

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, conditions, charges and liens, hereinafter set forth. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof; and

WHEREAS, Declarant had deemed it desirable, for the efficient preservation of the values and amenities in said community, to create, an agency to which should be delegated and assigned the power or maintaining and administering the community properties and facilities and administering and enforcing the covenants and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Virginia as a non-stock corporation, Mirror Ridge Homeowners Association, Inc., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, charges and liens (sometimes referred to as ‘covenants and restrictions’) hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- a. “Association” shall mean and refer to the Mirror Ridge Homeowners Association, Inc.
- b. “The Properties” shall mean and refer to that certain real property referred to in Article II.

- c. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.
- d. “Lot” shall mean and refer to an plot of land shown upon any recorded subdivision map of “The Properties”, with the exception of the “Common Areas” as heretofore defined.
- e. “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 par of The Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- f. “Member” shall mean and refer to all those owners who are members of the Association as provided in Article III, Section I, hereof.
- g. “Declarant” shall mean and refer to Sydney E. Albrittain, Trustee, his heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Membership. Every person or entity who is a recorded 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 member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No “Owner shall have more than one membership. 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 sole qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class “A” – Class “A” members shall be all those Owners as defined in Section 1 with the exception of the Declarant. Class “A” members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person hold such interest or interests 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 such Lot.

Class “B” – Class “B” members shall be the Declarant for each Lot in which he holds the interest required for membership by Section 1 until such Lot is first sold or leased, provided that the Class “B” membership shall cease and become concerted to Class “A” membership on the happening of any of the following events, whichever occurs earlier:

a. When the total voted outstanding in the Class "A" membership equal twice the total votes outstanding in the Class "B" membership, or

b. On December 31, 1987.
From and after the happening of these events, whichever occurs earliest, the Class "B" members shall be deemed to be the Class "A" members entitled to one vote for each Lot in which it holds the interest required for membership under Section 1.

ARTICLE IV

PROPERTY RIGHTS IN AND TO THE COMMON AREAS

Section 1. Owners' Easements of Enjoyment: Subject to the provisions of Section 3, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- a. The right of the Association, in accordance with its Articles and Bylaws, 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 mortgage in said properties shall be subordinate to the rights of the homeowners hereunder; and
- b. The right of the Association to take such steps as are reasonably necessary to protect the above described property against foreclosure; and
- c. The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid; and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- d. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on Common Properties; and
- e. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, to those for which the Common Areas were created, provided that no such dedication or transfer determination as to the purposes or as to conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each Class of Membership has been recorded, agreeing to such dedication, transfer, purpose of conditions, and unless written notice of the proposed agreement and action there under is sent to every Member at least ten (10) days but not more than fifty (50) days in advance of any action taken; and
- f. The right of the Association to limit the number of guests of Members.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, 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 successors and assigns, that it will convey fee simple title to the Common Area free and clear of all encumbrances and liens, but subject to easements and rights of way herein and/or by the attached plat created, dedicated or reserved, prior to the conveyance of record of the first Lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot, owned buy it within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in an such deed or other conveyance is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessment to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon, costs of collection thereof, including reasonable attorney's fees as hereinafter provided, 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 a payment of taxes and for the improvement and maintenance of the streets, sidewalks, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

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 Six Hundred Dollars and No/100 (\$600.00) per Lot for Lots other than those owner by Declarant and Declarant shall pay Fifty Dollars and No/100 (\$50.00) per year assessments on each recorded Lot until said property is occupies, at which time the Declarant shall pay regular monthly assessments until the Lot is conveyed, may be increased by action of the Board of Directors by an amount not in excess of five percent (5%) of the maximum annual assessment hereinabove established.

- 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 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 the members for the next succeeding two years and at the end of each such period of two years, for such succeeding period of two year, provided that any such change 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, written notice of which shall be sent to all members not less than ten (10) days not more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The limitations thereof 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 costs 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 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 ten (10) days nor more than fifty (50) 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 except as provided in Section 3 of this Article. The Board of Directors may, at its discretion, require the annual and/or special assessments to be paid on a monthly basis and may require that such payments be made to a mortgagee under the deed of trust on the respective lots or any other collection agent selected by the Board of Directors.

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 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 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.

