

Catoctin Meadows

A Subdivision in Loudoun County, Virginia

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 4th day of January, 1996, by and between CATOCTIN MEADOWS, L.C., a Virginia limited liability company (the "Declarant"); and CATOCTIN MEADOWS HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation (the "Association").

W I T N E S S E T H:

WHEREAS, the Declarant is the sole owner and proprietor of certain real property located in Loudoun County, Virginia, and known as Lots 31 through 53, inclusive, CATOCTIN MEADOWS SUBDIVISION, Phase 1 (hereinafter referred to as "Catoctin Meadows"), as the same are duly dedicated, platted and recorded by Deed of Dedication, Subdivision, Easement and Quitclaim recorded in Deed Book 1314, Page 576 among the land records of Loudoun County, Virginia; and,

WHEREAS, Declarant and its successors and assigns desire to create Catoctin Meadows, a residential community which shall have certain common facilities for the benefit of the community and to provide for the preservation of the values of the community, and for the maintenance of the common facilities; and, to this end, does declare and publish its intent to subject Catoctin Meadows to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, it being intended that the easements, covenants, restrictions and conditions shall run with said real 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 owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values of said community to create an agency to which shall be delegated and assigned the powers of owning, maintaining and administering the community facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereafter created; and

WHEREAS, Declarant has incorporated under the laws of the Commonwealth of Virginia, as a non-stock corporation, CATOCTIN MEADOWS HOMEOWNERS ASSOCIATION (hereinafter referred to as the "Association") for the purpose of exercising the functions aforesaid.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, Declarant and its successors and assigns hereby subjects Lots 31 through 53, inclusive, of the CATOCTIN MEADOWS SUBDIVISION, Phase 1 to the covenants, conditions, and restrictions set forth herein, which are for the purpose of protecting the desirability of and shall run with said real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I **DEFINITIONS**

Section 1. "Association" shall mean and refer to CATOCTIN MEADOWS HOMEOWNERS ASSOCIATION, its successors and assigns which is incorporated as a nonstock corporation pursuant to Chapter 10 of Title 13.1 of the Code of Virginia (1950) as amended.

Section 2. "Common Facilities" shall mean any entrance sign and fences constructed by Declarant in CATOCTIN MEADOWS SUBDIVISION, and the open space to be dedicated by Declarant in CATOCTIN MEADOWS

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SUBDIVISION, and any sidewalks not eligible for maintenance payments from the Virginia Department of Transportation, all of which are for the common benefit of the Members of the Association.

Section 3. "Declarant" shall mean and refer to CATOCTIN MEADOWS, L.C., a Virginia limited liability company, its successors and assigns, if such successors or assigns should acquire from the Declarant (including by foreclosure or deed in lieu of foreclosure) two (2) or more undeveloped Lots for the purpose of development, and any person or entity that may dedicate, subdivide and submit to this Declaration all or a portion of the real property annexed to this Property.

Section 4. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia. The term Declaration shall include all amendments thereto and all supplementary Declarations. A supplementary Declaration may be part of a subsequent Deed of Subdivision.

Section 5. "Dwelling Unit" shall mean and refer to dwelling constructed on the property for use and occupancy as a single family residence.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property upon which a dwelling unit could be constructed.

Section 7. "Member" shall mean and refer to any person or entity who holds a membership in the Association.

Section 8. "Mortgagee" shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot and who has notified the Association of this fact.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or 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 10. "Property" shall mean and refer to that certain real property described as, CATOCTIN MEADOWS SUBDIVISION, Phase 1, and such resubdivisions and/or additions thereto which, from time to time, may be brought within the jurisdiction of the Association, through annexation, together also referred to sometimes herein as "Catoctin Meadows."

ARTICLE II
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by this Declaration 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 general assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. A mortgagee in possession of a Lot shall be entitled to exercise the Owner's rights in the Association with regard thereto.

