

PROPOSED	EXISTING	JUSTIFICATION/COMMENT
<p style="text-align: center;">DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE CONNEMARA WOODS HOMEOWNERS ASSOCIATION</p> <p>THIS DECLARATION, made this __ th day of _____, 200_ by the CONNEMARA WOODS HOMEOWNERS ASSOCIATION, a Virginia corporation, hereinafter called “the Association,”</p> <p style="text-align: center;">WITNESSETH:</p> <p>WHEREAS, the Association represents the owners of certain real property located in the Sterling Magisterial District, Loudoun County, Virginia, containing 16.41274 acres, as more specifically described in the metes and bounds description attached as Exhibit A to the Deed of Dedication and Subdivision originally recorded on or about 25 March 1986 by officials of The Connemara Corporation, to which Deed of Dedication and Subdivision this Declaration is associated; and</p> <p>WHEREAS, the Association desires to maintain on the said property a residential community with permanent open spaces and other common facilities for the benefit of said</p>	<p style="text-align: center;">DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE CONNEMARA WOODS HOMEOWNERS ASSOCIATION</p> <p>THIS DECLARATION, made this 15th day of February, 1993 by the CONNEMARA WOODS HOMEOWNERS ASSOCIATION, a Virginia corporation, hereinafter called “the Association,”</p> <p style="text-align: center;">WITNESSETH:</p> <p>WHEREAS, the Association represents the owners of certain real property located in the Sterling Magisterial District, Loudoun County, Virginia, containing 16.4 1274 acres, as more specifically described in the metes and bounds description attached as Exhibit A to the Deed of Dedication and Subdivision originally recorded on or about 25 March 1986 by officials of The Connemara Corporation, to which Deed of Dedication and Subdivision this Declaration is associated; and</p> <p>WHEREAS, the Association desires to maintain on the said property a residential community with permanent open spaces and other common facilities for the benefit of said</p>	

<p>community, and such other areas as may be subjected to this Declaration by the Association, and for the maintenance of said open spaces and other facilities and, to this end, desires to subject the property as hereinabove described to the covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth, it being intended that the easements, covenants, restrictions, and conditions shall run with said property and shall be binding on all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and shall inure to the benefit of each other thereof; and</p> <p>WHEREAS, the Association has deemed it desirable for the efficient preservation of the values and amenities of said community to exercise the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and</p> <p>WHEREAS, the Association has been incorporated under the laws of the Commonwealth of Virginia as a non-stock, not-for-profit corporation, for the purpose of exercising the functions aforesaid.</p> <p>NOW, THEREFORE, the Association does hereby declare that the heretofore described real property shall be held, transferred, sold, conveyed, and occupied subject to the</p>	<p>community, and such other areas as may be subjected to this Declaration by the Association, and for the maintenance of said open spaces and other facilities and, to this end, desires to subject the property as hereinabove described to the covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth, it being intended that the easements, covenants, restrictions, and conditions shall run with said property and shall be binding on all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and shall inure to the benefit of each other thereof; and</p> <p>WHEREAS, the Association has deemed it desirable for the efficient preservation of the values and amenities of said community to exercise the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and</p> <p>WHEREAS, the Association has been incorporated under the laws of the Commonwealth of Virginia as a non-stock, not-for-profit corporation, for the purpose of exercising the functions aforesaid.</p> <p>NOW, THEREFORE, the Association does hereby declare that the heretofore described real property shall be held, transferred, sold, conveyed, and occupied subject to the</p>	
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<p>covenants, restrictions, easements, conditions, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.</p>	<p>covenants, restrictions, easements, conditions, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.</p>	
<p style="text-align: center;">ARTICLE I Definitions</p> <p>Section 1. “Association” shall mean and refer to the Connemara Woods Homeowners Association, its successors and assigns.</p> <p>Section 2. “Property” shall mean and refer to that certain real property hereinabove described, and such additions thereto, if any, as may hereafter be brought within the jurisdiction of the Association, in accordance with the terms of this Declaration.</p> <p>Section 3. “Common Area” shall mean all real property with appurtenances thereto (including any improvements thereon) owned by the Association for the common use and enjoyment of the Members of the Association and being initially composed of Parcels A, B, C, and D, Connemara Woods, as the same dedicated, platted, and previously recorded hereto among the land records of Loudoun County, Virginia.</p> <p>Section 4. “Lot” shall mean and refer to any</p>	<p style="text-align: center;">ARTICLE I Definitions</p> <p>Section 1. “Association” shall mean and refer to the Connemara Woods Homeowners Association, its successors and assigns.</p> <p>Section 2. “Property” shall mean and refer to that certain real property hereinabove described, and such additions thereto, if any, as may hereafter be brought within the jurisdiction of the Association, in accordance with the terms of this Declaration.</p> <p>Section 3. “Common Area” shall mean all real property with appurtenances thereto (including any improvements thereon) owned by the Association for the common use and enjoyment of the Members of the Association and being initially composed of Parcels A, B, C, and D, Connemara Woods, as the same dedicated, platted, and previously recorded hereto among the land records of Loudoun County, Virginia.</p> <p>Section 4. “Lot” shall mean and refer to any</p>	

<p>plot of land shown upon any recorded subdivision plat of the Property, but with the exception of the Common <u>Areas</u> and areas dedicated as public streets.</p> <p>Section 5. “Member” shall mean and refer to every person or entity who holds Membership in the Association. <u>any natural person or authorized representative of a legal entity holding fee simple title to any lot as the term “lot” defined in Article I Section 4 and as the term “member” is defined and described in Article III of the Covenants.</u> In the case of an entity, such as a mortgage lender or corporation, “Member” shall mean the <u>legal representative of the entity appointed on competent authority</u></p> <p>Section 6. “Owner” shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.</p> <p>Section 7. “Dwelling” shall mean and refer to any <u>permanent</u> building or portion of a</p>	<p>plot of land shown upon any recorded subdivision plat of the Property, but with the exception of the Common Area and areas dedicated as public streets.</p> <p>Section 5. “Member” shall mean and refer to every person or entity who holds Membership in the Association.</p> <p>Section 6. “Owner” shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.</p> <p>Section 7. “Dwelling” shall mean and refer to any building or portion of a building situated</p>	<p>The existence of multiple common areas means that the term "Area" should be "Areas."</p> <p>The definition used now in Section 5 is circular. The term "member" must be defined with respect to some attribute unique to membership such as being an owner or co-owner of a lot. As it stands, the current definition says that "a member is anyone who is a member." The definitions should also make clear that membership for all purposes is associated one-for-one, one membership per lot but that all owners/members are jointly beneficiaries and/or liable for actions involving a lot. Owners that are not natural persons remain members of the Association with all of the attendant rights and responsibilities and should be permitted to appoint a natural person to represent them.</p> <p>The word "permanent" should be inserted preceding the word "building" to distinguish the</p>
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<p>building situated upon the Property and designed and intended for use and occupancy as a residence.</p> <p>Section 8. “Mortgagee”, as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed or 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 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 mortgagees which are banks, trust companies, insurance companies, mortgage insurance companies, savings and loans 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 terms “holder” and “mortgagee” shall include the parties secured by any deed of trust or any beneficiary thereof.</p> <p>Section 9. <u>The term “tenant” means any natural person or legal entity leasing all or part of a residence located on the Property.</u></p>	<p>upon the Property and designed and intended for use and occupancy as a residence.</p> <p>Section 8. “Mortgagee”, as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed or 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 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 mortgagees which are banks, trust companies, insurance companies, mortgage insurance companies, savings and loans 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 terms “holder” and “mortgagee” shall include the parties secured by any deed of trust or any beneficiary thereof.</p>	<p>residences that are the focus of the covenants from temporary structures that are designed to be used as living quarters but are in some sense temporary, such as house trailers.</p> <p>A new definition of the term tenant, a term otherwise not previously defined.</p>

<p style="text-align: center;">ARTICLE II</p> <p style="text-align: center;">Property Subject to Declaration</p> <p>The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Loudoun County, Commonwealth of Virginia, and is more particularly described on “Exhibit A” to the Deed of Dedication and Subdivision originally recorded on or about 25 March 1986 by officials of The Connemara Corporation, to which Deed of Dedication and Subdivision this Declaration is associated.</p>	<p style="text-align: center;">ARTICLE II</p> <p style="text-align: center;">Property Subject to Declaration</p> <p>The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Loudoun County, Commonwealth of Virginia, and is more particularly described on “Exhibit A” to the Deed of Dedication and Subdivision originally recorded on or about 25 March 1986 by officials of The Connemara Corporation, to which Deed of Dedication and Subdivision this Declaration is associated.</p>	
<p style="text-align: center;">ARTICLE III</p> <p style="text-align: center;">Membership</p> <p>Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one Membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership.</p> <p>Section 2. Members shall be all those Owners as defined in Article I, who own and hold title to a Lot upon which a single family attached</p>	<p style="text-align: center;">ARTICLE III</p> <p style="text-align: center;">Membership</p> <p>Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one Membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership.</p> <p>Section 2. Members shall be all those Owners as defined in Article I, who own and hold title to a Lot upon which a single family attached</p>	<p>The houses in Connemara Woods are single family and free standing, thus, the word</p>

<p>dwelling unit is or can be constructed. Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by this Article. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.</p> <p>Section 3. <u>Members are required to keep the Association informed, in writing, of the identity and contact information of all entities holding a mortgage on their property and all insurers of their property. In the event that there is no such entity, members are required to inform the Association that they do not have a mortgage and/or do not carry insurance on the property.</u></p>	<p>dwelling unit is or can be constructed. Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by this Article. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.</p>	<p>"attached" should be deleted. This definition should have some clarification of the intended legal definition - "attached" has a specific legal meaning that refers to townhouses.</p> <p>Some of the actions that the Association is required to take or would have to undertake in certain circumstances require knowledge of the identity of the lender and/or insurer of a property. Experience has shown that obtaining this information can be extremely difficult and in some cases is not possible unless the information is provided by the Association member.</p>
<p style="text-align: center;">ARTICLE IV</p> <p>Section 1. Member's Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and community facilities and such easement shall be appurtenant to and shall pass with the fee title to every Lot subject to the following:</p> <p>(a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, and with the consent of two-thirds (2/3) of the then Members of the Association to borrow money for the purpose of improving the Common Areas and community facilities in a manner designed to</p>	<p style="text-align: center;">ARTICLE IV</p> <p>Section 1. Member's Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and community facilities and such easement shall be appurtenant to and shall pass with the fee title to every Lot subject to the following:</p> <p>(a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, and with the consent of two-thirds (2/3) of the then Members of the Association to borrow money for the purpose of improving the Common Areas and community facilities in a manner designed to</p>	

<p>promote the enjoyment and welfare of the Members and in aid thereof to mortgage any of the Common Areas and community facilities; and</p> <p>(b) The right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and</p> <p>(c) The right of the Association to adopt reasonable rules respecting use of the Common Areas and community facilities to reasonably limit the number of guests of Members to the use of any facilities which are developed upon the Property; and</p> <p>(d) The right of the Association to suspend the voting rights and the rights to use of the Common Areas and community facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association; and</p> <p>(e) The right of the Association to dedicate or transfer all or any part of the Common Areas or community facilities to any public or municipal agency, authority, or utility for purposes consistent with the purpose of this Declaration and subject to such condition as may be agreed to by the</p>	<p>promote the enjoyment and welfare of the Members and in aid thereof to mortgage any of the Common Areas and community facilities; and</p> <p>(b) The right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and</p> <p>(c) The right of the Association to adopt reasonable rules respecting use of the Common Areas and community facilities to reasonably limit the number of guests of Members to the use of any facilities which are developed upon the Property; and</p> <p>(d) The right of the Association to suspend the voting rights and the rights to use of the Common Areas and community facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association; and</p> <p>(e) The right of the Association to dedicate or transfer all or any part of the Common Areas or community facilities to any public or municipal agency, authority, or utility for purposes consistent with the purpose of this Declaration and subject to such condition as may be agreed to by the</p>	
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<p>Members and further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication or transfer or determination as to the purposes or as to the condition thereof, shall be effective unless two-thirds (2/3) of the then voting Members of the Association consent to such dedication, transfer, purpose, and conditions, at any special meeting of the Members duly called for such purpose, <u>or in the course of balloting conducted by mail</u>; and</p> <p>(f) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, or any other person; provided, however, that no such licenses, rights of way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas and community facilities; and</p> <p>(g) The right of the Association, acting by and through its Board of Directors, to enter into agreements whereby the Association acquires leaseholds, Membership or other possessory or use interests in real or personal property for the purpose of promoting the</p>	<p>Members and further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication or transfer or determination as to the purposes or as to the condition thereof, shall be effective unless two-thirds (2/3) of the then voting Members of the Association consent to such dedication, transfer, purpose, and conditions, at any special meeting of the Members duly called for such purpose; and</p> <p>(f) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, or any other person; provided, however, that no such licenses, rights of way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas and community facilities; and</p> <p>(g) The right of the Association, acting by and through its Board of Directors, to enter into agreements whereby the Association acquires leaseholds, Membership or other possessory or use interests in real or personal property for the purpose of promoting the</p>	<p>Not that such consent is likely to be necessary any time soon, provision for a mail ballot would likely be a good idea in light of the turnout for the annual meetings. Getting a 2/3 vote of the voting members of the association at a special meeting is likely to be difficult if 2/3 of the lots are not represented, which is likely. Moreover, under Article IX a simple majority can amend the Covenants. This existing provision is not consistent with that provision. Moreover, achieving a 2/3 vote (simple vote total - not a 2/3 vote yea or nay) is difficult.</p>
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<p>enjoyment, recreation, or welfare of the Members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association.</p> <p>Section 2. Delegation of Right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Areas and community facilities to the Members of his family who reside permanently with him and to his tenants, contract purchasers and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.</p>	<p>enjoyment, recreation, or welfare of the Members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association.</p> <p>Section 2. Delegation of Right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Areas and community facilities to the Members of his family who reside permanently with him and to his tenants, contract purchasers and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.</p>	
<p style="text-align: center;">ARTICLE V</p> <p style="text-align: center;">Covenant for Maintenance Assessments</p> <p>Section 1. Annual Maintenance Assessment. The Association hereby covenants and each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a fee owner of a Lot within the Property, 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 the Association Annual Maintenance Assessments as hereinafter defined, within thirty (30) days of buffing <u>buying</u>, a single annual payment, of the Member's proportionate share of the sum required by the Association, as estimated by its</p>	<p style="text-align: center;">ARTICLE V</p> <p style="text-align: center;">Covenant for Maintenance Assessments</p> <p>Section 1. Annual Maintenance Assessment. The Association hereby covenants and each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a fee owner of a Lot within the Property, 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 the Association Annual Maintenance Assessments as hereinafter defined, within thirty (30) days of buffing, a single annual payment, of the Member's proportionate share of the sum required by the Association, as estimated by its Board of</p>	<p>The purposes of the assessments extend beyond maintenance. The Article should be titled to permit inclusion of all of the purposes.</p> <p>The term "Maintenance" should be deleted in order to make clearer that the annual assessment is intended to cover other expenses in addition to maintenance of the common property, such as legal actions. Moreover, succeeding paragraphs</p>

