

ARTICLES OF INCORPORATION

OF

SECTION B, SPRING GROVE FARM
HOMEOWNERS ASSOCIATION, INC.

WE HEREBY ASSOCIATE to form a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia (1950, as amended), and to that end set forth the following:

ARTICLE I

NAME

The name of the corporation is SECTION B, SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

REGISTERED OFFICE - REGISTERED AGENT

The post office address of the initial registered office and agent is Suite 200, 6832 Old Dominion Drive, McLean, VA 22101, in the County of Fairfax, Virginia. The initial registered agent is STUART H. GARY, who is a resident of Fairfax County, Virginia, and is a member of the Virginia State Bar and whose business address is the same as the registered office.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and common areas within that certain tract of property described as:

SECTION B, SPRING GROVE FARM Subdivision, as the same is duly dedicated, platted and recorded among the land records of Loudoun County, Virginia,

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for the purpose to:

1. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of Court, Loudoun County, Virginia, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
2. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
3. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
4. borrow money, and with the assent of more than two thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts secured;
5. dedicate, sell or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication to transfer shall be effective unless an instrument has been signed by more than two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer;
6. participate in mergers and consolidations with other non-profit corporations organized for the same purpose and/or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of more than two-thirds (2/3) of each class of members; and
7. have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the Commonwealth of Virginia by law may now or hereafter have or exercise.

ARTICLE IV

MEMBERSHIP

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. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE V

VOTING RIGHTS

The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

CLASS B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
or
2. on december 31, 1988

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of two (2) initial Directors, who need not be members of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
GARY P. GRIMM	1204 Ballantrae Lane McLean, VA 22101

MAX E. PETTIBONE

2911 Marsala Court
Woodbridge, VA 22192

SHARON SHORT

5019-B Backlick Road
Annandale, VA

ARTICLE VII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by more than seventy-five percent (75%) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VIII

DURATION

The corporation shall exist perpetually.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the assent of more than seventy-five percent (75%) of the entire membership.

INCORPORATOR

Dated: _____

32-3.6

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond,

May 2, 1984

This is to Certify that the certificate of incorporation of

SECTION B, SPRING GROVE FARM HOMEOWNERS ASSOCIATION,
INC.

*was this day issued and admitted to record in this office
and that the said corporation is authorized to transact its
business subject to all the laws of the State applicable to the
corporation and its business.*



State Corporation Commission

William L. [Signature]
Chief of the Commission

BYLAWS OF
SECTION B SPRING GROVE FARM
HOMEOWNERS ASSOCIATION, INC.

a Virginia Corporation

Association

ARTICLE I

NAME AND LOCATION. The name of the corporation is SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Suite 200, 6832 Old Dominion Drive, McLean, VA., but meetings of members and Directors may be held at such places within the Commonwealth of Virginia as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, SECTION B SPRING GROVE FARM, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to GARY P. GRIMM, INC., a Virginia corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Clerk's Office of Loudoun County, Virginia.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING AND MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth ($\frac{1}{4}$) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast or of proxies entitled to cast, one-tenth ($\frac{1}{10}$) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION - TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors who need not be members of the Association.

Section 2. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 3. Compensation. No director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made, a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

1. adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
2. suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;
3. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
4. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

5. employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

1. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (¼) of the Class A members who are entitled to vote;
2. supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
3. as more fully provided in the Declaration, to:
 - a) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
 - b) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - c) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
4. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
5. procure and maintain adequate liability and hazard insurance on property owned by the Association;
6. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
7. cause the common area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at

all times be members of the Board of Directors, a secretary and a treasurer, and such other officers and the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the common area or abandonment of his lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC.