ARTICLE III
VOTING RIGHTS

The Association shall have two (2) classes of voting membership:
Class A: Class A Members shall be all those Members as defined herein with the exception of the Declarant. Class A Members shall be entitled

to one (1) vote for each Lot in which they hold the interest required for membership by Article II. The vote for such Lot shall be exercised as they among themselves 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 herein. A Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article II; provided that Class B membership shall cease and a Class A membership with one (1) vote for each Lot in which it holds an interest shall issue when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. Class B members shall not be responsible for paying any assessment or charges imposed by this Declaration.

Upon annexation by the Declarant of additional properties pursuant to Article X, and in the event that Class B membership shall have ceased as hereinabove provided, Class B membership shall be revived with respect to those Lots so annexed, provided that the Class B membership in these annexed lots shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership in the annexed property equal the total votes outstanding in the Class B membership in such property.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (a) Annual

General Assessments or charges, and (b) Special Assessments for capital improvements, or other specified items, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and 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 for the purpose of promoting the health, safety, and welfare of the residents in the Property, including but not limited to the cost of improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Facilities or easement areas which the Association is obligated to maintain.

Section 3: Establishment of Annual General Assessment. The Association must levy in each of its fiscal years an Annual General Assessment (hereinafter referred to as the "Annual Assessment") against each Lot. The amounts of such Annual Assessments shall be established by the Board of Directors, subject to the limitations imposed by Section 4 of this Article, at least thirty (30) days in advance of each Annual Assessment period. The Annual General Assessment shall commence as to all recorded Lots within a section on the first day of the month following the conveyance of a Lot within that section to an Owner who is not the Declarant. The first Annual Assessment shall be adjusted according to the number of months remaining in

the calendar year.

Section 4. Basis and Maximum of Annual Assessments.

(a) Until January 1 of the year immediately following conveyance of the first Lot to an Owner other than Declarant, the Maximum Annual Assessment shall be FIFTY DOLLARS AND NO/100 (\$50.00).

(b) From and after January 1 of the year immediately following the conveyance of the first Lot, the Maximum Annual Assessment may be increased by the Board of Directors effective January 1 of each year by five per cent (5%), without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot, the Maximum Annual Assessment may be increased above the percentage established by subparagraph (b) annually, provided that any such change shall have the assent by a vote of more than 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, written notice of which shall be sent to all members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

(d) After consideration of current maintenance costs and further needs of the Association, the Board of Directors may fix the Annual Assessment at an amount less than the maximum.

Section 5. Special Assessments. 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 or reconstruction, repair or replacement of any Common Facility; provided that any such assessment shall have the assent of more than two-thirds (2/3) of each class of

BY THE BOARD OF DIRECTORS

Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting.

Section 6. Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots not owned by Declarant.

Section 7. Quorum for any Action Authorized Under Sections 4 and 5. At the first meeting called, as provided in Sections 4 and 5 of this Article, the presence at the meeting of Members or 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 forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Notice of Assessment and Certificate. Written notice of the Annual Assessment and any Special Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Remedies of the Association in the Event of Default. If any assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of delinquency at the rate of six

percent (6%) per annum. In addition, the Association in its discretion may:

- (a) impose a penalty as previously established by rule; and/or
- (b) bring an action at law against the Owner personally obligated to pay assessments, accrued 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 abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments 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 of a first trust or mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

ARTICLE V RESTRICTIVE COVENANTS

Section 1. The Property shall be used exclusively for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family detached dwelling, garages and other approved structures for use solely by the occupants. Except for those related to real estate sales and construction, which shall be limited to no more than (five) 5 square feet, no sign, advertisement, or message other than for identification

purposes shall be displayed or published which offers or implies commercial or professional services, or which may constitute any other kind of business solicitation in, or from, any residence or residential property. Notwithstanding the foregoing, the Declarant or its assigns may, during the construction and/or sales period, erect, maintain, and operate real estate sales and construction offices, model homes, displays, signs, without limitation and special lighting on any part of the Property and on or in any building or structure now or hereafter erected thereon while owned by the Declarant.