- a. Date of Commencement. The annual assessment provided for herein shall commence as to all Lots upon the first day of the month following the conveyance of recorded of the Common Areas. The first annual assessment shall be adjusted according to the number of the 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 that 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.
- b. Class "B". In lieu of annual or special assessment the Declarant shall have the right to elect to maintain the common area at no cost to the Association so long as the Declarant holds Class :B: membership.

Section 8. Effect of Nonpayment of Assessments: 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 that same, or foreclose the lien against the property, and interest, costs and reasonable attorney's 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.. Prior to the institution of any action at law or proceedings to foreclose the lien of any delinquent assessments, the Association shall furnish thirty (30) days written notice of such delinquencies (which thirty (30) day period may concurrently with the aforesaid thirty (30) days from date of delinquency) to the first mortgagee shown of record among the land records of Fairfax County, Virginia.

Section 9. Subordination of the Lien to Mortgagee. Te lien of the assessments provided for herein shall be subordinate to the lien of any 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 mortgage, pursuant to a decree of foreclosure, under such mortgage or any proceeding in lieu thereof which became due prior to such sale or transfer., No sale or transfer shall relieve such Lot for liability for an 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 assessments.

ARTICLE VI

PARTY WALLS

Section 1.. General Rules of Law to Apply. Each wall which is built as 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 Walls and of 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 buy 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 provision of this Article, an owner who by his negligent or willful act causes the Party Wall to be exposes 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 of a majority of all the arbitrators shall be final and conclusive of the question involved.

Section 7. Easements. Each Lot and the property included in the Common Area shall be subject to an easement for encroachments created by the construction, settling and overhangs of structures designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so loan as it stands, shall and does exist. In the event that the homes on one or more Lots shall be partially or totally destroyed, and then rebuilt, the owner of the Lots so affected agree that minor encroachments of parts of the adjacent homes due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Every portion of a building contributing to the support of an abutting building shall be burdened with an easement of support for the benefit of such abutting building.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure other than those built by the Declarant, shall be commenced, erected or maintained upon The Properties, not shall any exterior addition to or change, alteration or improvement thereof be made until the plans and specification or improvement thereof 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 the Article will be deemed to have been fully complied with.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. In the event an 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) decision of the Board of Directors, shall have the right, through its agents and the 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 annual assessment to which such Lot is subject.

ARTICLE IX

RESIDENTIAL PROPERTY PROTECTIVE COVENANTS AND RESTRICTIONS

1. No portion of The Properties shall be used except for residential purposes and for purposes incidental or accessory thereto, except for model homes used by Declarant.
2. No clothing, laundry or wash shall be aired or dried on any portion of The Properties in any area other than in the rear yards of the lots.
3. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.
4. No noxious or offensive activity shall be carried on upon any portion of the residential property, nor shall anything be done thereon which may be or become a nuisance or

annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot.

5. No sign of any kind larger than one foot square shall be displayed to the public view on any lot, except temporary signs not more than five feet square in area advertising the property for sale or rent and except for temporary signs erected by Declarant in connection with the construction, lease or sale of buildings and lots.
6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except where indicated on the attached plat or subsequent plats and except that dogs, cats, or other household pets may be kept provided they are not raised, bred or kept for any commercial purpose.
7. No material or refuse shall be placed or stored within twenty (20) feet of the property line of any lot or the edge of any water course or body of water, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such fill.
8. No person shall paint the exterior of any building a color different than the original color of said building without the proposed color thereof having been approved by the Board of Directors of the Association, or by an Architectural Control Committee appointed by the Board.
9. Easement for the installation and maintenance of underground utilities, television cables, supply and transmission lines, and drainage facilities are reserved to the Declarant, his heirs, successors or assigns, though all areas shown on the attached plat as Common Areas, or any subsequent plat, and said easements are also reserved to the Declarant, his heirs, successors and assigns, though the lots on said plat, except where a building is located by the Declarant, for the purpose of connecting the underground utilities, television cables and supply and transmission lines to the houses thereon. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation, maintenance or repair of an underground utility, supply and transmission lines, or drainage facilities shall be promptly repaired or replaced at the expense of the corporation or authority which directed the entry
10. No antenna of any type shall be erected on any of The Properties, Common Green, Common Areas, or Lots by any Owner or Member excepting only the Declarant.
11. The Mirror Ridge Homeowners Association, Inc., shall have the right (upon 20 days notice to the owner of the property involved, setting forth the action intended to be taken, and if at the end of such time action has not been taken by the Owner) to trim or prune, at the expense of the owner, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location upon the lot or the height to which or the manner in which it is permitted to grow is detrimental to the adjoining property or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant or unimproved Residential Property, and to remove grass, weeds and rubbish there from and to do any and all things necessary

