginia Property Owners' Association Act.

15.06 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.

15.07 Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, 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 twenty five (25) years. This Declaration may be amended by an instrument signed by, or the affirmative vote of Owners representing two-thirds (2/3) of the votes entitled to be cast by all the Members, and by Declarant during the Declarant Control Period. Any amendment must be recorded in the Land Records.

15.08 Changes and Modifications by Declarant. Declarant shall have the right, during the Declarant Control Period, without the consent of the Members of the Conservancy or any other party, to modify, amend or change any of the provisions of this Declaration as Declarant may deem necessary or desirable to correct errors or omissions herein. Declarant shall also have the right for a period of ten (10) years following the date of recordation of this Declaration, without the consent of the Members of the Conservancy or any other party, to modify, amend or change any of the provisions of this Declaration as may be requested by any Owner or any contract purchaser of a Lot; provided,

however, that no such modification, amendment or change shall adversely affect any Owner or the value of such Owner's Lot, impair existing use, substantially increase the financial obligations of any Owner or reserve any additional or special privileges for Declarant not previously reserved, without the prior written consent of the affected Owner(s) and all owners of any mortgage(s) encumbering the Lots owned by the affected Owner(s).

15.09 Casualty Losses. In the event of substantial damage or destruction to any of the Common Area, the Board of Directors of the Conservancy shall give prompt written notice of such damage or destruction to the First Mortgagee of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Conservancy shall entitle any Member to any priority over the First Mortgagee of record on his/her/its Lot with respect to the distribution to such Member of any insurance proceeds paid- or payable on account of any damage or destruction of any of the Common Area.

15.10 Condemnation or Eminent Domain. In the event any part of the Common Area is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Conservancy shall give prompt written notice of any such proceeding or proposed acquisition to the First Mortgagee of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Conservancy shall entitle any Member to any priority over the First Mortgagee of record on his/her/its Lot with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Area.

15.11 Consents by Lenders.

(a) Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Conservancy to the contrary notwithstanding, neither the Owners, the Board of Directors nor the Conservancy shall, by act or omission, take any of the following actions without the prior written consent and approval of not less than two-thirds (2/3) in number of the First Mortgagees of record on the Lots:

(i) Abandon or terminate this Declaration; or

(ii) Modify or amend any substantive provision of this Declaration, or of the Bylaws or of the Articles of Incorporation of the Conservancy; or

(iii) Merge or consolidate the Conservancy with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity or

(iv) Substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in the Declaration; or

(v) Waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearances of buildings or structures on the Lots, the exterior maintenance of buildings or structures on the Lots.

(vi) Abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or its facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, boundary line adjustments,

easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and its facilities by the members of the Association or the dedication of a Roadway to VDOT as provided in Section 10.03 above, shall not be considered a transfer within the meaning of this Section 15.12 and as such shall not require lender approval; or

(vii) Fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

(viii) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such Common Area.

(b) The Association shall promptly notify the First Mortgagee on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the First Mortgagee on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the First Mortgagee on the Lot which is the subject matter of such suit or proceeding.

Any First Mortgagee of any Lot may pay any taxes, utility charges or other charges levied against Common Area which are in default and which may or have become a charge or lien against Common Area and any such First Mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the Common Area. Any First Mortgagee who advances any such payment shall be due reimbursement of the amount so advanced from the Association.

(c) Notwithstanding the foregoing, all notices and rights of Mortgagees shall pertain only to those Mortgagees who are listed with the Conservancy. Each Owner must notify the Association of his Mortgagee's name and address. If any notice is given or consent requested pursuant to this Section and the Mortgagee does not respond within thirty (30) days of such notice, then such Mortgagee shall be deemed to have approved such notice or consent.

15.12 Declarant's Right to Amend. Notwithstanding any provision to the contrary contained in the Articles of Incorporation or Bylaws of the Conservancy or this Declaration, Declarant hereby reserves for itself, its successors, transferees and assigns, for a period of ten (10) years from the date of recordation of this Declaration, the right to execute on behalf of all contract purchasers, Owners, mortgagees, and other lienholders or parties claiming a legal or equitable interest in any Lot, any such agreements, documents, amendments or supplements to this Declaration, the Articles of Incorporation and Bylaws of the Conservancy which may be required by the County of Fauquier, the FNMA, the FHLMC, the FHA, the VA, the GNMA or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Conservancy, or any institutional lender or title insurance company designated by Declarant.