ARTICLE XIII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

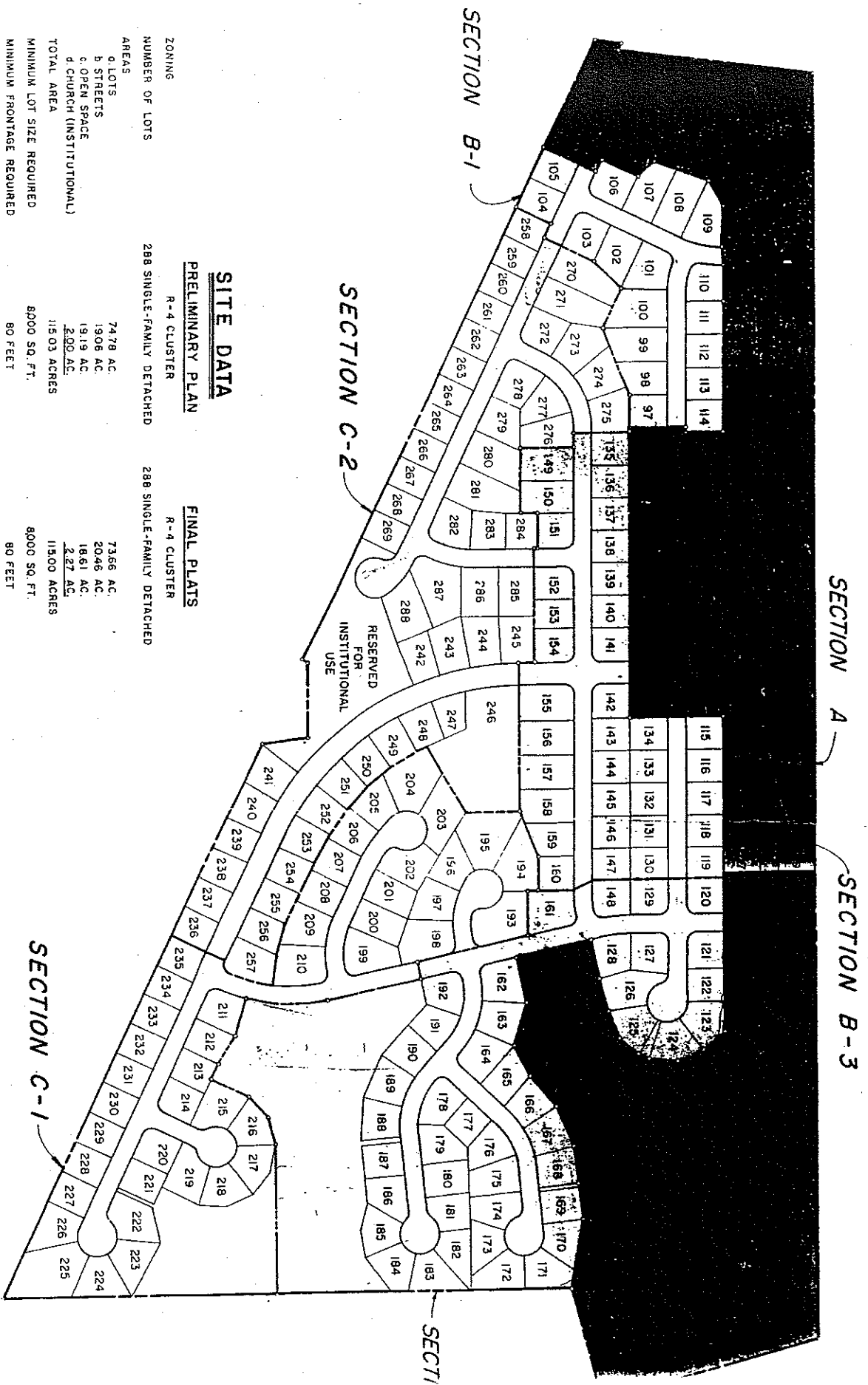
ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

James J. Quinn

Harold B. Short

Max E. Pettibone



SITE DATA

PRELIMINARY PLAN

R-4 CLUSTER

288 SINGLE-FAMILY DETACHED

FINAL PLATS

R-4 CLUSTER

288 SINGLE-FAMILY DETACHED

ZONING
 NUMBER OF LOTS
 AREAS
 a. LOTS
 b. STREETS
 c. OPEN SPACE
 d. CHURCH (INSTITUTIONAL)
 TOTAL AREA
 MINIMUM LOT SIZE REQUIRED
 MINIMUM FRONTAGE REQUIRED
 AVERAGE LOT SIZE
 REQUIRED OPEN SPACE
 1) 288 LOTS X 2000 SQ. FT./LOT
 OR
 2) PER ACTUAL LOT SIZES FOR
 LOTS < 10,000 SQ. FT.

