

ATTACHMENT TO DEED OF DEDICATION

DEER RUN CROSSING

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Deer Run Crossing Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

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. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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 7. "Declarant" shall mean and refer to JayBee Builders, Inc., a corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. (The Declarant as defined herein is no longer in existence).

ARTICLE II (*)

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of two-thirds [2/3] of the members at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten [10] days nor more than fifty [50] days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty-seven percent [67%] of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half [1/2] of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than fifty [50] days following the preceding meeting. In the event that two-thirds [2/3] of the membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE III

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 or 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. 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.

ARTICLE IV (*)

VOTING RIGHTS

Members shall be all those Owners as defined in Article III. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. 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.

ARTICLE V (*)

PROPERTY RIGHTS

Section 1. Member Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- [a] the rights of the Association to limit the number of guests of members;
- [b] the rights of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- [c] the rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- [d] the rights of the Association to suspend voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty [30] days for any infraction of its published rules and regulations;
- [e] the rights 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 signed by two-thirds [2/3] of the members entitled to vote, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member no less than thirty [30] days nor more than sixty [60] days in

advance; and

[f] the right of the individual owners to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot. (Title to the Common Area has been conveyed to the Association).

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than two [2] automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association shall permanently assign one [1] vehicular parking space for each dwelling.

ARTICLE VI

COVENANT FOR MAINTENANCE ASESSEMENTS

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; [1] annual assessments or charges, and [2] special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessment, 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 property against which each such assessment is made. Each such assessment together with such interest, costs, and reasonable attorney's 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 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 recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Four and No/100----Dollars (\$204.00) per Lot.

[a] From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

[b] From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of members for the next succeeding two [2] years and at the end of each such period of two [2] years, provided that any such change shall have the assent of two-thirds [2/3] of the votes of the 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 thirty [30] days nor more than sixty [60] days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

[c] After consideration of current maintenance and future needs of the Association, 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds [2/3] of the votes of the 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 thirty [30] days nor more than sixty [60] days in advance of the meeting setting forth the purpose of the meeting.

Section 5. 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 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty-seven percent [67%] of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, 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 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 annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual 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 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. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-payment of Assessment; Remedies of the Association. 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 six percent [6%] 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 attorney's fees or any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided 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 or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof 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.

Section 10. 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 Area; and [c] all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessment.

(The annual assessment for each Lot is presently \$468.00 payable semi-annually on January 1 [\$234.00] and July 1 [\$234.00])

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party wall and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

ARTICLE VIII (*)

ARCHITECTURAL CONTROL

No building, accessory building, or structure, shed, awning, porch or porch covering, garage, trailer, tent, driveway, back fence, hedges, screens, barns, driveways, wall or other structures shall be allowed, constructed, or altered upon any Lot or house thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors, and materials and harmony of same to the project as a whole. No structure built upon any of the said Lots shall have the exterior painted without the proposed color thereof having been approved by the said Architectural Control Committee.

No front or side yard fence, wall or walls, or other similar type structures shall be allowed.

No fence, wall, hedge, or shrub over 3 feet high shall be allowed to be erected, planted, or constructed upon any Lot which is located at the intersection of two [2] streets. The purpose of such covenant being to avoid obstruction of view at such intersections.

No exterior clothesline, or hanging device shall be allowed upon any Lot.

No roof top antenna may be installed or used except upon approval of the Architectural Control Committee.

The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three [3] or more members.

Applications for approval of any item covered above shall be made to the Architectural Control Committee in writing accompanied by complete plans and specifications. The said committee is empowered to reject any plans and/or specifications which it does not deem adequate. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty [30] days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IX

EXTERIOR MAINTENANCE

In the event any Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds [2/3] vote of the Board of Directors, shall have the rights, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE X (*)

USE RESTRICTIONS

No Lot shall be used except for residential purposes.

No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one [1] square foot, one [1] sign of not more than five [5] square feet advertising the property for sale, or rent.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for a commercial purpose.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No individual sewage disposal system shall be permitted on any Lot.

No individual water supply system shall be permitted on any Lot.

ARTICLE XI

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities, and access to all Lots are reserved as shown on the recorded plat of the project. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities or access to other Lots. The easement area of each Lot and all improvements [if any] on it shall be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or utility company is responsible.

ARTICLE XII (*)

GENERAL PROVISIONS

Section 1. Enforcement. The Association, its successors and assigns, or any Owner, shall have the rights 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, its successors and assigns, 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 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 the land 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 this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten [10] years. The covenants and restrictions of this Declaration may be amended during the first twenty [20] year period by any 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. Any amendment must be properly recorded.

Executed in the name of the corporation by James L. Brehony, President and Robert L. Hagel, Vice-President, who declare under the penalties of perjury that the facts stated herein are true.

Dated: December 12, 1978

JAYBEE BUILDERS, INC.

Original signed by James L. Brehony, President
and Robert L. Hagel, Vice-President

NOTE: In accordance with the original Article IV, Class A and B membership has been merged into a single class called, "the membership". The Declarant, as defined in the Declaration is no longer in existence, and any reference to Class B members and the Declarant have been deleted. The above Articles of Incorporation have been annotated with this administrative change. Articles so affected are marked with an (*). Further a few subparagraphs have been annotated with explanation in (), as further clarification.

CERTIFIED TO BE A TRUE COPY OF THE ORIGINALLY SIGNED INSTRUMENT EXCEPTING THE ADMINISTRATIVE CHANGES MADE IN ACCORDANCE WITH THE ABOVE NOTE.

Peter Y. Stanton
President
Dated: July 11, 1989