or desirable in the opinion of the Board of Directors or Architectural Control Committee appointed by the Board to keep such Residential Property in neat and good order, all at the cost and expense of the owner, such cost and expense to be paid to the Association upon demand if not paid within ten days thereof, then to become a lien upon the property affected, equal in priority to the lien provided for in Article V. Paragraph 1 hereof.

12. Parcels "A" and "B" are to be maintained as "open spaces". No structures of any nature shall be placed on Parcels "A" and "B" as said Parcels are shown on the plat of subdivision, without first obtaining written approval for construction of same from the Officials of Loudoun County, Virginia.

ARTICLE X

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, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner or Declarant 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 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 any the Association, the Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a tem of 25 years from date this Declaration is recorded, after which time said covenanted shall be automatically extended for successive periods of 10 years. The covenants and restriction of this Declaration may be amended during the first 20 year period by an instrument signed by not less then 90% of the Lot owners, and thereafter by an instrument signed by not less than 75% of the Lot owners. Any amendment must be properly recorded.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the times of such mailing.

ARTICLE XI

PARKING SPACES AND TRAFFIC

Section 1. Parking. Subject to existing Laws and Ordinances and subject to reasonable Rules and Regulations promulgated by itself, the Association shall designate at least one (1)

parking space conveniently located with respect to each Lot for the exclusive use of the Member who owns such Lot or his family or guest. The use of such space by any other Member or person may be enjoined by the Association or he Member entitled thereto. The right to exclusive use of such Parking Space and to its maintenance and designation any the Association shall be appurtenant to and shall pass with the title to the Lots.

Section 2. Traffic Regulations. The Association shall have the power to regulate parking and traffic within the Properties in any manner not inconsistent with the rights of the individual Owners in order to provide adequate access for police, fire fighting and other public vehicles; to preserve the orderly flow of traffic' to maintain roadways and parking areas within the Properties and to erect and maintain street and traffic signs and to do anything which is consistent with and incidental to the objective of this Article.

Section 3. Parking Area. No parking area, either on the streets or on the "Common Area" shall be used to park or store boats, trucks larger than pick-up or camper size, or detachable recreational vehicles and trailers.

ARTICLE XII

STORM WATER DETENTION POND MAINTENACE PLAN

The storm water detention pond shall be inspected after each significant rainfall and at least monthly for structural damage, erosion, or any other undesirable conditions. Repairs shall be made immediately per the following:

1. Erosion of pond embankment, outlet structure area, or any other area to be repaired immediately by reconstruction to original design configuration and providing permanent seeding and mulching per Virginia Erosion and Sediment Control Handbook, Std, and Spec. Numbers 1.66 and 1.75. Erosion of the pond out fall areas shall be repaired by the entire above plus the installation of VDH&T Class I Rip-Rap in the eroded areas.
2. Grass cover sufficient to prevent erosion shall be maintained over all areas of the pond. Areas that do not have a sufficient stand shall be re-seeded and mulched per #1 above. Pond will be kept clear of weeds and all deep-rooted vegetation. Grass is to be mowed regularly to maintain a maximum height of 6 inches.
3. Trash and debris shall be removed from the pond and disposed of properly.
4. Damage from animal burrows is the repaired per #1 above.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 16th day of January, 1985.

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
MIRROR RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Declarant Sydney E. Albrittain executed certain documents establishing the Mirror Ridge Homeowners Association in Loudon County, Virginia and caused such document to be recorded among the land record of the County of Loudon, Virginia, in Deed Book 0860 at page 0515 thru 0525.

WHEREAS, certain typographical corrections are needed to properly reflect the correct wordage in Article III, Section 2 and Article V, Section 3, the correction thereon are hereinafter provided.

NOW THEREFORE, pursuant to and in compliance with the Declaration of Covenants, Conditions and Restrictions, the Declarant, hereby amends the Declaration as follows.