<p>Board of Directors, to meet its annual expenses (herein elsewhere sometimes referred to as “Annual Maintenance Assessments”), including but in no way limited to the following:</p> <ul style="list-style-type: none"> (a) The cost of all operating expenses of the Common Areas and community facilities, including recreation facilities, and the services furnished to or in connection with the Common Areas, community facilities, and recreational facilities, including charges by the Association for any services furnished by it; and (b) The cost of necessary management and administration of the Common Areas and community facilities, including fees paid to any Management Agent; and (c) The amount of all taxes and assessments levied against the Common Areas and community facilities; and (d) The cost of liability insurance on the Common Areas and community facilities and the cost of such other insurance as the Association may effect with respect to the Common Areas; and (e) The cost of utilities and other services which may be provided by the Association including snow removal on private streets, whether for the Common Areas and community facilities or for the Lots, or both; and (f) The cost of maintaining, replacing, repairing, and landscaping the Common 	<p>Directors, to meet its annual expenses (herein elsewhere sometimes referred to as “Annual Maintenance Assessments”), including but in no way limited to the following:</p> <ul style="list-style-type: none"> (a) The cost of all operating expenses of the Common Areas and community facilities, including recreation facilities, and the services furnished to or in connection with the Common Areas, community facilities, and recreational facilities, including charges by the Association for any services furnished by it; and (b) The cost of necessary management and administration of the Common Areas and community facilities, including fees paid to any Management Agent; and (c) The amount of all taxes and assessments levied against the Common Areas and community facilities; and (d) The cost of liability insurance on the Common Areas and community facilities and the cost of such other insurance as the Association may effect with respect to the Common Areas; and (e) The cost of utilities and other services which may be provided by the Association including snow removal on private streets, whether for the Common Areas and community facilities or for the Lots, or both; and (f) The cost of maintaining, replacing, repairing, and landscaping the Common 	<p>already include payment for things other than maintenance. The word "buffing" appears in the existing covenants, though the word that appears in context to have been meant is "buying."</p> <p>Loudoun County now has responsibility for maintenance of storm water detention basins.</p>
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<p>Areas, including, without limitation, maintenance of any storm water detention basins or the like located upon the Common Areas and the cost of the maintenance of all pathways and any retaining walls <u>and gates located upon Common Areas within the Property</u>, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and</p> <p>(g) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve, <u>a legal reserve, a capital reserve</u>, and a reserve for replacements; and</p> <p>(h) The cost of any leasehold, Membership or other possessory or use interests in real or personal property arranged by the Association for the purpose of promoting the enjoyment, recreation, or welfare of the Members of the Association.</p> <p>(i) The Board of Directors may also authorize landscaping for the front yards of all Owner's Lots, in which event such costs shall be a common expense and subject to maintenance assessments as herein provided. The cost of liability insurance covering all members of the Board of Directors of the Association in the performance of their Association duties and for protection against loss or embezzlement of Association funds.</p>	<p>Areas, including, without limitation, maintenance of any storm water detention basins or the like located upon the Common Areas and the cost of the maintenance of all pathways and any retaining walls upon the Property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and</p> <p>(g) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements; and</p> <p>(h) The cost of any leasehold, Membership or other possessory or use interests in real or personal property arranged by the Association for the purpose of promoting the enjoyment, recreation, or welfare of the Members of the Association.</p> <p>(i) The Board of Directors may also authorize landscaping for the front yards of all Owner's Lots, in which event such costs shall be a common expense and subject to maintenance assessments as herein provided.</p>	<p>HOA responsibility is limited to clearing debris. Gates should be added to the list of items to be maintained in light of the fact that the Association has one now and could have more in the future. The existing language can be interpreted to mean that all retaining walls within the development are the responsibility of the association. If so, this requires that the association maintain retaining walls on the individual lots (on private property). The Board believes that retaining walls on private property are the responsibility of the owner. The distinction between association and owner responsibilities for retaining walls should be clarified.</p> <p>Provision for a legal reserve, which has already been approved in an annual meeting, should be included in the Covenants, particularly in light of the fact that building a legal reserve big enough to absorb a significant bill for legal services at multiple hundreds of dollars per hour is likely to require a considerable amount of time. Likewise, provision for a capital reserve fund explicitly for the purpose of making improvements to the common areas should be included in the Covenants to permit new construction where necessary without requiring a major assessment in a single year.</p> <p>The existing provision requires that all front yards be treated in the same way. Implementation of this provision could easily require annual assessments in the neighborhood of \$1,500. The existing provision in (i) should be removed.</p>
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<p><u>(j) The Board of Directors may authorize expenditures for the maintenance of front yards of uninhabited Lots. The Board may also authorize maintenance of front yards of Owner's Lots that are unkempt in the opinion or the Board in which such costs shall be billed to the Lot Owner.</u></p> <p>The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual, or annual basis rather than on the monthly basis hereinabove provided for. Any Member may prepay one or more installments on any Annual Maintenance Assessment levied by the Association, without premium or penalty.</p> <p>The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association which shall provide, without limitation, for <u>expenses pertaining to Article V, paragraphs (a) through (j) above.</u> the management, operation, and maintenance of the Common Areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the Annual Maintenance Assessment against each Lot 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 Maintenance Assessments applicable thereto which shall be maintained by the</p>	<p>The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual, or annual basis rather than on the monthly basis hereinabove provided for. Any Member may prepay one or more installments on any Annual Maintenance Assessment levied by the Association, without premium or penalty.</p> <p>The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association which shall provide, without limitation, for the management, operation, and maintenance of the Common Areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the Annual Maintenance Assessment against each Lot 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 Maintenance Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the</p>	<p>New (i) is necessary to protect Board members and was approved by the membership at an annual meeting.</p> <p>To permit the Board to deal with cases of unoccupied property (foreclosed as an example) a section that gives the Board powers to maintain unkempt lots and bill the Owner should be added.</p> <p>The actual provision is for annual payments, due within 30 days and payable in full when levied.</p> <p>The Board should have authority to expend for all items identified in paragraphs (a) through (j), not just for maintenance items. Reference to "maintenance" should be removed because the list of things money can be spent on is more than that.</p> <p>No "office of the Association" exists. As a practical matter, inspection would have to be at the place (a board member's house most likely)</p>
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<p>Secretary of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the Annual Maintenance Assessments shall thereupon be sent to the Members. The omission by the Board of Directors, before the expiration of any assessment period to fix the amount of the Annual Maintenance Assessment 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 from the obligation to pay the Annual Maintenance Assessment, or any installment thereof, for that or any subsequent assessment period, but the Annual Maintenance Assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No member may is exempt himself from liability for maintenance assessments by abandonment of any Lot belonging to him <u>the owner</u> or by the abandonment of the <u>owner's</u> right to the use and enjoyment of the Common Areas and community facilities.</p> <p>Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities. The Owner of any Lot shall, at his own <u>the Owner's</u> expense, maintain his <u>or her</u> Lot, dwelling, and any and all appurtenances thereto, in good order, condition, and repair,</p>	<p>Board. Written notice of the Annual Maintenance Assessments shall thereupon be sent to the Members. The omission by the Board of Directors, before the expiration of any assessment period to fix the amount of the Annual Maintenance Assessment 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 from the obligation to pay the Annual Maintenance Assessment, or any installment thereof, for that or any subsequent assessment period, but the Annual Maintenance Assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No member may exempt himself from liability for maintenance assessments by abandonment of any Lot belonging to him or by the abandonment of his right to the use and enjoyment of the Common Areas and community facilities.</p> <p>Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities. The Owner of any Lot shall, at his own expense, maintain his Lot, dwelling, and any and all appurtenances thereto, in good order, condition, and repair, and in a clean, sightly, and sanitary condition at all times. In the event</p>	<p>where the records are maintained.</p> <p>Exclusive gender reference should be changed because the owner can be either. The existing provision contains undefined words subject to subjective, arbitrary and capricious</p>
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<p>and in a clean, neat, and sanitary condition at all times. In the event any Owner shall fail to maintain his <u>or her</u> Lot, dwelling, and/or appurtenances thereto, as aforesaid, the Association shall have the right, after first having thirty (30) days written notice of its intent to exercise this right to the Owner, to make the necessary repairs and/or maintenance to the Lot, dwelling, and/or appurtenances thereto, and to charge the cost of such repairs to the Owner, which amount shall be due and payable to the Association from that Owner as an additional assessment hereunder. <u>The Board may make immediate repairs without written notice if the Board determines that a situation exists that is a significant safety hazard.</u></p> <p>Section 2. Special Maintenance Assessments. In addition to the regular maintenanece assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming part of the Common Areas and community and recreational facilities, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided that any such assessment shall have the assent of a of two-thirds (2/3) <u>simple majority</u> of the then Members of the Association</p>	<p>any Owner shall fail to maintain his Lot, dwelling, and/or appurtenances thereto, as aforesaid, the Association shall have the right, after first having thirty (30) days written notice of its intent to exercise this right to the Owner, to make the necessary repairs and/or maintenance to the Lot, dwelling, and/or appurtenances thereto, and to charge the cost of such repairs to the Owner, which amount shall be due and payable to the Association from that Owner as an additional assessment hereunder.</p> <p>Section 2. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year a special maintenanece assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming part of the Common Areas and community and recreational facilities, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided that any such assessment shall have the assent of two-thirds (2/3) of the then Members of the Association. A meeting of the Members shall</p>	<p>interpretation. “You are not maintaining your property to my satisfaction” does not reflect enforcement of an objective standard, not least because that which has not been established as a specification cannot, as a matter of logic, be enforced as a standard. Usable definitions are in the attached interpretation.</p> <p>Particularly in light of the possibility of an unoccupied property requiring maintenance for health or safety reasons, the Board should have the authority to make immediate repairs. However, Loudoun County may require and then make necessary repairs as part of a requirement that properties be maintained. Also, the Board needs the authority to take action without 30 day notification in case of emergency.</p> <p>Majority rule should be retained, but repairs that are required for safety or legal reasons should not be required to have a super majority consenting.</p>
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<p><u>(representatives of 28 Lots).</u> A meeting of the Members shall be duly called for this purpose, after thirty (30) days notice of such meeting to all Members. <u>At the discretion of the Board of Directors, balloting may be conducted by mail.</u> <u>The Board may make repairs to the common property without a vote of members if the Board determines that a situation exists that is an immediate and significant safety hazard.</u></p> <p>Section 3. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and community and recreational facilities by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any State or by any 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. The reserve for replacements of the Common Areas and community and recreational facilities may be expended only for the purpose of affecting the replacement or improvement of the Common Areas and community facilities, repairs to any sidewalks, parking areas, streets, or roadways developed as a part of the Property, equipment replacement, and for start-up expenses and operating contingencies of a nonrecurring</p>	<p>be duly called for this purpose, after thirty (30) days notice of such meeting to all Members.</p> <p>Section 3. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and community and recreational facilities by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any State or by any 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. The reserve for replacements of the Common Areas and community and recreational facilities may be expended only for the purpose of affecting the replacement of the Common Areas and community facilities, major repairs to any sidewalks, parking areas, streets, or roadways developed as a part of the Property, equipment replacement, and for start-up expenses and operating contingencies of a nonrecurring nature relating to the Common</p>	<p>Provision for mail balloting would promote efficiency.</p> <p>The Board needs the authority to take action in case of emergency.</p> <p>As a practical matter, any allocation is most likely to be on an annual basis, barring adoption of a different schedule for collecting assessments.</p> <p>Repairs to sidewalks, public parking areas that are part of streets, public roadways (excluding the access road at the Y between Tramore and Edenberry) are the responsibility of the county. There are no remaining "start up expenses" for the development. Thus provisions for expenditures on those items should be removed.</p>
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<p>nature relating to the Common Areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.</p> <p><u>Section 4. Legal Services Reserve.</u> <u>The Association shall establish and maintain a reserve fund to permit payment for legal services necessary for the administration of the Association, for enforcement of covenants, legal defense, and such other services as the Board deems necessary.</u></p> <p><u>Section 4. 5. Increase In Maximum Annual Maintenance Assessment.</u> The maximum Annual Maintenance Assessment may be increased by the Board of Directors of the Association, without a vote of the Membership, by an amount equal to ten (10) percent of the maximum annual assessment for the preceding year, plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable to <u>by</u> the Association have increased over amounts payable for the same or similar items for the previous year. The maximum Annual Maintenance Assessment may be changed from that</p>	<p>Areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.</p> <p><u>Section 4. Increase In Maximum Annual Maintenance Assessment.</u> The maximum Annual Maintenance Assessment may be increased by the Board of Directors of the Association, without a vote of the Membership, by an amount equal to ten (10) percent of the maximum annual assessment for the preceding year, plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable to the Association have increased over amounts payable for the same or similar items for the previous year. The maximum Annual Maintenance Assessment may be increased above that established by the preceding paragraph by a</p>	<p>Essentially, there are no non-recurring expenses: virtually all expenses are recurring, though they may not be either regular or annual</p> <p>The Association has already approved the establishment of a legal reserve. New Section 4 is intended to make clear in the Covenants that the Association will maintain the funds necessary to obtain any necessary legal services. The existing Covenants make no provision for such a fund, which would make a special assessment necessary in the event legal advice became necessary.</p> <p>No insurance premium is payable to the Association: the Association pays.</p> <p>The current Board believes that the maximum</p>
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established by the preceding paragraph raised by more than ten (10) percent of the assessment for the preceding year by a vote of the Members, as hereinafter provided, for the next succeeding year. Any change made pursuant to this paragraph shall have the assent of ~~two-thirds (2/3)~~ a simple majority of the Members of the Association (representatives of 28 Lots). A meeting of the Members shall be duly called for this purpose. At the discretion of the Board of Directors, balloting may be conducted by mail.