74.78 AC.	115.03 ACRES
1906 AC.	8000 SQ. FT.
19.19 AC.	80 FEET
2.20 AC.	11,310 SQ. FT.
2.27 AC.	
13.22 AC.	
2.18 AC.	

SECTION C-1

SECTION C-1
 SPRING
 STERLING M
 LOUDOUN
 GANNETT FLEMING
 3845 CHAIN BRIDGE RD.
 ENGINEERS

REVISED: JUNE 18, 1985

REVISED: FEBRUARY

SCALE 1" = 200'

10716
DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

SECTION B SPRING GROVE FARM

THIS DECLARATION, made on the date hereinafter set forth by GARY P. GRIMM, INC., a Virginia corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the County of Loudoun, Commonwealth of Virginia, which is more particularly described as:

SECTION B SPRING GROVE FARM as shown on the attached plat and more particularly described in the deed to the Declarant recorded in Deed Book 836 at Page 97, et seq., among the land records of Loudoun County, Virginia.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the propose of protecting the value and desireability of, and which shall run with, the real estate 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.

STUART H. GAY ASSOCIATES, LTD. • SUITE 200 • McLEAN, VIRGINIA 22101 • (703) 556-9300
6832 OLD DOMINION DRIVE

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ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, SECTION B SPRING GROVE FARM, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to GARY P. GRIMM, INC., a Virginia corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the common areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Notwithstanding the other provisions of this Declaration, all right, title and interest in and to the common area shall be subject to the provisions and requirements of the lawful ordinances of the County of Loudoun, Virginia, existing on the date of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership.

CLASS A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

CLASS B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
or
2. on december 31, 1988

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the common area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly assessment shall be TWENTY DOLLARS (\$20.00) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly assessment shall be the same as the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum monthly assessment may be increased up to five percent (5%) by the Board of Directors and above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4

shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first monthly assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the monthly assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of

assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or bring an action at law against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind,

shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Declarant does not have to meet the requirements of the Architectural Control provisions.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of

twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. No amendment shall be effective unless the amending instrument is signed by at least one lot owner who is a Class A member. Any amendment must be recorded.

Section 4. Annexation. Within twenty-one (21) years from the date of this Declaration, additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

Section 5. Annexation. Additional land may be annexed by the Declarant without the consent of members within five (5) years from the date of this instrument.

Section 6. Merger. Within the first five (5) years from the date of conveyance of the first lot, Declarant may, without consent of the members, merge this Association into or with one or more similar associations formed or existing for a similar purpose as this Association. This shall specifically include a merger with the Spring Grove Farm Homeowners Association created by Declaration in Deed Book 777 at Page 790, et seq., among the land records of Loudoun County, Virginia. The members of the association shall have a similar right as the Declarant at any time after the first five (5) years upon approval of two-thirds (2/3) of the membership.

DECLARANT:

GARY P. GRIMM, INC.

BY *Gary P. Grimm*
GARY P. GRIMM
President

~~COMMONWEALTH OF VIRGINIA~~
DISTRICT OF COLUMBIA
~~COUNTY OF~~ _____, to wit:

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared GARY P. GRIMM, President of GARY P. GRIMM, INC., and he acknowledged the foregoing Declaration on behalf of the corporation.

Acknowledged before me this 24th day of April, 1984.

Sara M. Knudsen
Notary Public
SARA M. KNUDSEN

My Commission Expires:

My Commission Expires April 30, 1985

32-3.8

RECORDED/W/CERTIFICATE ANNEXED

1984 MAY 10 PM 1:34

11

LOUDOUN CO., VA.

Teste: *J. A. Howard* Clerk

00367

FIRST AMENDMENT TO THE

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

SECTION B SPRING GROVE FARM

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Section B Spring Grove Farm, executed this 16th day of October, 1984, by GARY P. GRIMM, INC., a Virginia Corporation ("Declarant") and JOHN MORRISEY, TRUSTEE and RYLAND GROUP, INC., a Maryland Corporation.

W I T N E S S E T H :

WHEREAS, Declarant caused to be recorded among the land records of Loudoun County, Virginia in Deed Book 0841 at Page 1798 a Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant has caused the property to be encumbered by deed of trust in Deed Book 0836 at page 0102 among the land records of Loudoun County, Virginia, in favor of JEANNINE JOHNSON and JOHN J. MORRISEY, TRUSTEES, either of whom may act, said Trustee joining in this Amendment;

WHEREAS, Declarant has conveyed eight (8) lots, specifically lots 114, 109, 108, 107, 102, 99, 98 and 97 to Ryland Group, Inc., who joins in this Amendment; and

WHEREAS, it is the desire and intent of the Declarant to cause this Amendment to the Declaration for purposes of obligating the Section B Spring Grove Farm Homeowners Association, Inc. for the maintenance and indemnification responsibilities for a storm water detention facility.