Section 2. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance.

Section 3. Sizes. No Dwelling Unit shall be permitted on any lot with a living area of the main structure exclusive of one-story open porches and garages of less than 1700 square feet for a one story building and 1000 square feet on the first floor of a two-story building. For unusual architectural styles or configurations, or when, in the sole opinion of the Architectural Control Committee (See Article VI), conditions warrant, the Committee shall be vested with the authority to modify this requirement.

Section 4. Garages. All Dwelling Units must have a garage suitable for at least two automobiles.

Section 5. No livestock or poultry shall be kept or maintained on any Lot; however, common household pets such as dogs and cats may be kept or maintained, provided that they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding

Lots or the neighborhood and are in compliance with applicable Loudoun County ordinances.

Section 6. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

Section 7. The exterior of all structures shall be kept in good maintenance and repair.

Section 8. No structure or addition to a structure shall be erected, placed, altered or externally improved on any Lot until the plans and specifications, including elevation, material and color and a plan showing the location of all improvements with grading modifications shall be filed with and approved in writing by the Architectural Control Committee. "Structure" shall be defined to include any building or portion thereof, wall, fence, pool, pavement, driveway, or appurtenances to any of the aforementioned. The terms of this Section do not apply to the Declarant, its successors and assigns.

Section 9. No fence or enclosure shall be erected or built on any Lot until approved in writing by the Architectural Control Committee as to location, material and design, except for any fence erected by the Declarant. Any fence or wall built on any Lot shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 10. No junk vehicles or house trailers shall be permitted on any Lot. Recreational vehicles, commercial vehicles, tractors, campers trailers boats and camping equipment may be parked in the side or rear yard provided they are screened from the sight of adjoining Lots. The Declarant, its successors and assigns shall be permitted to keep construction trailers on the

Lots or streets.

Section 11. Radio and television antennas and satellite dishes may only be attached to dwellings on Lots and no satellite dish may exceed thirty-six inches in diameter.

Section 12. The Association shall have the authority to adopt such rules and regulations regarding this Article as it may from time to time consider necessary or appropriate.

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Composition. The Architectural Control Committee shall be comprised of three (3) or more members. The initial members shall be selected by the Declarant.

Section 2. Method of Selection. Upon sale of all houses and recordation of all deeds of conveyance to Class A Members, the Board of Directors shall appoint three Members to succeed the three member them. Committee members shall serve until resignation. The full committee shall appoint a successor to any resigning member prior to said member's resignation.

Section 3. Duties. The Architectural Control Committee shall regulate the external design, appearance and location of the Property and improvements on the property in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Architectural Control Committee shall:

- (a) Review and approve, modify or disapprove, within thirty (30) days, all written applications of Owners for

improvements or additions to Lots. All applications not acted upon within thirty (30) days shall be deemed approved;

- (b) Adopt architectural standards, as necessary;
- (c) Adopt procedures for the exercise of its duties; and
- (d) Maintain complete and accurate records of all actions taken.

Section 4. Enforcement. The Architectural Control Committee shall have the right to enforce, by a proceeding at law or in equity, all covenants, standards, controls and restrictions as adopted by said Committee or imposed by this Declaration. Failure by the Committee to enforce any such covenant, standard, control or restriction shall not constitute a waiver of the right of the Committee to enforce such covenant, standard, control or restriction in the future.

ARTICLE VII POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Discretionary Powers and Duties. The Association shall have the following powers and duties, which may be exercised at its discretion:

- (a) To enforce any/all building restrictions which are imposed by the terms of this Declaration or which may hereafter be imposed on any part of the Property. Nothing contained herein shall be deemed to prevent the Owner of any Lot from enforcing any building restrictions in his own name. The expense and costs of any enforcement proceedings initiated by the Association shall be paid out of the general fund of the Association as hereinafter provided for;
- (b) To exercise all rights and control over any easements which the Association may from time to time acquire, including but

not limited to, those easements specifically reserved to the Association in Article VIII, and to maintain any such easements as required;