Section 5. 6. Non-Payment of Assessments - Memorandum of Lien for Assessments. Any assessment levied pursuant to this Declaration, and any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied. Upon notice on such delinquency, the Association may declare the entire balance of such Annual or Special ~~Maintenance~~ Assessment due and payable in full and may file a Memorandum of Lien or similar instrument among the land records of Loudoun County or other appropriate office, recording the Association's continuing contractual lien against the Owner's Lot for assessments.
The lien evidenced hereby shall bind the Lot or Lots herein described in the hands of the then

vote of the Members, as hereinafter provided, for the next succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) of the Members of the Association. A meeting of the Members shall be duly called for this purpose.

Section 5. Non-Payment of Assessments - Memorandum of Lien for Assessments. Any assessment levied pursuant to this Declaration, and any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied. Upon notice on such delinquency, the Association may declare the entire balance of such Annual or Special Maintenance Assessment due and payable in full and may file a Memorandum of Lien or similar instrument among the land records or other appropriate office, recording the Association's continuing contractual lien against the Owner's Lot for assessments.
The lien evidenced hereby shall bind the Lot or Lots herein described in the hands of the then Owner thereof, his heirs, devisees, personal

assessment increase year-to-year is more than 10% - based on the "plus" clause, particularly including any additional cost associated with real estate taxes and insurance.

Under Article IX a simple majority can amend the Covenants. This existing provision is not consistent with that provision. Moreover, achieving a 2/3 vote (simple vote total - not a 2/3 vote yea or nay) is difficult. The intent here is to enable the Board to raise the assessment more than 10% with the approval of a majority of the members though this would not be a vote to change the covenants.

<p>Owner thereof, his heirs, devisees, personal representatives, and the personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without establishing, perfecting, foreclosing, or waiving the lien herein provided for to secure the same.</p> <p>No suit or other proceeding may be brought to enforce or foreclose the lien evidenced herein after twenty four (24) months from the date the assessment became due and owing. No suit or other proceeding may be brought to enforce or foreclose the lien except after ten (10) days' written notice to the Member, given by Registered or Certified Mail - Return Receipt Requested, postage prepaid, to the address of the Member shown on the roster of Members maintained by the Association.</p> <p>Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within thirty (30) days after it is due, may bear interest at the rate of ten (10) percent per annum, <u>compounded monthly</u>, and the Association may bring any action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided by law or, if no separate provision is made by law, then in the manner now or hereinafter provided by law for the foreclosure of mortgages, deeds of trust, or other liens on real property in the</p>	<p>representatives, and the personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without establishing, perfecting, foreclosing, or waiving the lien herein provided for to secure the same.</p> <p>No suit or other proceeding may be brought to enforce or foreclose the lien evidenced herein after twenty-four (24) months from the date the assessment became due and owing. No suit or other proceeding may be brought to enforce or foreclose the lien except after ten (10) days' written notice to the Member, given by Registered or Certified Mail - Return Receipt Requested, postage prepaid, to the address of the Member shown on the roster of Members maintained by the Association.</p> <p>Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may bear interest at the rate of ten (10) percent per annum, and the Association may bring any action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided by law or, if no separate provision is made by law, then in the manner now or hereinafter provided by law for the foreclosure of mortgages, deeds of trust, or other liens on real property in the Commonwealth of Virginia containing a power of sale or consent to a</p>	<p>Subject to analysis by an attorney, this provision should be removed unless it is required by Virginia law. As it stands, it says that the association has two years to collect and then gives up the right to enforce its lien in court – the only place that a lien can be enforced. All the lot owner has to do to avoid paying at all to satisfy any lien is stall successfully for two years. However, the two year provision may reflect Commonwealth law.</p> <p>Add “compounded monthly” (same as a mortgage or credit card).</p>
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<p>Commonwealth of Virginia containing a power of sale or consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, <u>plus</u> costs, and reasonable attorneys' fees of not less than twenty (20) percent of the sum claimed shall be added to the amount of each assessment. Suit for any deficiency may be maintained in the same proceeding.</p> <p>The Association shall <u>may</u> notify the holder of the First Mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty <u>forty-five (45)</u> days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) <u>forty-five (45)</u> days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.</p> <p>Section 6. <u>7</u>. Assessment Certificates. The Association shall, upon written demand at any time, by registered or certified mail, furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing and in form sufficient for recordation signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or</p>	<p>decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs, and reasonable attorneys' fees of not less than twenty (20) percent of the sum claimed shall be added to the amount of each assessment. Suit for any deficiency may be maintained in the same proceeding.</p> <p>The Association shall notify the holder of the First Mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.</p> <p>Section 6. Assessment Certificates. The Association shall, upon written demand at any time, by registered or certified mail, furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing and in form sufficient for recordation signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid as to a particular Lot. Such certificate shall be conclusive</p>	<p>Insert the word "plus" after interest to make the total consist of all interest plus costs, and reasonable attorney's fees of not less than 20%. Interest on the debt and costs/fees are two separate issues.</p> <p>Replace "shall" with "may." Shall requires the Board to take this action. Such action should be at the discretion of the Board as there may be special circumstances.</p> <p>The period should be changed to 45 days before the Board may notify the Mortgage company. If the assessment is not paid within 30 days, this gives the Board the option of notifying the homeowner that his/her Mortgage company will be notified unless payment is made within the next 15 days.</p>
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unpaid as to a particular Lot. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. Failure of the Association to furnish or make available such a certificate within ten (10) business days following receipt of such a written request shall extinguish the right of the Association to claim the lien for such assessment provided by law and provided for in this Declaration, and a charge not to exceed Fifteen Dollars (\$15.00) may be levied in advance by the Association for each certificate so requested.

Section 7. 8. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any First Trust or Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. If the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof extinguishes the lien of such assessments as to payment thereof which became due prior to such sale or transfer, the former owner shall be deemed to be personally liable for the debt and expressly agrees to pay any costs of collection in addition to the original lien.

evidence of the payment of any assessment therein stated to have been paid. Failure of the Association to furnish or make available such a certificate within ten (10) business days following receipt of such a written request shall extinguish the right of the Association to claim the lien for such assessment provided by law and provided for in this Declaration, and a charge not to exceed Fifteen Dollars (\$15.00) may be levied in advance by the Association for each certificate so requested.

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Foreclosure extinguishes existing liens under the current provision, meaning the Association is barred from recovering what it is owed by former owners. Under most circumstances, liens are enforceable only against the property – not the owner. Thus the only way to preserve the ability of the Association to collect what it is due is to make the former owner personally responsible for the debt. Collection will remain difficult, but it

<p>Section 8. 2. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:</p> <ul style="list-style-type: none"> (a) All properties dedicated to and accepted by a local public authority; (b) The Common Areas; (c) All properties owned by charitable or other organizations exempt from taxation by the laws of the Commonwealth of Virginia. <p>However, no land or improvements devoted to dwelling use shall be exempt from said assessments.</p> <p>Section 9. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the Lots subject to the Declaration on the first day of the month following conveyance by the original developer of the property--The Connemara Corporation--of the first Lot to an Owner, to be applied on a sectional basis for annexed properties. No Lot shall be subject to such assessment until the first day of the month following the conveyance of the first Lot in a Section to an Owner. The first annual assessment shall be adjusted accordingly to the number of months remaining in the calendar year.</p> <p>Section 10. Dissolution of the Association. In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each Lot shall continue to be</p>	<p>Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:</p> <ul style="list-style-type: none"> (a) All properties dedicated to and accepted by a local public authority; (b) The Common Areas; (c) All properties owned by charitable or other organizations exempt from taxation by the laws of the Commonwealth of Virginia. <p>However, no land or improvements devoted to dwelling use shall be exempt from said assessments.</p> <p>Section 9. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the Lots subject to the Declaration on the first day of the month following conveyance by the original developer of the property--The Connemara Corporation--of the first Lot to an Owner, to be applied on a sectional basis for annexed properties. No Lot shall be subject to such assessment until the first day of the month following the conveyance of the first Lot in a Section to an Owner. The first annual assessment shall be adjusted accordingly to the number of months remaining in the calendar year.</p> <p>Section 10. Dissolution of the Association. In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each Lot shall continue to be</p>	<p>will also remain possible.</p> <p>Section 9 should be completely replaced because provisions regarding payment of the first assessment can no longer apply to any lot. The developer has already conveyed all lots. The provision should be replaced by one saying when assessments are due from current owners (see new Section 9).</p> <p>Subject to review by an attorney, Section 10 should be deleted. Existing Section 10 provides for dissolution of the Association but requires all</p>
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<p>subject to the annual assessment specified in Section 1 of this Article, and each Owner shall continue to be personally obligated for such assessment, to the extent that such assessments are required to enable the grantee of the real property owned by the Association to properly maintain it. In no event, however, shall the assessment exceed the amount that would otherwise be payable to the Association in accordance with the provisions of this Article.</p> <p><u>Section 10. Date of Commencement of Annual Assessments: Due Dates.</u> The annual assessments provided for herein shall commence on the first day of the calendar year (January 1). Payment will be due no later than the last day of February of the same year.</p>	<p>subject to the annual assessment specified in Section 1 of this Article, and each Owner shall continue to be personally obligated for such assessment, to the extent that such assessments are required to enable the grantee of the real property owned by the Association to properly maintain it. In no event, however, shall the assessment exceed the amount that would otherwise be payable to the Association in accordance with the provisions of this Article.</p>	<p>residents to continue to meet the obligations they would have been required to meet had the Association continued to exist. In the event that common property was granted (sold) upon dissolution of the association, the new owner (grantee) would have the right to demand that the owners of lots previously in the association continue to pay for maintenance of the common property. One major difference would be that there would be no provision for any governance (homeowner control exercised through the Board) of the development following dissolution.</p> <p>Subject to legal advice, language stating the obligations of the Owners should the Association be dissolved for whatever reason should be inserted.</p>
<p style="text-align: center;">ARTICLE VI</p> <p>Section 2 1. Architectural Control Committee. The Board of Directors shall appoint an Architectural Control Committee (ACC) for the purpose of review and approval or denial of changes to structures on the Owners property pursuant to existing</p>	<p style="text-align: center;"><u>NOTE THAT THE ORDER OF THE SECTIONS IN ARTICLE VI HAS BEEN CHANGED.</u></p> <p style="text-align: center;">ARTICLE VI</p> <p>Section 2. Architectural Control Committee - Operation. The Board of Directors shall appoint an Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of</p>	<p>Existing Section 2 has been moved, re-titled as Section 1 (and the reverse) and modified to make the composition, responsibilities and limit of authority of the ACC explicit prior to setting forth</p>

<p><u>architectural standards specified in the Covenants. Material changes to established Association standards are subject to review by the Board and approval by a majority of the Members of the Association (28 lots). The Architectural Control Committee ACC shall be composed of three (3) or more natural persons designated by the Board of Directors. <u>The chairperson of the committee shall be an elected member of the Board and members must be Lot Owners.</u> The affirmative vote of a majority of the Members of the Architectural Control Committee ACC shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.</u></p> <p>Section 4 2. Architectural Control Committee – Operations and Authority. Except for construction or development by, for, or under contract with the Association, and except for any improvements to any Lot or to the Common Areas accomplished by the Association concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered, or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the</p>	<p>Directors. The affirmative vote of a majority of the Members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.</p> <p>Section 1. Architectural Control Committee. Except for construction or development by, for, or under contract with the Association, and except for any improvements to any Lot or to the Common Areas accomplished by the Association concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered, or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color,</p>	<p>the Covenants provisions that it is intended to enforce.</p> <p>This provision appears to make pre-approval of repairs, including repainting with the original color, or replacement of architectural elements (rail – for example) un-necessary, the words of importance being “except for purposes of proper maintenance and repair.” That is, it should not be necessary to get approval to repair or paint <u>if the result restores the property to its original condition.</u></p>
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<p>location, nature, shape, height, material, color, type of construction, and any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color, and location in relation to surrounding structures and topography and conformity with the design concept for the community by an <u>the ACC, Architectural Control Committee, designated by the Board of Directors.</u> This provision specifically allows for painting of exterior trim and doors in any color from a pre-approved list maintained by the Architectural Control Committee. This list will include, at a minimum, those colors originally used by the builder. This provision specifically allows for storm doors and storm windows, where such are made of or clad with aluminum, steel, vinyl, or other weatherproof material, and where such storm doors and windows are provided with a factory-applied coloring of black, brown, broaze, or white, or where such are painted to match the Dwelling trim. Any style of doors and windows is permitted. Member submittals which, in the opinion of the Architectural Control Committee, are not in conformance shall be decided by a referendum vote of all Members. <u>Exterior trim and doors may be in any color from the pre-approved list maintained by the ACC or similar color approved by the ACC. This list will include, at a minimum, those colors originally used by the builder. Doors and trim may be painted in the colors</u></p>	<p>type of construction, and any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color, and location in relation to surrounding structures and topography and conformity with the design concept for the community by an Architectural Control Committee designated by the Board of Directors.</p> <p>This provision specifically allows for painting of exterior trim and doors in any color from a pre-approved list maintained by the Architectural Control Committee. This list will include, at a minimum, those colors originally used by the builder. This provision specifically allows for storm doors and storm windows, where such are made of or clad with aluminum, steel, vinyl, or other weatherproof material, and where such storm doors and windows are provided with a factory-applied coloring of black, brown, broaze, or white, or where such are painted to match the Dwelling trim. Any style of doors and windows is permitted. Member submittals which, in the opinion of the Architectural Control Committee, are not in conformance shall be decided by a referendum vote of all Members. Approval of this referendum shall constitute a change to the design concept for the community. Approval shall require a simple majority of eligible votes.</p>	<p>The existing provision directs approval (no discretion by anyone for any reason) of the use of any of the colors on the list, regardless of what they may be or how they may look with the other colors on the house. In simple terms, this provision says that as long as an owner is using a color on the list, there is absolutely no ground whatever for disapproval.</p> <p>Those colors originally used by the builder are manufacturer-specific, even if other paint companies can (and will) match them. The list is also too short to allow people who might want to use a slightly different color any freedom to do so. A better specification would be an approved spectrum with multiple shades and color values.</p> <p>Effectively, the existing provision directs approval of ANY garage door that anyone wants to use to replace what is currently installed. The same goes for windows. Moreover, windows are</p>
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<p><u>originally used on the dwelling in those applications or a color from the pre-approved list without approval of the ACC. Door and trim colors do not have to be the same, but all trim paint shall be of one color. Member proposals regarding colors that appear to be acceptable and which, in the opinion of the ACC, do not conform to the existing list of acceptable colors shall be decided by a referendum vote of all Members.</u> Approval of this referendum shall constitute a change to the design concept for the community. Approval shall require a simple majority of eligible votes.</p> <p>Section 3. Approvals, etc. <u>Complete plans and specifications must be received by a member of the ACC in writing in person, by electronic mail, or by mail with official US Postal Service proof of delivery.</u> Upon approval by the Architectural Control Committee <u>ACC</u> of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. <u>If the member has proof of submission of the plans and specifications of a change requiring ACC approval in the form of a written acknowledgment or official US Postal Service proof of delivery and</u> In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the</p>	<p>Section 3. Approvals, etc. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.</p>	<p>NOT required to have grids according to this provision. Note also that these provisions are silent with respect to roofing materials/style.</p> <p>The provision has been rewritten to make clear that the requestor must provide all information necessary for a decision to be made and must maintain evidence that a request for approval was submitted on a particular date.</p> <p>This provision, as it exists, requires that the ACC be prepared to prove a negative (not possible). For example, the existing provision would permit anyone to make any modification and then claim that the ACC had received a request for approval that was not acted upon within 60 days unless the ACC could conclusively demonstrate that it had never received a complete request, which it could not.</p>
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provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the ~~Architectural Control Committee~~ ACC) have been ~~submitted to~~ received by it in writing, then approval will not be required and the requirements of this Article will be deemed to have been ~~complied with~~ fully met.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the ~~Architectural Control Committee~~ ACC pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the ACC (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within ~~twelve (12)~~ six (6) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. .
~~Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or~~

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Unless the Association is willing to have lots look like construction sites for up to a year, the existing provision is not a good provision to keep.