Return To: STUART H. GARY & HAYES, LTD. 6832 OLD DOMINION DRIVE SUITE 200 AN-VIRGINIA-22101-1703 1-566-9300
Robert Andersen
Gary Grimm Inc.
587 1204 Gallantree Ln
McLean VA 22101
703 734 1234

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions of Section B Spring Grove Farm are hereby amended as follows:

- 1. Article II - Property rights - is hereby amended by adding the following thereto:

"Section 4. Storm Water Management. The Association shall be responsible and by virtue hereof hereby assumes responsibility for the Declarant's maintenance and indemnification obligations as set forth in the Storm Water Management Agreement executed by Declarant with the Board of Supervisors of the County of Loudoun, Virginia on the 20th day of September 1984 which Agreement is hereby incorporated herein."


- 2. Article IV - Covenants for Maintenance Assessments, specifically Section 2. Purpose of Assessments is hereby amended by adding to the end of that section the following:

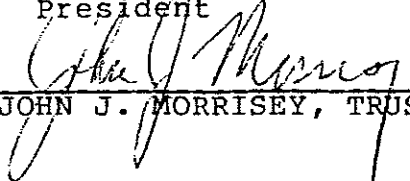
"Additionally, assessments shall be utilized to cover any expenses incurred under the Agreement with Loudoun County as more fully set forth in Article II Section 4 above."

- 3. All other terms, conditions and provisions of the Covenants, Conditions and Restrictions are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed on the date first above written.

GARY P. GRIMM, INC.
A Virginia Corporation

BY 
GARY P. GRIMM
President


JOHN J. MORRISEY, TRUSTEE

RYLAND GROUP, INC.
A Maryland Corporation

BY Robert C. Mulheron
Its VICE PRESIDENT

56.31
10/5/84 Fri 13:58:58

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, whose commission as such will expire on the 25th day of June, 1988, do hereby certify that this day personally appeared before me in my said jurisdiction, GARY P. GRIMM, President of GARY P. GRIMM, INC., and executed and acknowledged the foregoing document on behalf of the Corporation.

GIVEN under my hand this 10th day of October, 1984.

Robert E. Anderson
Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Arlington, to-wit:

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, whose commission as such will expire on the 4th day of December 1986, do hereby certify that this day personally appeared before me in my said jurisdiction, JOHN J. MORRISEY, TRUSTEE, and executed and acknowledged the foregoing document.

GIVEN under my hand this 18th day of Oct., 1984.

Nikki J. Jenkins
Notary Public

STATE OF Virginia
CITY/COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, whose commission as such will expire on the 10th day of March, 1987, do hereby certify that this day personally appeared before me in my said jurisdiction, Robert C. Mulheron the Vice President of RYLAND GROUP, INC. and executed and acknowledged the foregoing document on behalf of the Corporation.

RECORDED/W/CERTIFICATE ANNEXED GIVEN under my hand this 26th day of October, 1984.

1985 JAN -9 AM 10:53
LOUDOUN CO. VA
Teste: L.P. Howard Clerk

Neil Phillips
Notary Public

DECLARATION OF ANNEXATION AND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SECTION C-TWO SPRING GROVE FARM

THIS DECLARATION OF ANNEXATION, dated the 24th day of June,
¹⁹⁸² 1986, by GARY P. GRIMM, INC., hereinafter known as the "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property in the
County of Loudoun, Commonwealth of Virginia, which is more
particularly described as: ¹⁴²

SECTION C-TWO SPRING GROVE FARM, as shown on the
attached plat and more particularly described in
the deed to Declarant recorded in Deed Book 881 at
Page 411, et seq. among the land records of
Loudoun County, Virginia (the "Land").

WHEREAS, Declarant caused to be recorded among the land records
of Loudoun County, Virginia in Deed Book 0841 at Page 1798, a
Declaration of Covenants, Conditions and Restrictions for SECTION B
SPRING GROVE FARM, which has been amended by Amendment recorded in
Deed Book 856, at Page 1642, among the aforesaid land records (the
"Declaration").