(a) By acceptance of a deed to any Lot or by the acceptance of any other legal or equitable interest in the Lots, each and every such contract purchaser, Owner, mortgagee or other lienholder or party having a legal or equitable interest in any Lot does automatically and irrevocably name, constitute, appoint and confirm Declarant, its successors, transferees and assigns, as attorney-in-fact for the purpose of executing any such agreement, document, amendment, supplement and other instrument(s) necessary to effect the foregoing subject to the limitations set forth herein.

(b) No such agreement, document, amendment, supplement or other instrument which adversely affects any Owner or the value of such Owner's Lot, or substantially increases the financial obligations of an Owner, or reserves any additional or special privileges for Declarant not previously reserved, shall be made without the prior written consent of the affected Owner(s) and all owners of any mortgage(s) encumbering the Lots owned by the affected Owner(s). Any such agreement, document, amendment, supplement or instrument which adversely affects the priority or validity of any mortgage which encumbers any Lot shall not be made without the prior written consent of the owners of all such mortgages. The power of attorney aforesaid shall not be construed to authorize Declarant to seek an amendment to any existing regulatory approval or to seek any additional regulatory approvals regarding the Property on behalf of any other party.

(c) The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Lots and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power of attorney. Said power of attorney shall be vested in Declarant, its successors, transferees and assigns until the initial conveyance of all Lots planned to be annexed within the jurisdiction of the Conservancy or the expiration of same. Thereafter, said power of attorney shall automatically vest in the Conservancy to be exercised by its Board of Directors.

15.13 Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by Declarant by an instrument, in writing, without notice to the Conservancy.

15.14 No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Area by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Area.

15.15 Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

15.16 Declarant Reserved Rights. No amendment to this Declaration may remove, revoke, or modify any right, reservation or privilege of Declarant without the prior written consent of Declarant or any successors or assignees (pursuant to Section 15.15) of this Declaration.

15.17 Declarant Development. As long as Declarant has an interest in developing the Property, the Conservancy may not use its financial resources, directly or indirectly, to defray the costs of opposing any development activities reasonably consistent with the general intention of the Development Plan, as amended. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or other groups.

15.18 Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF the Declarant has caused these presents to be duly executed and sealed on its behalf this 15th day of July, 2002.

DECLARANT:

VINT HILL FARMS ECONOMIC
DEVELOPMENT AUTHORITY, a political
Subdivision of the Commonwealth of Virginia

By:
Name: Owen W. Bludau
Title: Executive Director

STATE OF VIRGINIA:
COUNTY OF FAUQUIER, to-wit:

I hereby certify that on this 15th day of July, 2002 before me, a Notary Public in and for the State and County aforesaid, personally appeared Owen W. Bludau known to me (or satisfactorily proven) to be the Executive Director of the Vint Hill Farms Economic Development Authority, a political subdivision of the Commonwealth of Virginia, being authorized to do so, executed the foregoing and annexed instrument for the purposes herein contained by signing the name of the said entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT "A"

Legal Description

Description of
Conservancy
Vint Hill
Cedar Run District
Fauquier County, Virginia

Beginning at the westerly most corner of the property herein described, said corner being a stone found in the easterly variable width right-of-way of Sheperdstown Road, Route 793 and a corner to N/F Fauquier Lakes Limited Partnership, et al;

Thence departing said N/F Fauquier Lakes Limited Partnership, et al and running with said Sheperdstown Road N25°07'00"E 1861.40 feet to a point, a corner to N/F Fauquier County;

Thence departing said Sheperdstown Road and running with said N/F Fauquier County the following courses and distances:

S49°32'43"E 117.64 feet to a point;

N78°00'44"E 208.92 feet to a point;

S72°53'00"E 169.56 feet to a point;

N67°59'57"E 64.95 feet to a point;

S83°39'00"E 146.52 feet to a point;

S77°24'48"E 93.56 feet to a point

and N80°22'15"E 84.42 feet to a point in the line of N/F James T. and Patricia Ross Drunagel;

Thence departing said N/F Fauquier County and running with said N/P Drunagel the following courses and distances:

S69°58'23"E 252.81 feet to a monument found;

N84°33'39"E 146.36 feet to a monument found;

S50°54'34"E 122.84 feet to a monument found;

N36°38'01"E 65.86 feet to a monument found

and N41°17'06"E 4.36 feet to a monument found in the variable width right-of-way of Kennedy Road, Route 652;

Thence departing said N/F Drunagel and running with said Kennedy Road the following courses and distances:

S48°46'41"E 104.60 feet to a nail set in concrete;
N38°36'27"E 659.00 feet to a point;
N36°16'40"E 50.06 feet to a point;
N32°59'41"E 160.07 feet to a point;
N32°55'56"E 48.46 feet to a point;
N32°21'22"E 100.72 feet to a point;
N31°49'46"E 363.52 feet to a point;
N35°43'02"E 242.10 feet to a point;
N36°12'06"E (passing through a monument found at 325.00 feet) 643.55 feet to a point

and N36°52'25"E 380.93 feet to a nail set in concrete, a corner to N/F Fauquier County;

Thence departing said Kennedy Road and running with said N/F Fauquier County N71°41'21"E 1415.37 feet to a monument found in the southerly variable width right-of-way of Vint Hill Road, Route 215;

Thence departing said N/F Fauquier County and running with said Vint Hill Road the following courses and distances:

S75°31'49"E 1494.63 feet to a monument found;
S75°24'20"E 359.87 feet to a monument found;
S75°50'50"E 268.04 feet to a monument found

and S75°58'11"E 372.39 feet to a monument found, a corner to N/F Christopher B. Green;

Thence departing said Vint Hill Road and running with said N/F Green and on the same line extended with N/F Donald G. and Dorothy J. Vaughn and also with N/F Randall P. and Julia E. Leonard S08°35'06"E 3215.29 feet to a monument found in the northerly variable width right-of-way of Rogues Road, Route 602;

Thence departing said N/F Leonard and running with said Rogues Road the following courses and distances;

S59°18'09"W 315.57 feet to a point;
381.09 feet along the arc of a curve to the left, said curve having a radius of 1456.45 feet, a central angle of 14°59'30" and a chord which bears

S59°18'09"W 380.00 feet to a monument found;

S59°18'09"W 355.98 feet to a monument found;

363.59 feet along the arc of a curve to the right, said curve having a radius of 1407.59 feet, a central angle of 14°48'00" and a chord which bears S66°42'09"W 362.58 feet to a monument found;

S74°06'09"W 162.09 feet to a monument found;

211.02 feet along the arc of a curve to the left, said curve having a radius of 843.51 feet, a central angle of 14°20'00" and a chord which bears S66°56'09"W 210.47 feet to a monument found;

S59°46'09"W 417.25 feet to a point;

214.14 feet along the arc of a curve to the right, said curve having a radius of 5704.58 feet, a central angle of 01°57'00" and a chord which bears S60°44'09"W 214.13 feet to a monument found;

S61°43'09"W 239.89 feet to a point;

S67°06'31"W 266.17 feet to a monument found;

265.75 feet along the arc of a curve to the left, said curve having a radius of 705.02 feet, a central angle of

21°35'50" and a chord which bears S56°17'20"W 264.18 feet to a monument found;

S61°43'09"W 109.67 feet to a monument found;

463.49 feet along the arc of a curve to the right, said curve having a radius of 793.51 feet, a central angle of 33°28'00" and a chord which bears S78°27'09"W 456.93 feet to a monument found;

492.94 feet along the arc of a curve to the left, said curve having a radius of 2577.56 feet, a central angle of 10°57'27" and a chord which bears S89°42'25"W 492.21 feet to a point;

288.21 feet along the arc of a curve to the left, said curve having a radius of 320.00 feet, a central angle of 51°36'16" and a chord which bears S81°07'50"W 278.57 feet to a monument found;

321.82 feet along the arc of a curve to the left, said curve having a radius of 2577.56 feet, a central angle of 07°06'33" and a chord which bears S74°28'43"W 321.61 feet to a point;

320.00 feet along the arc of a curve to the left, said curve having a radius of 2577.56 feet, a central angle of 07°06'48" and a chord which bears S67°22'03"W 321.80 feet to a monument found;

S63°48'39"W 295.42 feet to a point;

487.07 feet along the arc of a curve to the left, said curve having a radius of 1170.92 feet, a central angle of 23°50'00" and a chord which bears S51°53'39"W 483.56 feet to a monument found;

S39°58'39"W 109.29 feet to a monument found

and S83°01'54"W 56.31 feet to a monument found in the northerly variable width right-of-way of, Kennedy Road, Route 652;

Thence departing said Rouges Road and running with said Kennedy Road the following courses and distances:

N51°03'51"W 60.00 feet to an iron rod set;

S38°56'09"W 10.00 feet to an iron rod set;

N51°31'24"W 453.45 feet to a monument found;

94.33 feet along the arc of a curve to the right, said curve having a radius of 310.00 feet, a central angle of 17°26'05" and a chord which bears N42°48'21"W 93.97 feet to a nail set in asphalt

and S55°54'41"W 30.00 feet to an iron rod set, a corner to N/F Daniel L. and Adel M. Flint;