The existing provision invites the accusation that the ACC could act in an arbitrary and capricious manner if it approved/disapproved a request and subsequently disapproved/approved essentially the same request.

~~any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.~~

Section 5. Rules and Regulations, etc. The ~~Architectural Control Committee~~ ACC may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, and guidelines, and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials, or other matters relative to architectural control (e.g., window appearance, garage door replacement, shed construction, roof replacement) and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria, or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the ACC shall be final except that any Member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards, or guidelines established by the Committee) may appeal the decision of the ~~Architectural Control Committee~~ ACC to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 6. Prohibited Uses and Nuisances. Except with the prior written approval of the

Section 5. Rules and Regulations, etc. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, and guidelines, and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials, or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria, or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Architectural Control Committee shall be final except that any Member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards, or guidelines established by the Committee) may appeal the decision of the Architectural Control Committee to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 6. Prohibited Uses and Nuisances. Except with the prior written approval of the Board of Directors of the Association or the Architectural Control Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any

Anything adopted must conform to the provisions contained in the covenants, including those provisions that effectively direct (make automatic) approval of certain kinds of requests for approval.

<p>Board of Directors of the Association or the Architectural Control Committee ACC, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Areas:</p> <p>(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Members. <u>The Board of Directors or, upon resolution of the Board of Directors, the ACC, shall have the authority, after hearing, to determine whether a particular trade or activity is noxious, a nuisance, or a source of annoyance to other members, and such determination shall be conclusive.</u> Without limiting the generality of the foregoing, no <u>mechanically or electrically actuated</u> speaker, horn, whistle, siren, bell, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any dwelling or upon the exterior of any other improvements;</p> <p>(b) The maintenance, keeping, boarding, or raising of animals, livestock, or poultry, of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling, except that this shall not</p>	<p>dwelling or upon the Common Areas:</p> <p>(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any dwelling or upon the exterior of any other improvements;</p> <p>(b) The maintenance, keeping, boarding, or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats, caged birds, or other animals commonly accepted as domestic pets provided they are not kept, bred, or</p>	<p>“Noxious” and “offensive” are not defined terms. These terms are defined in the attached interpretations. Note, however, that Commonwealth and Loudoun County ordinances have already declared that in-home day care is a residential use of the property as long as the operator abides by legal requirements and limits. Strictly read, the existing provision prohibits wind chimes, which clearly are not security devices.</p> <p>The existing provision effectively opens the list to just about any animal in light of the fact that “commonly” is an ill defined and subjective term. Pot-belly pigs and white rats are kept almost exclusively as pets, chickens are commonly kept</p>
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<p>prohibit the keeping of dogs, cats, caged birds, or other animals commonly accepted as domestic pets provided they are not kept, bred, or maintained for commercial purposes and, provided further, that such domestic pets are not outside the dwelling for any commercial purpose, or for any use except as a domestic pet housed within the dwelling, shall be and is hereby prohibited on any Lot. A pet must not be a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the ACC, shall have the authority after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be registered, licensed, and inoculated as required by law. <u>All pets, inside or outside of the residence are required to be kept and maintained in accord with all applicable ordinances of Loudoun County and laws of the Commonwealth of Virginia.</u> Pets shall not be permitted upon the Common Areas unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate;</p> <p>(c) No burning of any trash <u>shall be</u></p>	<p>maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the Architectural Control Committee, shall have the authority after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed, and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Areas unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate;</p> <p>(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building</p>	<p>as pets in many places, and even alligators have been sold as pets.</p> <p>The provision has been rewritten to prohibit commercial breeding and boarding operations.</p> <p>The existing and proposed provisions prohibit unattended animals, specifically including cats as well as dogs allowed to run freely.</p> <p>Strictly read, the existing provision prohibits delivery and storage of such things as mulch and topsoil when it is to be stored outdoors (driveways are a common place for such</p>
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<p>permitted on any Lot. and nNo accumulation or storage of litter, lumber scrap metals, refuse, bulk materials, waste, new or used building materials, or trash or any other kind shall be permitted on any Lot <u>within view of the street</u>;</p> <p>(d) Except as herein elsewhere provided, no junk vehicle, trailer, camper, camp truck, house trailer, boat, or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas and community facilities) shall be kept upon the Property, except when such vehicle, equipment or machinery is <u>actually in use, or except as such vehicle, equipment, or machinery is housed within the garage of the owner’s dwelling. No commercial vehicle may remain stationary on any Member’s property for more than four hours except while actually engaged in a delivery or in connection with maintenance, repairs or alterations being made to a dwelling or lot.</u> nor, (e)Except for bonafide emergencies) shall the, customizing, modification,</p>	<p>materials; or trash of any other kind shall be permitted on any Lot;</p> <p>(d) Except as herein elsewhere provided, no junk vehicle, trailer, camper, camp truck, house trailer, boat, or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas and community facilities shall be kept upon the Property, except as such vehicle, equipment, or machinery is housed within the garage of the owner’s dwelling, nor (except for bonafide emergencies) shall the customizing, modification, extraordinary repair or extraordinary maintenance of automobiles be carried out thereon, except within the owner’s garage. Any customizing, modification, extraordinary repair or extraordinary maintenance that can be reasonably completed within three (3) days is also permitted in the owner’s driveway. The Association may, in the discretion of the Architectural Control Committee, provide and maintain a suitable area designated for the parking of such</p>	<p>materials). Strictly read, this provision might also prohibit wood piles for fireplaces as well.</p> <p>“Junk vehicle” is an appellation applied by each person and one person’s “junk vehicle” may well be another’s “antique.” The terms are usefully defined in the accompanying interpretations.</p> <p>Missing close parenthesis following “facilities.” Presence of vehicles/equipment/machinery should be restricted to actual use - storage should not be permitted.</p> <p>Neither “customizing or modification is ever done as a result of a bona fide emergency and “extraordinary maintenance” (undefined) seems not likely to be done on an emergency basis.</p> <p>There is a difference between “can be reasonably completed within three days” and actually doing so. A brake job should be done in less than one day but the wording of the existing provision can be interpreted to mean that because the brake job</p>
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<p>extraordinary repair or extraordinary maintenance of automobiles <u>shall not be carried out thereon, except within the owner's garage. Any modification, extraordinary repair or extraordinary maintenance to a vehicle belonging to an owner or resident</u> Any customizing, modification, extraordinary repair or extraordinary maintenance that can be reasonably completed within three (3) days is also permitted in the owner's driveway. <u>Any such repair to an owner's or resident's vehicle must be completed within (3) days after the vehicle is parked in the place where the repairs will be made.</u> The Association may, in the discretion of the Architectural Control Committee <u>ACC</u>, provide and maintain a suitable area designated for the parking of such vehicles or the like;</p> <p>(e) Trash and garbage containers shall not be permitted to remain in public view <u>Except on days of trash collection or the evening (not prior to 4:00 p.m.) immediately prior to collection day, trash and garbage containers must be stored in a place not readily visible from the street. Empty trash containers must be stored out of sight by 9:00 p.m. on the day trash is collected.</u> No incinerator shall be kept or maintained upon any Lot. Garbage, trash, and other refuse shall be placed in covered containers, or plastic bags as designated by the Association. The</p>	<p>vehicles or the like;</p> <p>(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash, and other refuse shall be placed in covered containers, or plastic bags as designated by the Association. The Association reserves the right to remove such containers left in violation of this provision;</p> <p>(f) No Lot shall be divided or</p>	<p>could be done inside three days, the vehicle can sit on blocks with its wheels off for months. Driveway repairs to vehicles should not permit commercial operation of a garage (work on vehicles belonging to others).</p> <p>"In public view" is a subjective determination. Strictly read, this provision requires that garbage containers be kept inside the dwelling or garage (not desirable for various reasons) except on collection days. The hours during which trash containers and trash should be specified for the sake of clarity.</p>
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<p>Association reserves the right to remove such containers left in violation of this provision;</p> <p>(f) 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. No portion of any dwelling (other than the entire dwelling) shall be leased. <u>All rentals or leases to individuals not related to the owner occupying a part of the dwelling as his primary residence must conform to the requirements and limitations of the laws, ordinances, regulations and rules of Loudoun County and the Commonwealth of Virginia.</u> The provisions of this subsection 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 Association, or any other person for any purpose;</p> <p>(g) Except for hoses and the like <u>similar or related equipment</u> which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable, or similar transmission line shall be installed or maintained on any Lot above the surface of the ground <u>more than two (2) inches from an outside wall of the house</u>;</p> <p>(h) No Lot shall be used for the purpose</p>	<p>subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection 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 Association, or any other person for any purpose;</p> <p>(g) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable, or similar transmission line shall be installed or maintained on any Lot above the surface of the ground;</p> <p>(h) No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other</p>	<p>The existing provision prohibits rental of part of a dwelling. The provision has not been strictly enforced, without objection. The existing provision should be removed from the covenants and replaced by a provision reflecting accepted practice.</p> <p>Provision should be made for the portion (last one or two feet) of transmission lines that are required to be above ground because underground entry through the foundation is not practical and for transmission lines attached directly to the outside of the house, such a telephone and television cables.</p>
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<p>of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth;</p> <p>(i) No sound hardwood tree measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through the ACC or duly appointed subcommittee. <u>Diseased or damaged trees or limbs that pose a hazard to life or property may be removed by the property owner without ACC approval.</u> The ACC may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees or other natural resources and wildlife as it may consider appropriate;</p> <p>(j) No structure of a temporary character, and no trailer, tent, barn, pen, kennel, run, stable, or permanent outdoor clothesline shall be erected, used, or maintained on any Lot at any time. <u>Except as specifically permitted by these Covenants or approved by the ACC, no structure of a temporary character, and no trailer, tent, barn, pen, kennel, run, stable, or permanent outdoor clothesline shall be erected, used, or maintained on any Lot at any time.</u> Specific exceptions are allowed for overnight tents for children and area tents for special events and social gatherings such as weddings,</p>	<p>hydrocarbons, minerals, gravel, or earth;</p> <p>(i) No sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through the Architectural Control Committee or duly appointed subcommittee. The Architectural Control Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees or other natural resources and wildlife as it may consider appropriate;</p> <p>(j) No structure of a temporary character, and no trailer, tent, barn, pen, kennel, run, stable, or permanent outdoor clothesline shall be erected, used, or maintained on any Lot at any time. Specific exceptions are allowed for overnight tents for children and area tents for special events and social gatherings such as weddings, graduations, and the like, which may be erected and used for periods up to three (3) days. Approved tents may not be erected in the front yard of any Lot. Exception is made to allow a collapsible outdoor clothesline, which may be used in the property backyard only, and which must be collapsed when not in use;</p>	<p>Unless there is some good, not obvious reason why, evergreens should not be exempt.</p> <p>Property owners should be permitted to remove obviously damaged or diseased trees and limbs.</p> <p>Many properties have “outbuildings,” of which both barns and garden sheds are varieties. Approval of sheds has already been granted. Thus, the provision should be changed to reflect what has been approved many times.</p>
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<p>graduations, and the like, which may be erected and used for periods up to three (3) days. Approved tents Tents may not be erected in the front yard of any Lot. Exception is made to allow a collapsible outdoor clothesline, which may be used in the property backyard only, and which must be collapsed when not in use;</p> <p><u>(k) No lot shall be used for commercial storage of bulk materials, parking or storage of construction or construction-related equipment (including trucks), or parking of vehicles other than personal vehicles. Bulk or bagged landscaping materials for use on the Lot may not be stored in public view from the street for more than ten (10) days following delivery.</u></p> <p><u>(l) Parking on any lot is permitted only on an established driveway or inside a garage.</u></p> <p>(km) Except for entrance signs, directional signs, signs for traffic control or safety, community “theme areas” and such promotional sign or signs as may be maintained by the Association, advertising devices of any character shall be erected, posted, or displayed upon, in or about any Lot or Dwelling, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any Dwelling placed upon the market for sale or rent. Any such</p>	<p>(k) Except for entrance signs, directional signs, signs for traffic control or safety, community “theme areas” and such promotional sign or signs as may be maintained by the Association, no signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about any Lot or Dwelling, provided, however, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any Dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or</p>	<p>New paragraph (k) is intended to permit storage of some materials under some conditions currently prohibited by paragraph (c).</p> <p>New paragraph (l) is intended to make clear that parking is permitted only in conventional parking places and to avoid having people use their yards as parking lots.</p> <p>Strictly read, the existing provision dealing with signs "in...any dwelling" prohibits the beer signs (and the like) that may be in recreation rooms and similar places.</p>
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<p>temporary real estate sign shall be removed promptly following the sale or rental of such Dwelling. Specific exception is made for signs affixed to vehicles belonging to Members where such signs do not exceed three (3) signs per vehicle and exceed six (6) square feet in area (each). Specific exception is also made for signs displaying the resident's name which may be attached to a mailbox (not to exceed the approximate dimensions of the box) or to the front of the Dwelling (not to exceed two (2) square feet. Yard sale signs not to exceed six (6) square feet in area may be posted for up to seventy two (72) hours. The provisions and limitations of this subsection shall not apply to any institutional first mortgage of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment, or deed in lieu of foreclosure; <u>no permanent or semi-permanent signs or advertising devices of any character visible from the property line shall be erected, posted, or displayed upon, in or about any Lot or Dwelling. However, the following are permitted subject to the stated conditions, if any.</u></p> <ul style="list-style-type: none"> • <u>One temporary real estate sign not exceeding six (6) square feet in area</u> 	<p>rental of such Dwelling. Specific exception is made for signs affixed to vehicles belonging to Members where such signs do not exceed three (3) signs per vehicle and exceed six (6) square feet in area (each). Specific exception is also made for signs displaying the resident's name which may be attached to a mailbox (not to exceed the approximate dimensions of the box) or to the front of the Dwelling (not to exceed two (2) square feet. Yard sale signs not to exceed six (6) square feet in area may be posted for up to seventy-two (72) hours. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any Lot who comes into possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment, or deed in lieu of foreclosure;</p>	<p>Signs affixed to vehicles are not subject to the Association's jurisdiction except to the extent that the vehicle in question is thus effectively made a commercial vehicle and subject to the provisions governing commercial vehicles.</p> <p>The paragraph has been rewritten for ease of reading and to remove special treatment related to foreclosure, judicial sale, etc. because there is no obvious reason why one class of seller should be permitted to have signs not permitted to other sellers. The size of the permitted sign does not change the rights of the seller.</p>
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<p><u>may be erected upon any Lot or attached to any Dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or Dwelling.</u></p> <ul style="list-style-type: none">• <u>With the permission of the owner of the Lot, one temporary service-related sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any Dwelling by a contractor while service is actually being performed. Any such temporary service-related sign shall be removed within three days following completion of the service.</u>• <u>One temporary campaign or campaign-related political support sign per issue, party or candidate, not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any Dwelling during a political campaign with the permission of the owner. Any such temporary campaign or political support sign shall not be displayed for more than 45 consecutive days and shall be removed within three days following the end of the campaign.</u>• <u>Signs displaying the resident's name and/or address may be attached to a mailbox (not to exceed the approximate dimensions of the</u>		
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<p><u>box) or to the front of the Dwelling (not to exceed two (2) square feet.</u></p> <ul style="list-style-type: none"> • <u>One yard sale sign not to exceed six (6) square feet in area may be posted for up to seventy-two (72) hours.</u> <p>(h) 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 <u>materially</u> change, obstruct, or retard direction or flow of any drainage channels. No storage shall be allowed outside of the fenced rear yard;</p> <p>(m) No outside television aerial or radio antenna, or other aerial or antennae for either reception or transmission, shall be maintained upon the Property, except that such aerials or antennae may be erected and maintained within the Dwellings located upon the Property; and <u>No visible outside antenna in excess of six feet in maximum dimension may be erected or maintained upon the Property for any purpose other than reception of over-the-air broadcast signals; and</u></p> <p>(n) No Member shall make any private or exclusive or proprietary use of any of the Common Areas except with the specific approval of the ACC and then only on a temporary basis and</p>	<p>(1) 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 direction or flow of any drainage channels. No storage shall be allowed outside of the fenced rear yard;</p> <p>(m) No outside television aerial or radio antenna, or other aerial or antennae for either reception or transmission, shall be maintained upon the Property, except that such aerials or antennae may be erected and maintained within the Dwellings located upon the Property; and</p> <p>(n) No Member shall make any private or exclusive or proprietary use of any of the Common Areas except with the specific approval of the Architectural Control Committee and then only on a temporary basis and no Member shall engage or direct any employee of the</p>	<p>"Unreasonably" is not a defined term and permit some change. As long as water flows off the property in the same way after any installation as before, no material change would have been made.</p> <p>This provision conflicts with existing (c) above, which flatly prohibits "storage" anywhere on the lot.</p> <p>The existing provision conflicts with the Federal Communication Commission's ruling (47 C.F.R. Section 1.4000) that such prohibitions are not enforceable, at least with respect to over-the air reception.</p>
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<p>no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise, or in any manner attempt to assert control over any employee of the Association.</p> <p>Section 7. Residential Use –Leasing. All Dwellings shall be used for private residential purposes exclusively. <u>All Dwellings shall be used for private residential purposes when occupied. Use for non-residential purposes that do not change the character of the dwelling structure or lot in any way that would permit differentiation of the dwelling from other residences when considered from the property line are permitted as long as the primary use of the dwelling structure is at all times residential. Any non-residential use of a dwelling structure must not be a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors, or upon resolution of the Board of Directors, the ACC, shall have the authority, after hearing, to determine whether a particular use is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive.</u></p> <p>Section 8. Fences. Any fence constructed upon the Property shall be properly maintained and shall be either horizontal, rustic, unfinished split rail or vertical split sapling, or vertical board (stockade) and shall not extend beyond</p>	<p>Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise, or in any manner attempt to assert control over any employee of the Association.</p> <p>Section 7. Residential Use - Leasing. All Dwellings shall be used for private residential purposes exclusively.</p> <p>Section 8. Fences. Any fence constructed upon the Property shall be properly maintained and shall be either horizontal, rustic, unfinished split rail or vertical split sapling, or vertical board (stockade) and shall not extend beyond the front building line of the Dwelling on the Lot upon which any such fence is erected or</p>	<p>Strictly read, the existing provision prohibits home offices as well as day care and similar business and, by extension, prohibits telecommuting. Section 7 has been changed to permit any use of a dwelling that is not inconsistent with its use as a residence and that does not create a nuisance or annoyance to any other member. The Board or ACC will be given the authority to determine whether any particular use creates a nuisance. Certain uses, such as a day-care, that conform to commonwealth and county requirements have already been conclusively determined to be consistent with residential use (see the Loudoun County Zoning Ordinance, dated June 16, 1993 - Sections 5-400 and 5-601 in particular) and are therefore, not subject to challenge except with respect to compliance with requirements established by the Commonwealth or county.</p>
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the front building line of the Dwelling on the Lot upon which any such fence is erected or the front building line of the Dwellings on all immediately adjacent Lots. No fence shall be more than six (6) feet in height. Chain link (except around recreational areas) and other wire fencing is prohibited. Specific exception is made for the addition of metal wire mesh to the interior side of an approved fencing, where such wire is coated with a durable non-rusting material (such as vinyl) and where such coating is black, dark green, or dark brown. The erection of all fences shall be subject to the provisions of this Article. All fencing must be approved by the ACC unless it is a replacement fence in the same style and material of the fence to be replaced or repaired.