WHEREAS, Declarant desires to subject SECTION C-TWO SPRING GROVE
FARM to the Declaration and to annex the Land pursuant to the
Declaration into the SECTION B SPRING GROVE FARM HOMEOWNERS
ASSOCIATION, INC.

NOW, THEREFORE, Declarant hereby declares:

1. That all of the properties (Land) hereinabove described, except
Lot 246, shall be held, sold and conveyed subject to the
easements, restrictions, covenants, and conditions, which are for
the purpose of protecting the value and desirability of and

K. Anderson
Gary P. Grimm Inc
3611C Chain Bridge Rd, Fairfax VA 22030

which shall run with the Land, real estate and property, and be binding on all parties having any right, title or interest in the Land described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof, all as set forth in the Declaration of Covenants, Conditions and Restrictions SECTION B SPRING GROVE FARM, as recorded in Deed Book 841, at Page 1798, and amended in Deed Book 856, at Page 1642, among the land records of Loudoun County, Virginia, and that all of the Land hereinabove described, except Lot 246, shall be and hereby is declared to be specifically subject to the Declaration.

2. That all of the above described Land (SECTION C-TWO SPRING GROVE FARM), except Lot 246, is hereby annexed into and shall be a part of the SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION as if said Land had originally been included therein with all the rights, duties, privileges, and interests therein as would have appertained had said Land been initially included therein.
3. That it is Declarant's full and complete intent, desire and direction that for all intents and purposes, the Land know as SECTION C-TWO SPRING GROVE FARM, except Lot 246, and the Land known as SECTION B SPRING GROVE FARM shall be dealt with and treated equally and identically under the Declaration and as part of the SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC.
4. That Lot 246, SECTION C-TWO SPRING GROVE FARM shall be subject to the declarations set forth in 1, 2 and 3 above, except that:
 - A. The owner of Lot 246 and its successors shall not be subject to assessment by the homeowners Association.

B. All uses of Lot 246 which were in effect on January 9, 1984 shall be permitted to continue except that no trailer/portable dwelling unit shall be permitted on the lot.

C. Any changes in the use of Lot 246 and any new construction thereon shall be subject to the covenants, conditions and restrictions of the SECTION B SPRING GROVE FARM HOMEOWNERS ASSOCIATION.

D. Nothing herein shall be interpreted in such a manner as to preclude further division of Lot 246.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed on the date first above written.

GARY P. GRIMM, INC.

By: [Signature]
GARY P. GRIMM, President

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that this day personally appeared before me in my said jurisdiction, GARY P. GRIMM, President of GARY P. GRIMM, INC., and executed and acknowledged the foregoing document.

GIVEN under my hand this 24th day of June, 1986.

[Signature]
Notary Public

My Commission Expires: July 25, 1988

RE6

RECORDED & CERTIFICATE ANNEXED
1986 NOV -7 PM 12:33

DEED OF CORRECTION

THIS DEED OF CORRECTION, made this 23rd day of October, 1991, by and between GARY P. GRIMM and ANN E. GRIMM, husband and wife, Grantors, and SECTION B, SPRING GROVE FARM HOMEOWNERS ASSOCIATION, INC., a non-stock corporation incorporated under the laws of the Commonwealth of Virginia, Grantee; now therefore,

WHEREAS by deed of gift dated 12 February 1991 and recorded on 28 February 1991 in deed book 1115 at page 611, Grantors conveyed to Spring Grove Farm Homeowners Association, Inc., a parcel of real property containing approximately 98,593 square feet and known as the "Religious Institutions Parcel" (RIP), Section C-2, Spring Grove Farm, as the same appears duly dedicated, platted and recorded in deed book 918 at page 593 among the land records of Loudoun County, Virginia, to which deed reference is hereby made for a more particular description, and

WHEREAS the deed referenced in the preceding recital gives the incorrect legal name of the intended grantee, which grantee's corporate name is actually Section B, Spring Grove Farm Homeowners Association, Inc., not Spring Grove Farm Homeowners Association, Inc., and