- (c) To employ counsel and institute and prosecute such suits as the Association may deem necessary or advisable, and to defend suits brought against the Association;
- (d) To employ from time to time such contractors as the Association may deem necessary in order to exercise the powers, rights and privileges granted to it, and to make contracts; and,

Section 2. Mandatory Powers and Duties. The Association shall exercise the following powers, rights and duties:

- (a) To accept title to the Common Open space and Common Facilities and to hold and administer the Common Facilities, for the mutual enjoyment of the Owners and occupiers of Lots within the Property. The Common Facilities, shall be maintained by the Association at the expense of all Owners in Catoctin Meadows;
- (b) To maintain a comprehensive policy of public liability and hazard insurance covering the Common Facilities. Such insurance policy shall contain a severability of interest clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location and use.
- (c) To maintain any Common Facilities located within the boundaries of any easement granted to the Association.

receive notice of (a) the decision of the Owners to abandon or terminate the Association; (b) any material amendment to the Declaration, any of the By-Laws, or any of the Articles of Incorporation; and (c) the decision of the Association to terminate professional management and assume self-management.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any right, restriction, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of such owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association or any Owner pursuant to any term, provision, covenant or condition contained herein shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies nor a waiver of any remedy not then exercised.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way 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 and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, its respective legal representatives, heirs, successors and assigns,

for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years. The covenants and restrictions of this Declaration may be amended in whole or in part during the first twenty (20) year period with the assent of the Owners of sixty percent (60%) of the Lots. Any amendment must be properly executed and acknowledged by the lot owners and recorded among the land records of Loudoun County, Virginia.

Section 4. Special Amendment. Anything set forth in Section 3 of this Article to the contrary notwithstanding, the Declarant shall have the absolute unilateral right, power, and authority to modify, revise, amend, or change any of the terms or provisions of this Declaration, all as from time to time amended or supplemented, if and only if the Veterans Administration (VA), the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), or the Government National Mortgage Association (Ginnie Mae), or any successor agencies or entities thereto or any agencies or entities providing similar programs shall require such action as a condition precedent to the approval by such agency or entity of the Property or any part thereof or any Lots thereon, for mortgage financing purposes under applicable VA, FHA, Freddie Mac, Fannie Mae, Ginnie Mae, or similar programs.

ARTICLE X ANNEXATION

Additional property may be annexed by the Declarant to the above-described property without the consent of the Class A Members of the Association, providing that any additional property is part of the property


conveyed to the Declarant by a deed recorded among the land records of Loudoun County in Deed Book 1308, Page 1245.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a plat of subdivision, among the land records of Loudoun County, Virginia, which plat of subdivision shall extend the scheme of this Declaration to such annexed property. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the consent of the Declarant.

WITNESS the following signatures and seals:

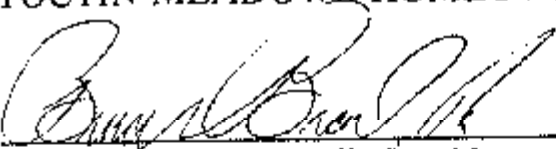
CATOCTIN MEADOWS, L.C., a Virginia limited liability company

By:


Bruce M. Brownell, Manager

CATOCTIN MEADOWS HOMEOWNERS ASSOCIATION

By:

 (SEAL)
Bruce M. Brownell, President

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this 4th day
of January, 1996, by Bruce M. Brownell, Manager of CATOCTIN
MEADOWS, L.C.

Kathy Porter
NOTARY PUBLIC

My commission expires: Nov. 30, 1999

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this 4th day
of January, 1996, by Bruce M. Brownell, as President of
CATOCTIN MEADOWS HOMEOWNERS ASSOCIATION, a Virginia non-
stock corporation, on behalf of said corporation.

Kathy Porter
NOTARY PUBLIC

My commission expires: Nov. 30, 1999

RECORDED INSTRUMENT INDEXED 19

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LOU. CO. VA

TESTE: [Signature] CLERK