Section 9. Co-generation of Electrical Power. With approval of the ACC, equipment for co-generation and/or emergency generation of electrical power may be installed. The completed installation must be consistent with the architectural and nuisance standards of the Association. Specifically, the completed installation must not cause the dwelling or lot to materially deviate from appearance standards established by the Association and must not result in violation of any sound or odor standards of the Association.

Section 9 10. Parking. Parking upon the Common Areas may be regulated by the Board of Directors and parking spaces may be assigned by the Board or by such Committee as the Board may designate for that purpose. In

the front building line of the Dwellings on all immediately adjacent Lots. No fence shall be more than six (6) feet in height. Chain link (except around recreational areas) and other wire fencing is prohibited. Specific exception is made for the addition of metal wire mesh to the interior side of an approved fencing, where such wire is coated with a durable non-rusting material (such as vinyl) and where such coating is black, dark green, or dark brown. The erection of all fences shall be subject to the provisions of this Article.

Section 9. Parking. Parking upon the Common Areas may be regulated by the Board of Directors and parking spaces may be assigned by the Board or by such Committee as the Board may designate for that purpose. In the event parking spaces upon the Common Areas are assigned as aforesaid, then no

Language has been added to clarify that except when a new fence merely replaces an existing fence without any change in appearance it must be approved by the Architectural Control Committee.

A new Section 9 has been added to accommodate the possibility that residents may want to install alternative energy sources, such as solar power panels or roofs, and/or emergency generation capacity, such as gas, diesel or gasoline powered private generators. Old Sections 9 through 11 have been renumbered to accommodate the new section.

<p>the event parking spaces upon the Common Areas are assigned as aforesaid, then no Member shall make use of any parking space other than the space or spaces assigned to his Lot by the Board of Directors without the express written consent of both the owner of the Lot to which such other space has been assigned and the Board of Directors of the Association, nor shall any Member invite, encourage, or permit the use by his guests of parking spaces assigned to Lots other than his own. No vehicle belonging to any Member, or to any guest, or employee of any Member, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any other parking space upon the Common Areas. No commercial vehicle, whether owned by the Owner or any other person, shall be permitted to remain on or be parked on the Common Area overnight. Nothing shall be stored upon any of the parking areas nor shall the same be permitted to accumulate trash or debris. In the event the Board of Directors elects to assign parking spaces upon the Common Areas as herein provided for, then the Board of Directors may make reasonable efforts to assign parking spaces in a manner calculated to make reasonable adjustments to accommodate the elderly and the handicapped.</p> <p>Section 10 10 11. House Rules, etc. There shall be no violation of any rules for the use of the Common Areas and community facilities or “house rules” or other community rules and regulations not inconsistent with the provisions</p>	<p>Member shall make use of any parking space other than the space or spaces assigned to his Lot by the Board of Directors without the express written consent of both the owner of the Lot to which such other space has been assigned and the Board of Directors of the Association, nor shall any Member invite, encourage, or permit the use by his guests of parking spaces assigned to Lots other than his own. No vehicle belonging to any Member, or to any guest, or employee of any Member, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any other parking space upon the Common Areas. No commercial vehicle, whether owned by the Owner or any other person, shall be permitted to remain on or be parked on the Common Area overnight. Nothing shall be stored upon any of the parking areas nor shall the same be permitted to accumulate trash or debris. In the event the Board of Directors elects to assign parking spaces upon the Common Areas as herein provided for, then the Board of Directors may make reasonable efforts to assign parking spaces in a manner calculated to make reasonable adjustments to accommodate the elderly and the handicapped.</p> <p>Section 10. House Rules, etc. There shall be no violation of any rules for the use of the Common Areas and community facilities or “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</p>	
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<p>of this Declaration, which may from time to time be adopted by the Board of Directors of the Association and promulgated among the Membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.</p> <p>Section 11. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the ACC or the Board of Directors required herein, and, upon written notice from the ACC or the Board of Directors, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated within fifteen (15) days (or such shorter period as may be required in any such notice) after <u>notice of such violation is the period specified in any notice of violation</u> delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the ACC) to enter upon such Lot and to take such steps as may be necessary to remove or</p>	<p>the Association and promulgated among the Membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.</p> <p>Section 11. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural Control Committee or the Board of Directors required herein, and, upon written notice from the Architectural Control Committee or the Board of Directors, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Control Committee) to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and</p>	<p>Time limits for the removal/remedy of violations of the covenants are not consistent and should be made consistent, or the differences made clear. For example, Article IV Section 1 says 30 days.</p> <p>The right word to use instead of “may” is “will.”</p>
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otherwise terminate or abate such violation and the cost thereof will be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees, or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 13. Enforcement - Fines for Noncompliance. The Board of Directors is hereby authorized to levy fines on any Lot upon which a violation of any part of this Declaration has occurred, and the Owner has failed to correct such violation within the later of the time specified by the applicable section of this Declaration, or time specified in writing by the Board of Directors.

(a) All fines levied by the Board of Directors must comply with the provisions in the Fines Schedule in

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

New Section 12 is intended to permit the Board to actually enforce the Covenants in a way that will strongly encourage compliance.

force on the date on which the notice of violation was sent to the Owner. If no Fines Schedule was in force on that date, the fines must comply with the Fines Schedule in force at the time the fines are levied.

(b) The Fines Schedule must be approved by a majority of the Members in attendance of an Annual Meeting of the Members or a Special Meeting of the Members called in accordance with the Bylaws of the Connemara Woods Homeowners Association. Once approved, the Fines Schedule will remain in force until amended or revoked by a majority of the Members in attendance of an Annual Meeting of the Members or a Special Meeting of the Members called in accordance with the Bylaws of the Connemara Woods Homeowners Association.

(c) A Repeat Violator is a Lot on which:

- Three or more occurrences of a violation of the same Declaration provision has occurred within a period of 90 consecutive days, and
- Written notification of each occurrence has been mailed to the Owner via US Mail.

(d) Fines may be levied upon a Repeat Violator for all violations that occurred during the 90 day period, regardless of any subsequent action by the Owner to

correct the violation(s). Fines for subsequent violations of the same Declaration provisions that occur during the next 90 days may be assessed at double the amount provided in the Fines Schedule.

(e) Fines levied upon non-Repeat Violators may only be levied if all of the following conditions have been met:

- At least three written notices of the violation have been sent to the Owner via regular US Mail.
- All such notices must have been sent no less than seven days apart.
- The latest date by which the Owner must correct the violation specified by the aforementioned notices has passed.
- The subject violation has not been fully corrected in accordance with the notices.

(f) Owners shall be sent written notice of any fines levied under this Section via US Mail and provided 30 days to remit payment.

(g) Owners may appeal any fines levied under this Section to the Board of Directors. Any such appeal must be presented in writing, either via US Mail or delivered in person to the Board of Directors. If a majority of the Board of

Directors declines to forgive the amounts as requested by the Owner, the Owner may appeal to the Members present at next Annual Meeting of the Members. All or part of any such fines may be forgiven by an affirmative vote of a majority of the Members present either in person or by proxy at the Meeting.

- (h) Any fines levied pursuant to this Declaration, and any installment thereof, which are not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien upon the Lot or Lots belonging to the Member against whom such fines and penalties is levied. Upon notice on such delinquency, the Association may declare the entire balance of such fines due and payable in full and may file a Memorandum of Lien or similar instrument among the land records or other appropriate office, recording the Association's continuing contractual lien against the Owner's Lot for fines and penalties.