WHEREAS to eliminate confusion and prevent future difficulties, and to record a deed reflecting the true intentions of the grantor and the grantee to the deed of gift referenced in the first recital of this deed of correction and to correct the misnomer of the grantee recited in the above-described deed of gift, now therefore;

Return to:

LAW OFFICES
 FFFREY J. FAIRFIELD
 A PROFESSIONAL CORPORATION
 1175 HERNDON PARKWAY
 SUITE 300-A
 HERNDON, VIRGINIA 22070
 531 437-9200


W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, in fee simple absolute, and with ENGLISH COVENANTS OF TITLE, all that certain lot or parcel of land, together with the improvements thereon lying and being situate in the County of Loudoun, Commonwealth of Virginia, and more particularly described as follows:

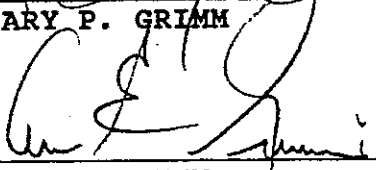
All of that certain lot or parcel of land containing 98,593 square feet, more or less, known and described as the "Religious Institutions Parcel" (RIP), Section C-2, SPRING GROVE FARM, as the same is duly dedicated, platted and recorded in deed book 918 at page 593 in the Clerk's office of the Circuit Court of Loudoun County, Virginia.

AND BEING THE same property conveyed to grantee by deed of gift dated 13 February 1991 and recorded on 28 February 1991 in deed book 1115 at page 611 among the land records of Loudoun County, Virginia.

WITNESS the following hands and seals this 23rd day of October, 1991.



GARY P. GRIMM



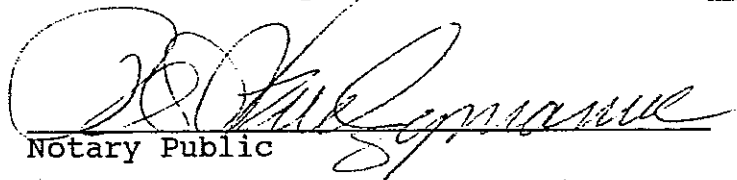
ANN E. GRIMM

LAW OFFICES
EFFREY J. FAIRFIELD
A PROFESSIONAL CORPORATION
1175 HERNDON PARKWAY
SUITE 300-A
HERNDON, VIRGINIA 22070
331 437-9200

COMMONWEALTH OF VIRGINIA AT LARGE

I, Robin Szymaniak, a Notary Public in and for the aforesaid jurisdiction, whose commission as such expires on the 30 day of Nov, 1995, do hereby certify that this day personally appeared before me in the County/City of Fairfax, Commonwealth of Virginia, Gary P. Grimm, whose name is signed to the foregoing and hereto annexed Deed of Correction dated the 23 day of October, 1991, and acknowledged the same.

Given under my hand and seal this 23 day of October, 1991.

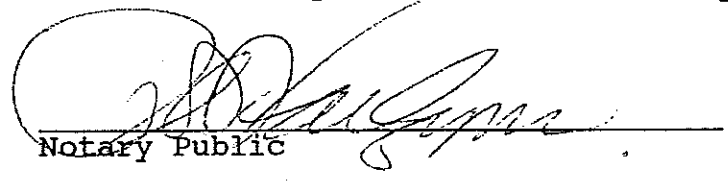

Notary Public

OFFICE OF NOTARIES OF THE COMMONWEALTH OF VIRGINIA

COMMONWEALTH OF VIRGINIA AT LARGE

I, Robin Szymaniak, a Notary Public in and for the aforesaid jurisdiction, whose commission as such expires on the 30 day of Nov, 1995, do hereby certify that this day personally appeared before me in the County/City of Fairfax, Commonwealth of Virginia, Ann E. Grimm, whose name is signed to the foregoing and hereto annexed Deed of Correction dated the 23 day of October, 1991, and acknowledged the same.

Given under my hand and seal this 23 day of October, 1991.


Notary Public

OFFICE OF NOTARIES OF THE COMMONWEALTH OF VIRGINIA

LAW OFFICES
LFFREY J. FAIRFIELD
A PROFESSIONAL CORPORATION
1175 HERNDON PARKWAY
SUITE 300-A
HERNDON, VIRGINIA 22070
331 437-9200

PERSONAL COPY CERTIFICATE ANNEXED

-3- 91 NOV 25 PM 1:42

TESTED: Carol Kell CLERK