Thence departing said Kennedy Road and running with said N/F Flint and on the same line extended with N/F William E. Cuthbertson, N/F Maurita A. Washington and Margaret G. Austin, N/F Jerome J. and Sherry L. Switala and N/F Grapewood Estates, Phase 2 and 3, Homeowners Association, Inc. N52°46'57"W 1851.64 feet to a monument found in the line of the aforementioned N/F Fauquier Lakes Limited Partnership, et al.;

Thence departing said N/F Grapewood Estates and running with said N/F Fauquier Lakes Limited Partnership, et al. N39°52'17"E 219.22 feet to an iron rod set and N52°55'03"W 868.97 feet to the point of beginning and containing 695.58676 acres of land, more or less.

LESS AND EXCEPT THE FOLLOWING:

Lot 4 (School Site)

Beginning at the northern most corner of the property herein described, said corner bearing S 36°52'25"W 380.93 feet and N 36°12'06"E 56.12 feet along the variable width right-of-way of Kennedy Road, Route 652, from the northwest corner of Parcel 1, Vint Hill and being a point in said right-of-way and a corner to said Parcel 1;

Thence departing said Kennedy Road and running with said Parcel 1, the following courses and distances:

S 54°32'57"E 621.34 feet to a point;

S 02°30'08"E 491.52 feet to a point;

S 24°09'04"W 681.95 feet to a point;

S i0°33'11"W 142.05 feet to a point

and N 54°32' 57"W 1144.02 feet to a point in the aforementioned right-of-way of Kennedy Road;

Thence departing said Parcel I and running with said Kennedy Road, the following courses and distances:

N 32°59'41"E 21.20 feet to a point;

N 32°55'56"E 48.46 feet to a point;

N 32°21'22"E 100.72 feet to a point;

N 31°49'46"E 363.52 feet to a point;

N 35°43'02"E ²1.2.10 feet to a point

and N 36°12'06"E 587.43 feet to the point of beginning and containing 30.00000 acres of land, more or less inclusive of Impacted Area # 11.

Dedicated Rights-Of-Way

Beginning at the northeast corner of the property herein described, said corner being a point in the southerly variable width right-of-way of Vint Hill Road, Route 215 and a corner to N/F Christopher B. Green;

Thence departing said Vint Hill Road and running with said N/F Green, S 08°35'05"E 37.55 feet to a point, a corner to Parcel 2, Vint Hill;

Thence departing said N/F Green and running with said Parcel 2, the following courses and distances:

N 75°29'24"W 1607.16 feet to a point;

39.29 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 90°02'25" and a chord which bears S 59°29'23"W 35.37 feet to a point;
S 14°28'11"W 229.85 feet to a point;

612.84 feet along the arc of a curve to the right, said curve having a radius of 955.00 feet, a central angle of 36°46'05" and a chord which bears S 32°51' 13"W 602.38 feet to a point;

687.91 feet along the arc of a curve to the left, said curve having a radius of 845.00 feet, a central angle of 46°38'39" and a chord which bears S 27°54'56"W 669.07 feet to a point;

S 04°35'37"W 267.92 feet to a point;

39.27 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord which bears S 40°24'23"E 35.36 feet to a point;

S 85°24'23"E 840.00 feet to a point;

321.88 feet along the arc of a curve to the left, said curve having a radius of 540.00 feet, a central angle of 33°56'27" and a chord which bears N 77°37'24"E 315.23 feet to a point;

253.86 feet along the arc of a curve to the right, said curve having a radius of 380.00 feet, a central angle of 38°16'37"

and a chord which bears N 79°47'29"E 249.17 feet to a point;

S 81°04'12"E 68.35 feet to a point;

S 08°55'48"W 60.00 feet to a point;

N 81°04' 12"W 68.35 feet to a point

and 213.78 feet along the arc of a curve to the left, said curve having a radius of 320.00 feet, a central angle of 38°16'37" and a chord which bears S 79°47'29"W 209.83 feet to a point, a corner to FAA Parcel, United States of America;

Thence departing said Parcel 2 and running with said FAA Parcel, the following courses and distances:

355.43 feet along the arc of a curve to the right, said curve having a radius of 600.00 feet, a central angle of 33°56'27" and a chord which bears S 77°37'25"W 350.25 feet to a point;

85°24'23"W 840.00 feet to a point

and 39.27 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord which bears S 49°35'37"W 35.36 feet to a point, a corner to Parcel 1, Vint Hill;

Thence departing said FAA Parcel and running with said Parcel 1, N 85°24'23"W 110.00 feet to a point, a corner to Vint Hill, Lot 7;