The lien evidenced hereby shall bind the Lot or Lots herein described in the hands of the then Owner thereof, his heirs, devisees, personal representatives, and the personal obligation of the Member to pay such fines shall, in addition, remain his personal obligation for the statutory

period and a suit to recover a money judgment for nonpayment of any fines levied pursuant to this Declaration, or any installment thereof, may be maintained without establishing, perfecting, foreclosing, or waiving the lien herein provided for to secure the same.

No suit or other proceeding may be brought to enforce or foreclose the lien except after ten (10) days' written notice to the Member, given by Registered or Certified Mail - Return Receipt Requested, postage prepaid, to the address of the Member shown on the roster of Members maintained by the Association.

Any fines levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may bear interest at the rate of ten (10) percent per annum, and the Association may bring any action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided by law or, if no separate provision is made by law, then in the manner now or hereinafter provided by law for the foreclosure of mortgages, deeds of trust, or other liens on real property in the Commonwealth of Virginia containing a power of sale or consent to a decree, and subject to the same

<p><u>requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs, and reasonable attorneys’ fees of not less than twenty (20) percent of the sum claimed shall be added to the amount of each fine or penalty. Suit for any deficiency may be maintained in the same proceeding.</u></p> <p><u>The Association shall notify the holder of the First Mortgage on any Lot for which any fines levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any fines levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.</u></p>		
<p style="text-align: center;">ARTICLE VII</p> <p>Section 1. Management Agent. The Board of Directors. <u>Upon the recommendation of the Board and majority approval of the members of the Association voting at a regular annual meeting or special meeting, the Association may employ for the Association</u> a management agent or manager (the “Management Agent”) at</p>	<p style="text-align: center;">ARTICLE VII</p> <p>Section 1. Management Agent. The Board of Directors may employ for the Association 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</p>	<p>The existing Covenants permit the Board to hire a management agent and approve a rate of compensation without the explicit approval of the members of the Association. The members of the Association have already rejected hiring a management agent at an annual meeting. Thus, the existing provision is inconsistent with the</p>

<p><u>a rate of compensation established recommended by the Board of Directors and approved by a majority of the members of the Association voting at a regular annual meeting</u> to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing. Any management agreement entered into by the Association shall provide inter alia, that such agreement may be terminated, with or without cause and without the payment of any penalty or termination fee, by either party upon ninety (90) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.</p> <p>Section 2. Limitation of Liability. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort rising from the making of repairs or improvements to the Common Areas or community 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</p>	<p>time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing.</p> <p>Any management agreement entered into by the Association shall provide inter alia, that such agreement may be terminated, with or without cause and without the payment of any penalty or termination fee, by either party upon ninety (90) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.</p> <p>Section 2. Limitation of Liability. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort rising from the making of repairs or improvements to the Common Areas or community 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</p>	<p>expressed wishes of the Association and for that reason should be amended to permit a decision by the members of the Association.</p>
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any municipal or other governmental authority.	any municipal or other governmental authority.	
<p style="text-align: center;">ARTICLE VIII Easements for Utilities and Related Purposes</p> <p>The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements, and rights of way over the Common Areas and community facilities for sewer lines, water lines, electrical cables, television or telephone cables, gas lines, storm drains, cables, underground conduits, and such other purposes related to the provisions of utility services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservations, and enjoyment of the Common Areas and community facilities and for the preservation of the health, safety, convenience, and welfare of the Owners of the Lots.</p>	<p style="text-align: center;">ARTICLE VIII Easements for Utilities and Related Purposes</p> <p>The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements, and rights of way over the Common Areas and community facilities for sewer lines, water lines, electrical cables, television or telephone cables, gas lines, storm drains, cables, underground conduits, and such other purposes related to the provisions of utility services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservations, and enjoyment of the Common Areas and community facilities and for the preservation of the health, safety, convenience, and welfare of the Owners of the Lots.</p>	
<p style="text-align: center;">ARTICLE IX</p> <p>Section 1. Amendment. Subject to the other imitators <u>limitations</u> set forth in this Declaration, this Declaration may be amended by an instrument executed and acknowledged by a majority <u>two-thirds (2/3)</u> of the then Members of the Association, which 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</p>	<p style="text-align: center;">ARTICLE IX</p> <p>Section 1. Amendment. Subject to the other imitators set forth in this Declaration, this Declaration may be amended by an instrument executed and acknowledged by a majority of the then Members of the Association, which 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</p>	<p>Corrects a typographical error.</p> <p>§ 55-515.1.D of the Property Owners' Association Act requires a 2/3 vote.</p>

<p>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 (1) Member.</p> <p>Section 2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and 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, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of twenty (20) years each.</p> <p>Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants of restriction, either to restrain or enjoin violation or to recover damages or both, and against any Lot to enforce the lien created hereby; and the failure or forbearance by the Association or the Owner</p>	<p>effective on the date of recording, provided, however, that no amendment shall be effective unless it is executed by at least one (1) Member.</p> <p>Section 2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and 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, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of twenty (20) years each.</p> <p>Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants of restriction, either to restrain or enjoin violation or to recover damages or both, and against any Lot to enforce the lien created hereby; and the failure or forbearance by the Association or the Owner</p>	
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<p>of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.</p> <p>The provisions hereof may be enforced, without limitation, by the Association, by any Owner, or any Mortgagee of any Lot which becomes subject to the provisions hereof and by any other person, firm, corporation, or other legal entity who has any right to the use of any of the Common Areas and community facilities owned by the Association.</p> <p>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 of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.</p> <p>Section 4. 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.</p> <p>Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, <u>with official US Postal Service proof of mailing</u>, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at</p>	<p>of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.</p> <p>The provisions hereof may be enforced, without limitation, by the Association, by any Owner, or any Mortgagee of any Lot which becomes subject to the provisions hereof and by any other person, firm, corporation, or other legal entity who has any right to the use of any of the Common Areas and community facilities owned by the Association.</p> <p>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 of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.</p> <p>Section 4. 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.</p> <p>Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.</p>	<p>The purpose of this paragraph is not clear. It seems to mean that once a violation or breach has been attempted or occurred, no legal remedy is sufficient – that is, a lot owner can be sued to kingdom come if that is the desire of the Association, which means there is possibly no closure.</p> <p>Mere mailing without proof is not sufficient because there is no way to prove that anything was sent to the member and no means of demonstrating that it was received. Proper service notice requires at minimum a credible record of the service. Official proof of mailing is a separate specific service that does not require registration or certification - current cost is 50</p>
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<p>the time of such mailing.</p> <p>Section 6. 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 Areas or community facility 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 Areas or community facilities.</p> <p>Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree, or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.</p> <p>Section 8. Consents. Any other provision of this Declaration 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 the prior written consent and approval <u>legal notification to</u> the institutional holders of all First Mortgages of record on the Lots:</p> <p>(a) Abandon, partition, subdivide, encumber, sell, or transfer any of the Common Areas and community facilities; provided, however, that 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 and community</p>	<p>Section 6. 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 Areas or community facility 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 Areas or community facilities.</p> <p>Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree, or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.</p> <p>Section 8. Consents. Any other provision of this Declaration 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 the institutional holders of all First Mortgages of record on the Lots:</p> <p>(a) Abandon, partition, subdivide, encumber, sell, or transfer any of the Common Areas and community facilities; provided, however, that 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 and community facilities by the Members of the</p>	<p>cents plus regular postage.</p> <p>The current Covenants require approval of any amendments to the covenants in writing by all holders of first mortgages. However, Virginia law provides that such written consent is not required. § 55-515.1 of the Property Owners' Association Act provides for the notification that must be given in the case of amendments to the covenants and for default approval (after 60 days of no notice of objection).</p>
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<p>facilities by the Members of the Association shall not be considered a transfer within the meaning of this Section; or (b) Abandon or terminate this Declaration; or (c) Modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or (d) Fail to maintain fire and extended coverage insurance on insurable Common Areas and community facilities on a current replacement cost basis in an amount not less than one hundred (100) percent of the insurable value of such Common Areas and community facilities, based upon current replacement cost; or (e) Resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement, or reconstruction of the Common Areas and community facilities; or (f) Modify or amend any material or substantive provision of this Declaration or the Bylaws of the Association.</p>	<p>Association shall not be considered a transfer within the meaning of this Section; or (b) Abandon or terminate this Declaration; or (c) Modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or (d) Fail to maintain fire and extended coverage insurance on insurable Common Areas and community facilities on a current replacement cost basis in an amount not less than one hundred (100) percent of the insurable value of such Common Areas and community facilities, based upon current replacement cost; or (e) Resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement, or reconstruction of the Common Areas and community facilities; or (f) Modify or amend any material or substantive provision of this Declaration or the Bylaws of the Association.</p>	
<p>Section 9. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the First Mortgage 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</p>	<p>Section 9. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the First Mortgage 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</p>	

<p>promptly notify the holder of the First Mortgage 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.</p> <p>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 holder of the First Mortgage on the Lot which is the subject matter of such suit or proceeding.</p> <p>Any institutional first mortgagee of any Lot upon the Property may pay any taxes, utility charges or other charge levied against the Common Areas and community facilities which are in default and which may or have become a charge or lien against any of the Common Areas and community facilities and any such institutional 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 and community facilities. Any First Mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.</p> <p>Section 10. Casualty Losses. In the event of</p>	<p>promptly notify the holder of the First Mortgage 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.</p> <p>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 holder of the First Mortgage on the Lot which is the subject matter of such suit or proceeding.</p> <p>Any institutional first mortgagee of any Lot upon the Property may pay any taxes, utility charges or other charge levied against the Common Areas and community facilities which are in default and which may or have become a charge or lien against any of the Common Areas and community facilities and any such institutional 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 and community facilities. Any First Mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.</p> <p>Section 10. Casualty Losses. In the event of</p>	<p>§ 55-515.1 of the Property Owners' Association Act provides for the notification that must be given in the case of amendments to the covenants and for default approval (after 60 days of no notice of objection). The same provision should serve here.</p>
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<p>substantial damage or destruction to any of the Common Areas or community facilities, the Board of Directors of the Association shall give prompt written <u>legal</u> notice of such damage or destruction to the holders of all First Mortgages of record on the Lots. No provision of this Declaration or the Bylaws of the Association shall entitle any Member to any priority over the holder of any First Mortgage 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 or community facilities.</p> <p>Section 11. Condemnation of Eminent Domain. In the event any part of the Common Areas and community facilities 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 holders of all First Mortgages of record on the Lots. No provision of this Declaration or the Bylaws of the Association shall entitle any Member to any priority over the holder of any First Mortgage 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 and community facilities.</p> <p>Section 12. Captions and Gender. The captions contained in this Declaration are for</p>	<p>substantial damage or destruction to any of the Common Areas or community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all First Mortgages of record on the Lots. No provision of this Declaration or the Bylaws of the Association shall entitle any Member to any priority over the holder of any First Mortgage 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 or community facilities.</p> <p>Section 11. Condemnation of Eminent Domain. In the event any part of the Common Areas and community facilities 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 holders of all First Mortgages of record on the Lots. No provision of this Declaration or the Bylaws of the Association shall entitle any Member to any priority over the holder of any First Mortgage 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 and community facilities.</p> <p>Section 12. Captions and Gender. The captions contained in this Declaration are for</p>	<p>§ 55-515.1 of the Property Owners' Association Act provides for the notification that must be given in the case of amendments to the covenants and for default approval (after 60 days of no notice of objection). The same provisions can be used.</p>
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<p>the 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, and vice versa WITNESS the following signatures and seal: <u>BOARD OF DIRECTORS,</u> CONNEMARA WOODS HOMEOWNERS ASSOCIATION</p> <p>Seal</p> <p>President _____ Vice President _____ Secretary _____ Treasurer _____ Member at Large _____ Member at Large _____ Member at Large _____ Member at Large _____ Member at Large _____</p>	<p>the 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 and vice versa WITNESS the following signature and seal: CONNEMARA WOODS HOMEOWNERS ASSOCIATION</p> <p>Seal</p> <p style="text-align: right;">By: signed John A. Charles,</p> <p>President</p>	<p>The word "and" is used too many times in the existing paragraph. Commas in the right places improve the language. However, the changes are purely editorial.</p>
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**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF THE
CONNEMARA WOODS HOMEOWNERS ASSOCIATION**

THIS DECLARATION, made this ___ th day of _____, 200_ by the CONNEMARA WOODS HOMEOWNERS ASSOCIATION, a Virginia corporation, hereinafter called "the Association,"

WITNESSETH:

WHEREAS, the Association represents the owners of certain real property located in the Sterling Magisterial District, Loudoun County, Virginia, containing 16.41274 acres, as more specifically described in the metes and bounds description attached as Exhibit A to the Deed of Dedication and Subdivision originally recorded on or about 25 March 1986 by officials of The Connemara Corporation, to which Deed of Dedication and Subdivision this Declaration is associated; and

WHEREAS, the Association desires to maintain on the said property a residential community with permanent open spaces and other common facilities for the benefit of said community, and such other areas as may be subjected to this Declaration by the Association, and for the maintenance of said open spaces and other facilities and, to this end, desires to subject the property as hereinabove described to the covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth, it being intended that the easements, covenants, restrictions, and conditions shall run with said property and shall be binding on all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and shall inure to the benefit of each other thereof; and

WHEREAS, the Association has deemed it desirable for the efficient preservation of the values and amenities of said community to exercise the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Association has been incorporated under the laws of the Commonwealth of Virginia as a non-stock, not-for-profit corporation, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Association does hereby declare that the heretofore described real property shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1. “Association” shall mean and refer to the Connemara Woods Homeowners Association, its successors and assigns.

Section 2. “Property” shall mean and refer to that certain real property hereinabove described, and such additions thereto, if any, as may hereafter be brought within the jurisdiction of the Association, in accordance with the terms of this Declaration.

Section 3. “Common Area” shall mean all real property with appurtenances thereto (including any improvements thereon) owned by the Association for the common use and enjoyment of the Members of the Association and being initially composed of Parcels A, B, C, and D, Connemara Woods, as the same dedicated, platted, and previously recorded hereto among the land records of Loudoun County, Virginia.

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property, but with the exception of the Common Areas and areas dedicated as public streets.

Section 5. “Member” shall mean any natural person who is an owner, as that term is defined in Articles I and III of the Covenants. In the case of an entity, such as a mortgage lender or corporation, “Member” shall mean the legal representative of the entity appointed on competent authority

Section 6. “Owner” shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. “Dwelling” shall mean and refer to any permanent building or portion of a building situated upon the Property and designed and intended for use and occupancy as a residence.

Section 8. “Mortgagee”, as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed or 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 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 mortgagees which are banks, trust companies, insurance companies, mortgage insurance companies, savings and loans 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 terms “holder” and “mortgagee” shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 9. The term “tenant” means any natural person leasing all or part of a residence located on the Property.

ARTICLE II
Property Subject to Declaration

The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Loudoun County, Commonwealth of Virginia, and is more particularly described on “Exhibit A” to the Deed of Dedication and Subdivision originally recorded on or about 25 March 1986 by officials of The Connemara Corporation, to which Deed of Dedication and Subdivision this Declaration is associated.

ARTICLE III
Membership

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one Membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership.

Section 2. Members shall be all those Owners as defined in Article I, who own and hold title to a Lot upon which a single family dwelling unit is or can be constructed. Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership by this Article. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Members are required to keep the Association informed, in writing, of the identity and contact information of all entities holding a mortgage on their property and all insurers of their property. In the event that there is no such entity, members are required to inform the Association that they do not have a mortgage and/or do not carry insurance on the property.

ARTICLE IV

Section 1. Member’s Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and community facilities and such easement shall be appurtenant to and shall pass with the fee title to every Lot subject to the following:

- (a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, and with the consent of two-thirds (2/3) of the then Members of the Association to borrow money for the purpose of improving the Common Areas and community facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to mortgage any of the Common Areas and community facilities; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and
- (c) The right of the Association to adopt reasonable rules respecting use of the Common Areas and community facilities to reasonably limit the number of guests of Members to the use of any facilities which are developed upon the Property; and

- (d) The right of the Association to suspend the voting rights and the rights to use of the Common Areas and community facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association; and
- (e) The right of the Association to dedicate or transfer all or any part of the Common Areas or community facilities to any public or municipal agency, authority, or utility for purposes consistent with the purpose of this Declaration and subject to such condition as may be agreed to by the Members and further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication or transfer or determination as to the purposes or as to the condition thereof, shall be effective unless two-thirds (2/3) of the then voting Members of the Association consent to such dedication, transfer, purpose, and conditions, at any special meeting of the Members duly called for such purpose, or in the course of balloting conducted by mail; and
- (f) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, or any other person; provided, however, that no such licenses, rights of way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas and community facilities; and
- (g) The right of the Association, acting by and through its Board of Directors, to enter into agreements whereby the Association acquires leaseholds, Membership or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation, or welfare of the Members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association.

Section 2. Delegation of Right of Use. Any Member of the Association may delegate his rights to the use and enjoyment of the Common Areas and community facilities to the Members of his family who reside permanently with him and to his tenants, contract purchasers and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

ARTICLE V

Covenant for Assessments

Section 1. Annual Assessment. The Association hereby covenants and each person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who becomes a fee owner of a Lot within the Property, 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 the Association Annual Assessments as hereinafter defined, within thirty (30) days of buying, a single annual payment, of the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses (herein elsewhere sometimes referred to as "Annual Assessments"), including but in no way limited to the following:

- (a) The cost of all operating expenses of the Common Areas and community facilities, including recreation facilities, and the services furnished to or in connection with the Common Areas, community facilities, and recreational facilities, including charges by the Association for any services furnished by it; and
- (b) The cost of necessary management and administration of the Common Areas and community facilities, including fees paid to any Management Agent; and
- (c) The amount of all taxes and assessments levied against the Common Areas and community facilities; and

- (d) The cost of liability insurance on the Common Areas and community facilities and the cost of such other insurance as the Association may effect with respect to the Common Areas; and
- (e) The cost of utilities and other services which may be provided by the Association including snow removal on private streets, whether for the Common Areas and community facilities or for the Lots, or both; and
- (f) The cost of maintaining, replacing, repairing, and landscaping the Common Areas, including, without limitation, the cost of the maintenance of all pathways and any retaining walls and gates located upon Common Areas within the Property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and
- (g) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve, a legal reserve, a capital reserve, and a reserve for replacements; and
- (h) The cost of any leasehold, Membership or other possessory or use interests in real or personal property arranged by the Association for the purpose of promoting the enjoyment, recreation, or welfare of the Members of the Association.
- (i) The cost of liability insurance covering all members of the Board of Directors of the Association in the performance of their Association duties and for protection against loss or embezzlement of Association funds.
- (j) The Board of Directors may authorize expenditures for the maintenance of front yards of uninhabited Lots. The Board may also authorize maintenance of front yards of Owner's Lots that are unkempt in the opinion of the Board in which such costs shall be billed to the Lot Owner.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual, or annual basis. Any Member may prepay one or more installments on any Annual Assessment levied by the Association, without premium or penalty. The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association which shall provide, without limitation, for expenses pertaining to Article V, paragraphs (a) through (j) above. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the Annual Assessment against each Lot 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 Assessments applicable thereto which shall be maintained by the Secretary of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the Annual Assessments shall thereupon be sent to the Members. The omission by the Board of Directors, before the expiration of any assessment period to fix the amount of the Annual Assessment 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 from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period, but the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed. No member is exempt from liability for assessments by abandonment of any Lot belonging to the owner or by the abandonment of the owner's right to the use and enjoyment of the Common Areas and community facilities.

Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities. The Owner of any Lot shall, at the Owner's expense, maintain his or her Lot, dwelling, and any and all appurtenances thereto, in good order, condition, and repair, and in a clean, neat, and sanitary condition at all times. In the event any Owner shall fail to maintain his or her Lot, dwelling, and/or appurtenances thereto, as aforesaid, the Association shall have the right, after first having thirty (30) days written notice of its intent to exercise this right to the Owner, to make the necessary repairs and/or maintenance to the Lot, dwelling, and/or appurtenances thereto, and to charge the cost of such repairs to the Owner, which amount shall be due and payable to the Association from

that Owner as an additional assessment hereunder. The Board may make immediate repairs without written notice if the Board determines that a situation exists that is a significant safety hazard.

Section 2. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming part of the Common Areas and community and recreational facilities, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided that any such assessment shall have the assent of a of simple majority of the then Members of the Association (representatives of 28 Lots). A meeting of the Members shall be duly called for this purpose, after thirty (30) days notice of such meeting to all Members. At the discretion of the Board of Directors, balloting may be conducted by mail. The Board may make repairs to the common property without a vote of members if the Board determines that a situation exists that is an immediate and significant safety hazard.

Section 3. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and community and recreational facilities by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any State or by any 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. The reserve for replacements of the Common Areas and community and recreational facilities may be expended only for the purpose of affecting the replacement or improvement of the Common Areas and community facilities, equipment replacement, and for expenses and operating contingencies relating to the Common Areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any Member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 4. Legal Services Reserve. The Association shall establish and maintain a reserve fund to permit payment for legal services necessary for the administration of the Association, for enforcement of covenants, legal defense, and such other services as the Board deems necessary.

Section 5. Increase In Maximum Annual Assessment. The maximum Annual Assessment may be increased by the Board of Directors of the Association, without a vote of the Membership, by an amount equal to ten (10) percent of the maximum annual assessment for the preceding year, plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year. The maximum Annual Assessment may be raised by more than ten (10) percent of the assessment for the preceding year by a vote of the Members, as hereinafter provided, for the next succeeding year. Any change made pursuant to this paragraph shall have the assent of a simple majority of the Members of the Association (representatives of 28 Lots). A meeting of the Members shall be duly called for this purpose. At the discretion of the Board of Directors, balloting may be conducted by mail.

Section 6. Non-Payment of Assessments - Memorandum of Lien for Assessments. Any assessment levied pursuant to this Declaration, and any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied. Upon notice on such delinquency, the Association may declare the entire balance of such Annual or Special Assessment due and payable in full and may file a Memorandum of Lien or similar instrument among the land records of Loudoun County or other appropriate office, recording the Association's continuing contractual lien against the Owner's Lot for assessments.

The lien evidenced hereby shall bind the Lot or Lots herein described in the hands of the then Owner thereof, his heirs, devisees, personal representatives, and the personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without establishing, perfecting, foreclosing, or waiving the lien herein provided for to secure the same.

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within thirty (30) days after it is due, may bear interest at the rate of ten (10) percent per annum, compounded monthly, and the Association may bring any action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided by law or, if no separate provision is made by law, then in the manner now or hereinafter provided by law for the foreclosure of mortgages, deeds of trust, or other liens on real property in the Commonwealth of Virginia containing a power of sale or consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, plus costs, and reasonable attorneys' fees of not less than twenty (20) percent of the sum claimed shall be added to the amount of each assessment. Suit for any deficiency may be maintained in the same proceeding.

The Association may notify the holder of the First Mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of forty-five (45) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of forty-five (45) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

Section 7. Assessment Certificates. The Association shall, upon written demand at any time, by registered or certified mail, furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing and in form sufficient for recordation signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid as to a particular Lot. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. Failure of the Association to furnish or make available such a certificate within ten (10) business days following receipt of such a written request shall extinguish the right of the Association to claim the lien for such assessment provided by law and provided for in this Declaration, and a charge not to exceed Fifteen Dollars (\$15.00) may be levied in advance by the Association for each certificate so requested.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any First Trust or Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. If the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof extinguishes the lien of such assessments as to payment thereof which became due

prior to such sale or transfer, the former owner shall be deemed to be personally liable for the debt and expressly agrees to pay any costs of collection in addition to the original lien..

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Areas;
- (c) All properties owned by charitable or other organizations exempt from taxation by the laws of the Commonwealth of Virginia.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of the calendar year (January 1). Payment will be due no later than the last day of February of the same year.

ARTICLE VI

Section 1. Architectural Control Committee. The Board of Directors shall appoint an Architectural Control Committee (ACC) for the purpose of review and approval or denial of changes to structures on the Owners property pursuant to existing architectural standards specified in the Covenants. Material changes to established Association standards are subject to review by the Board and approval by a majority of the Members of the Association (28 lots). The ACC shall be composed of three (3) or more natural persons designated by the Board of Directors. The chairperson of the committee shall be an elected member of the Board and members must be Lot Owners. The affirmative vote of a majority of the Members of the ACC shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 2. Architectural Control Committee – Operations and Authority.

Except for construction or development by, for, or under contract with the Association, and except for any improvements to any Lot or to the Common Areas accomplished by the Association concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered, or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction, and any other proposed form of change (including, without limitation, any other information specified by the Architectural Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color, and location in relation to surrounding structures and topography and conformity with the design concept for the community by the ACC.

Exterior trim and doors may be in any color from the pre-approved list maintained by the ACC or similar color approved by the ACC. This list will include, at a minimum, those colors originally used by the builder. Doors and trim may be painted in the colors originally used on the dwelling in those applications or a color from the pre-approved list without approval of the ACC. Door and trim colors do not have to be the same, but all trim paint shall be of one color. Member proposals regarding colors that appear to be acceptable and which, in the opinion of the ACC, do not conform to the existing list of acceptable colors shall be decided by a referendum vote of all Members. Approval of this referendum shall constitute a change to the design concept for the community. Approval shall require a simple majority of eligible votes.

Section 3. Approvals, etc. Complete plans and specifications must be received by a member of the ACC in writing in person, by electronic mail, or by mail with official US Postal Service proof of delivery. Upon approval by the ACC of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. If the member has proof of submission of the plans and specifications of a change requiring ACC approval in the form of a written acknowledgment or official US Postal Service proof of delivery and the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the ACC) have been submitted to it in writing, then approval will not be required and the requirements of this Article will be deemed to have been fully met.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the ACC pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the ACC (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within six (6) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee.

Section 5. Rules and Regulations, etc. The ACC may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, and guidelines, and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials, or other matters relative to architectural control (e.g., window appearance, garage door replacement, shed construction, roof replacement) and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria, or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the ACC shall be final except that any Member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards, or guidelines established by the Committee) may appeal the decision of the ACC to the Board of Directors and, upon the request of such Member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 6. Prohibited Uses and Nuisances. Except with the prior written approval of the Board of Directors of the Association or the ACC, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Areas:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the ACC, shall have the authority, after hearing, to determine whether a particular trade or activity is noxious, a nuisance, or a source of annoyance to other members, and such determination shall be conclusive. Without limiting the generality of the foregoing, no mechanically or electrically actuated speaker, horn, whistle, siren, bell, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed, or maintained upon the exterior of any dwelling or upon the exterior of any other improvements;

- (b) The maintenance, keeping, boarding, or raising of animals, livestock, or poultry outside the dwelling for any commercial purpose, or for any use except as a domestic pet housed within the dwelling, shall be and is hereby prohibited on any Lot. A pet must not be a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the ACC, shall have the authority after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be registered, licensed, and inoculated as required by law. All pets, inside or outside of the residence are required to be kept and maintained in accord with all applicable ordinances of Loudoun County and laws of the Commonwealth of Virginia. Pets shall not be permitted upon the Common Areas unless accompanied by a responsible person and unless they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate;
- (c) No burning of any trash shall be permitted on any Lot. No accumulation or storage of litter, scrap metals, refuse, or trash or any other kind shall be permitted on any Lot within view of the street;
- (d) Except as herein elsewhere provided, no junk vehicle, trailer, camper, camp truck, house trailer, boat, or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas and community facilities) shall be kept upon the Property, except when such vehicle, equipment or machinery is actually in use, or except as such vehicle, equipment, or machinery is housed within the garage of the owner's dwelling. No commercial vehicle may remain stationary on any Member's property for more than four hours except while actually engaged in a delivery or in connection with maintenance, repairs or alterations being made to a dwelling or lot. Except for bona fide emergencies, customizing, modification, extraordinary repair or extraordinary maintenance of automobiles shall not be carried out thereon, except within the owner's garage. Any modification, extraordinary repair or extraordinary maintenance to a vehicle belonging to an owner or resident that can be reasonably completed within three (3) days is also permitted in the owner's driveway. Any such repair to an owner's or resident's vehicle must be completed within (3) days after the vehicle is parked in the place where the repairs will be made. The Association may, in the discretion of the ACC, provide and maintain a suitable area designated for the parking of such vehicles or the like;
- (e) Except on days of trash collection or the evening (not prior to 4:00 p.m.) immediately prior to collection day, trash and garbage containers must be stored in a place not readily visible from the street. Empty trash containers must be stored out of sight by 9:00 p.m. on the day trash is collected. No incinerator shall be kept or maintained upon any Lot. Garbage, trash, and other refuse shall be placed in covered containers, or plastic bags as designated by the Association. The Association reserves the right to remove such containers left in violation of this provision;
- (f) 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. All rentals or leases to individuals not related to the owner occupying a part of the dwelling as his primary residence must conform to the requirements and limitations of the laws, ordinances, regulations and rules of Loudoun County and the Commonwealth of Virginia. The provisions of this subsection 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 Association, or any other person for any purpose;
- (g) Except for hoses and similar or related equipment which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable, or similar transmission line shall be installed or maintained on any Lot above the surface of the ground more than two (2) inches from an outside wall of the house;
- (h) No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth;

(i) No sound tree measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through the ACC or duly appointed subcommittee. Diseased or damaged trees or limbs that pose a hazard to life or property may be removed by the property owner without ACC approval. The ACC may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees or other natural resources and wildlife as it may consider appropriate;

(j) Except as specifically permitted by these Covenants or approved by the ACC, no structure of a temporary character, and no trailer, tent, barn, pen, kennel, run, stable, or permanent outdoor clothesline shall be erected, used, or maintained on any Lot at any time. Specific exceptions are allowed for overnight tents for children and area tents for special events and social gatherings such as weddings, graduations, and the like, which may be erected and used for periods up to three (3) days. Tents may not be erected in the front yard of any Lot. Exception is made to allow a collapsible outdoor clothesline, which may be used in the property backyard only, and which must be collapsed when not in use;

(k) No lot shall be used for commercial storage of bulk materials, parking or storage of construction or construction-related equipment (including trucks), or parking of vehicles other than personal vehicles. Bulk or bagged landscaping materials for use on the Lot may not be stored in public view from the street for more than ten (10) days following delivery.