Thence departing said Parcel 1 and running with said Lot 7, 39.27 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 90°00'00" and a chord which bears N 40°24'23"W 35.36 feet to a point and
N 85°24'23"W 10.00 feet to a point, a corner to the aforementioned Parcel 1, Vint Hill;

Thence departing said Lot 7 and running with said Parcel 1, the following courses and distances:

N 04°35'37"W 60.00 feet to a point;

S 85°24'23"E 10.00 feet to a point;

39.27 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of

90°00'00" and a chord which bears N 49°35'37"E 35.36 feet to a point;

N 04°35'37"E 267.92 feet to a point;

777.46 feet along the arc of a curve to the right, said curve having a radius of 955.00 feet, a central angle of 46°38'39" and a chord which bears N 27°54'56"E 756.17 feet to a point;

542.26 feet along the arc of a curve to the left, said curve having a radius of 845.00 feet, a central angle of 36°46'05" and a chord which bears N 32°51'13"E 533.00 feet to a point;

N 14°28'11"E 229.96 feet to a point;

39.25 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 89°57'35" and a chord which bears N 30°30'37"W 35.34 feet to a point

and N 75°29'24"W 787.80 feet to a point in the line of N/F Fauquier County;

Thence departing said Parcel 1 and running with said N/F Fauquier County, N 71°41' 21"E 1415.37 feet to a point in the aforementioned right-of-way of Vint Hill Road;

Thence departing said N/F Fauquier County and running with said Vint Hill Road the following courses and distances:

S 75°31'49"E 1494.63 feet to a point;

S 75°24'20"E 359.87 feet to a point;

S 75°50'SO"E 268.04 feet to a point

and S 75°58' 1 1"E 372.39 feet to the point of beginning and containing 8.806 16 acres of land, more or less.

Vint Hill Conservancy Declaration Rev. 6

**VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT
FOR THE COUNTY OF FAUQUIER, JUL 24 2002**

**This instrument was this day received In said Office and
with certificate admitted to record at 3:38 PM**

APPENDIX A

Vint Hill Conservancy Design Standards

Master Plant List

Botanical Name *Common Name* ..

Shade Trees

Acer rubrum “October Glory”	Red Maple
Acer saccharum	Sugar Maple
Fraxinus Americana	White Ash
Gleditsia triacanthos var, inermis ‘Skyline	Skyline Honeylocust
Platanus x acerifolia	London Plane Tree
Quercus palustris	Pin Oak
Quercus phellos	Willow Oak
Quercus rubra	Red Oak
Salix babylonica	Weeping Willow

Evergreen Trees

X Cupressocyparis leylandii	Leyland Cypress
Ilex spp.	Evergreen Holly
Juniperus virginiana	Eastern Red Cedar
Picea abies	Norway Spruce
Pseudotsuga menziesii	Douglas Fir

Ornamental Trees

Cercis Canadensis	Redbud
Cornus kousa	Kousa Dogwood
Prunus yedoensis	Yoshino Flowering Cherry
Magnolia soulangiana	Saucer Magnolia
Mains ‘Sugar Tyme’	Sugar Tyme Crabapple

Shrubs

Azalea spp.	Evergreen Azalea
Berberis spp.	Barberry
Cotoneaster spp.	Cotoneaster
Euonymus alatus ‘Compactus’	Burning Bush
Ilex crenata ‘Green Lustre’	Green Lustre Holly
Juniperus spp.	Juniper
Prunus laurocerasus	Cherry Laurel
Rhododendron spp.	Rhododendron
Taxus spp.	Yew
Viburnum spp.	Viburnum

Minimum Tree Sizes (at installation)

Shade Trees	14-16’ tall	3-3.5” caliper
Evergreen Trees	7-8’	
Ornamental Trees	10-12’ (multi-stem)	2-2.5” (single stem)

NOTE: Trees ~~struck out~~ are not allowed in Vint Hill Manor!

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APPENDIX A

Trees added to List by Vint Hill Manor HOA

<i>Botanical Name</i>	<i>Common Name</i>	..
Lagerstroemia	Crepe Myrtle	
Cercis Canadensis	Redbud	
Prunus Serrulata	Kwansan Cherry	
Prunus Subhitella var. Pendula	Weeping Cherry	
Acer Palmatum	Japanese Maple	
Ilex Opaca	American Holly	
<i>Trees struck out are not allowed in Vint Hill Manor!</i>		
Pyrus Calleryana	Bradford Pear	
Platanus Occidentalis	Sycamore	