(l) Parking on any lot is permitted only on an established driveway or inside a garage.

(m) Except for entrance signs, directional signs, signs for traffic control or safety, community “theme areas” and such promotional sign or signs as may be maintained by the Association, no permanent or semi-permanent signs or advertising devices of any character visible from the property line shall be erected, posted, or displayed upon, in or about any Lot or Dwelling. However, the following are permitted subject to the stated conditions, if any.

- One temporary real estate sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any Dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or Dwelling.
- With the permission of the owner of the Lot, one temporary service-related sign not exceeding six (6) square feet in area may be erected upon any Lot or attached to any Dwelling by a contractor while service is actually being performed. Any such temporary service-related sign shall be removed within three days following completion of the service.
- One temporary campaign or campaign-related political support sign per issue, party or candidate, not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any Dwelling during a political campaign with the permission of the owner. Any such temporary campaign or political support sign shall not be displayed for more than 45 consecutive days and shall be removed within three days following the end of the campaign.
- Signs displaying the resident’s name and/or address may be attached to a mailbox (not to exceed the approximate dimensions of the box) or to the front of the Dwelling (not to exceed two (2) square feet).
- One yard sale sign not to exceed six (6) square feet in area may be posted for up to seventy-two (72) hours.

(n) 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 materially change, obstruct, or retard direction or flow of any drainage channels. No storage shall be allowed outside of the fenced rear yard;

- (o) No visible outside antenna in excess of six feet in maximum dimension may be erected or maintained upon the Property for any purpose other than reception of over-the-air broadcast signals; and
- (p) No Member shall make any private or exclusive or proprietary use of any of the Common Areas except with the specific approval of the ACC and then only on a temporary basis and no Member shall engage or direct any employee of the Association on any private business of the Member during the hours such employee is employed by the Association, nor shall any Member direct, supervise, or in any manner attempt to assert control over any employee of the Association.

Section 7. Residential Use All Dwellings shall be used for private residential purposes when occupied. Use for non-residential purposes that do not change the character of the dwelling structure or lot in any way that would permit differentiation of the dwelling from other residences when considered from the property line are permitted as long as the primary use of the dwelling structure is at all times residential. Any non-residential use of a dwelling structure must not be a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors, or upon resolution of the Board of Directors, the ACC, shall have the authority, after hearing, to determine whether a particular use is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive.

Section 8. Fences. Any fence constructed upon the Property shall be properly maintained and shall be either horizontal, rustic, unfinished split rail or vertical split sapling, or vertical board (stockade) and shall not extend beyond the front building line of the Dwelling on the Lot upon which any such fence is erected or the front building line of the Dwellings on all immediately adjacent Lots. No fence shall be more than six (6) feet in height. Chain link (except around recreational areas) and other wire fencing is prohibited. Specific exception is made for the addition of metal wire mesh to the interior side of an approved fencing, where such wire is coated with a durable non-rusting material (such as vinyl) and where such coating is black, dark green, or dark brown. The erection of all fences shall be subject to the provisions of this Article. All fencing must be approved by the ACC unless it is a replacement fence in the same style and material of the fence to be replaced or repaired.

Section 9. Co-generation of Electrical Power. With approval of the ACC, equipment for co-generation and/or emergency generation of electrical power may be installed. The completed installation must be consistent with the architectural and nuisance standards of the Association. Specifically, the completed installation must not cause the dwelling or lot to materially deviate from appearance standards established by the Association and must not result in violation of any sound or odor standards of the Association.

Section 10. Parking. Parking upon the Common Areas may be regulated by the Board of Directors and parking spaces may be assigned by the Board or by such Committee as the Board may designate for that purpose. In the event parking spaces upon the Common Areas are assigned as aforesaid, then no Member shall make use of any parking space other than the space or spaces assigned to his Lot by the Board of Directors without the express written consent of both the owner of the Lot to which such other space has been assigned and the Board of Directors of the Association, nor shall any Member invite, encourage, or permit the use by his guests of parking spaces assigned to Lots other than his own. No vehicle belonging to any Member, or to any guest, or employee of any Member, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any other parking space upon the Common Areas. No commercial vehicle, whether owned by the Owner or any other person, shall be permitted to remain on or be parked on the Common Area overnight. Nothing shall be stored upon any of the parking areas nor shall the same be permitted to accumulate trash or debris. In the event the Board of Directors elects to assign parking spaces upon the Common Areas as herein

provided for, then the Board of Directors may make reasonable efforts to assign parking spaces in a manner calculated to make reasonable adjustments to accommodate the elderly and the handicapped.

Section 11. House Rules, etc. There shall be no violation of any rules for the use of the Common Areas and community facilities or “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 Association and promulgated among the Membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 12. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the ACC or the Board of Directors required herein, and, upon written notice from the ACC or the Board of Directors, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated within the period specified in any notice of violation delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the ACC) to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof will be assessed against the Lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees, or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 13. Enforcement - Fines for Noncompliance. The Board of Directors is hereby authorized to levy fines on any Lot upon which a violation of any part of this Declaration has occurred, and the Owner has failed to correct such violation within the later of the time specified by the applicable section of this Declaration, or time specified in writing by the Board of Directors.

- (i) All fines levied by the Board of Directors must comply with the provisions in the Fines Schedule in force on the date on which the notice of violation was sent to the Owner. If no Fines Schedule was in force on that date, the fines must comply with the Fines Schedule in force at the time the fines are levied.
- (j) The Fines Schedule must be approved by a majority of the Members in attendance of an Annual Meeting of the Members or a Special Meeting of the Members called in accordance with the Bylaws of the Connemara Woods Homeowners Association. Once approved, the Fines Schedule will remain in force until amended or revoked by a majority of the Members in attendance of an Annual Meeting of the Members or a Special Meeting of the Members called in accordance with the Bylaws of the Connemara Woods Homeowners Association.
- (k) A Repeat Violator is a Lot on which:

- Three or more occurrences of a violation of the same Declaration provision has occurred within a period of 90 consecutive days, and
 - Written notification of each occurrence has been mailed to the Owner via US Mail.
- (l) Fines may be levied upon a Repeat Violator for all violations that occurred during the 90 day period, regardless of any subsequent action by the Owner to correct the violation(s). Fines for subsequent violations of the same Declaration provisions that occur during the next 90 days may be assessed at double the amount provided in the Fines Schedule.
- (m) Fines levied upon non-Repeat Violators may only be levied if all of the following conditions have been met:
- At least three written notices of the violation have been sent to the Owner via regular US Mail.
 - All such notices must have been sent no less than seven days apart.
 - The latest date by which the Owner must correct the violation specified by the aforementioned notices has passed.
 - The subject violation has not been fully corrected in accordance with the notices.
- (n) Owners shall be sent written notice of any fines levied under this Section via US Mail and provided 30 days to remit payment.
- (o) Owners may appeal any fines levied under this Section to the Board of Directors. Any such appeal must be presented in writing, either via US Mail or delivered in person to the Board of Directors. If a majority of the Board of Directors declines to forgive the amounts as requested by the Owner, the Owner may appeal to the Members present at next Annual Meeting of the Members. All or part of any such fines may be forgiven by an affirmative vote of a majority of the Members present either in person or by proxy at the Meeting.
- (p) Any fines levied pursuant to this Declaration, and any installment thereof, which are not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien upon the Lot or Lots belonging to the Member against whom such fines and penalties is levied. Upon notice on such delinquency, the Association may declare the entire balance of such fines due and payable in full and may file a Memorandum of Lien or similar instrument among the land records of Loudoun County or other appropriate office, recording the Association's continuing contractual lien against the Owner's Lot for fines and penalties.

The lien evidenced hereby shall bind the Lot or Lots herein described in the hands of the then Owner thereof, his heirs, devisees, personal representatives, and the personal obligation of the Member to pay such fines shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for nonpayment of any fines levied pursuant to this Declaration, or any installment thereof, may be maintained without establishing, perfecting, foreclosing, or waiving the lien herein provided for to secure the same.

No suit or other proceeding may be brought to enforce or foreclose the lien except after ten (10) days' written notice to the Member, given by Registered or Certified Mail - Return Receipt Requested, postage prepaid, to the address of the Member shown on the roster of Members maintained by the Association.

Any fines levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may bear interest at the rate of ten (10) percent per annum, and the Association may bring any action at law against the Member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided by law

or, if no separate provision is made by law, then in the manner now or hereinafter provided by law for the foreclosure of mortgages, deeds of trust, or other liens on real property in the Commonwealth of Virginia containing a power of sale or consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs, and reasonable attorneys' fees of not less than twenty (20) percent of the sum claimed shall be added to the amount of each fine or penalty. Suit for any deficiency may be maintained in the same proceeding.

The Association shall notify the holder of the First Mortgage on any Lot for which any fines levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any fines levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

ARTICLE VII

Section 1. Management Agent. Upon the recommendation of the Board and majority approval of the members of the Association voting at a regular annual meeting, the Association may employ a management agent or manager (the "Management Agent") at a rate of compensation recommended by the Board of Directors and approved by a majority of the members of the Association voting at a regular annual meeting or a special meeting to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing.

Any management agreement entered into by the Association shall provide inter alia, that such agreement may be terminated, with or without cause and without the payment of any penalty or termination fee, by either party upon ninety (90) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 2. Limitation of Liability. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or community facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort rising from the making of repairs or improvements to the Common Areas or community 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 VIII

Easements for Utilities and Related Purposes

The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements, and rights of way over the Common Areas and community facilities for sewer lines, water lines, electrical cables, television or telephone cables, gas lines, storm drains, cables, underground conduits, and such other purposes related to the provisions of utility services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservations, and enjoyment of the Common Areas and community facilities and for the preservation of the health, safety, convenience, and welfare of the Owners of the Lots.

ARTICLE IX

Section 1. Amendment. Subject to the other limitations set forth in this Declaration, this Declaration may be amended by an instrument executed and acknowledged by two-thirds (2/3) of the then Members of the Association, which 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 (1) Member.

Section 2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and 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, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of twenty (20) years each.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants of restriction, either to restrain or enjoin violation or to recover damages or both, and against any Lot to enforce the lien created hereby; and the failure or forbearance by the Association or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions hereof may be enforced, without limitation, by the Association, by any Owner, or any Mortgagee of any Lot which becomes subject to the provisions hereof and by any other person, firm, corporation, or other legal entity who has any right to the use of any of the Common Areas and community facilities owned by the Association.

Section 4. 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.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, with official US Postal Service proof of mailing, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 6. 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 Areas or community facility 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 Areas or community facilities.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree, or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 8. Consents. Any other provision of this Declaration 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 legal notification to the institutional holders of all First Mortgages of record on the Lots:

- (a) Abandon, partition, subdivide, encumber, sell, or transfer any of the Common Areas and community facilities; provided, however, that 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 and community facilities by the Members of the Association shall not be considered a transfer within the meaning of this Section; or
- (b) Abandon or terminate this Declaration; or
- (c) Modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or
- (d) Fail to maintain fire and extended coverage insurance on insurable Common Areas and community facilities on a current replacement cost basis in an amount not less than one hundred (100) percent of the insurable value of such Common Areas and community facilities, based upon current replacement cost; or
- (e) Resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement, or reconstruction of the Common Areas and community facilities; or
- (f) Modify or amend any material or substantive provision of this Declaration or the Bylaws of the Association.

Section 9. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the First Mortgage 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 holder of the First Mortgage 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 holder of the First Mortgage on the Lot which is the subject matter of such suit or proceeding.

Any institutional first mortgagee of any Lot upon the Property may pay any taxes, utility charges or other charge levied against the Common Areas and community facilities which are in default and which may or have become a charge or lien against any of the Common Areas and community facilities and any such institutional 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 and community facilities. Any First Mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 10. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas or community facilities, the Board of Directors of the Association shall give prompt legal notice of such damage or destruction to the holders of all First Mortgages of record on the Lots. No provision of this Declaration or the Bylaws of the Association shall entitle any Member to any priority over the holder of any First Mortgage 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 or community facilities.

Section 11. Condemnation of Eminent Domain. In the event any part of the Common Areas and community facilities 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 holders of all First Mortgages of record on the Lots. No provision of this Declaration or the Bylaws of the Association shall entitle any Member to any priority over the holder of any First Mortgage 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 and community facilities.

Section 12. Captions and Gender. The captions contained in this Declaration are for convenience only, 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, the singular shall include the plural and vice versa

WITNESS the following signatures and seal:

BOARD OF DIRECTORS, CONNEMARA WOODS HOMEOWNERS ASSOCIATION

Seal

President

Member at Large

Vice President

Member at Large

Secretary

Member at Large

Treasurer

Member at Large

Member at Large