1. Article III, Section 2 is hereby marked amended to read. The class "B" members shall be entitled to three (3) votes for each Lot in which he holds interest required for membership by Section I.
2. Article V, Section 3 is hereby amended to read. Declarant shall pay a reduced assessment of no less than 25% of the annual assessment on each recorded Lot until said property is occupied.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 31st day of December, 1985.

Signatures and Notarization is on file

SUPPLEMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
MIRROR RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the said Declarant is desirous of adding 16.1459 acres known as Section II, Mirror Ridge to the Declarant In of Covenants, Conditions, and Restrictions of the Mirror Ridge HOMEOWNERS ASSOCIATION, recorded in Deed Book 860 at pages 515-525, et seq., and Deed Book 883 at page 1475, of the land records of Loudoun County, Virginia; the following is hereby incorporated and made part of Article II of said Declaration.

Section 1. The real property known as Section II, Mirror Ridge is and shall be held transferred, sold, conveyed and occupied subject to this Declaration and is located in Loudoun County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled Mirror Ridge all of which real property shall hereinafter be referred to as Exiting Property.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 9th day of July, 1986.

Signatures and Notarization is on file

AMENDMENT TO DECLARATION OF CONVENANTS,
CONDITIONS AND RESTRICTIONS
MIRROR RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Declarant Sydney E. Albrittain executed certain documents establishing the Mirror Ridge Homeowners Association in Loudon County, Virginia and caused such document to be recorded among the land record of the County of Loudon, Virginia, in Deed Book 0860 at page 0515 thru 0525.

WHEREAS, certain typographical corrections are needed to properly reflect the correct wordage in Article III, Section 2(b), the correction thereon is hereinafter provided. Now therefore, pursuant to and in compliance with the Declaration of Covenants, Conditions, and Restrictions, the Declarant, hereby amends the Declaration as follows:

1. Article III, Section 2(b) On December 31, 1988.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 20th day of June, 1988.

Signatures and Notarization is on file

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
MIRROR RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Declarant Sydney E. Albrittain executed certain documents establishing the Mirror Ridge Homeowners Association in Loudon County, Virginia and caused such document to be recorded among the land record of the County of Loudon, Virginia, in Deed Book 0906 at page 0325 and Deed Book 883 page 1475.

WHEREAS, the said Declarant is desirous of amending the Declaration by adding the following Article. Now therefore, pursuant to and in compliance with the Declaration of Covenants, Conditions, and Restriction, the Declarant, hereby amends the Declaration as follows:

ARTICLE XIII

When the Homeowners Association assumes control of Mirror Ridge Subdivision, the Board of Directors will obtain insurance to protect the Home Owners Association.

The Homeowners Association and Unit Owners will be insured against liability arising from ownership or use of the Common Elements. This amount of liability coverage must be at least \$1,000,000.00. This coverage will not insure Unit Owners against liability arising from an accident or injury occurring with in a Unit or liability arising from the willful or negligent act or omission of a Unit Owner. The Board of Directors will also maintain appropriate workmen's compensation insurance and fidelity coverage.

The Unit Owner should consult an insurance agent for personal coverage.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 31st day of October, 1986.

Signatures and Notarization is on file

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
MIRROR RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Declarant Sydney E. Albrittain executed certain documents establishing the Mirror Ridge Homeowners Association in Loudon County, Virginia and caused such document to be recorded among the land record of the County of Loudon, Virginia, in Deed Book 0906 at page 0325 and Deed Book 883 page 1475.

WHEREAS, the said Declarant is desirous of amending the Declaration by adding the following Article. Now therefore, pursuant to and in compliance with the Declaration of Covenants, Conditions, and Restriction, the Declarant, hereby amends the Declaration as follows:

ARTICLE XIV

Easement for the installation of a permanent sign are reserved to the Declarant, his heirs, successors, or assigns, through all areas shown on the recorded plats as Common Area, or any subsequent plat. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation shall be promptly repaired or replaced at the expense of the corporation or authority which directed the entry. Once the Mirror Ridge Homeowners Association assumes control it will become the responsibility of the Association to maintain the sign. The sign cannot be removed or altered until 1995 by anyone other than Declarant, his heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 20th day of February, 1987.

Signatures and Notarization is on file

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
MIRROR RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Declarant Sydney E. Albrittain executed certain documents establishing the Mirror Ridge Homeowners Association in Loudon County, Virginia and caused such document to be recorded among the land record of the County of Loudon, Virginia, in Deed Book 0860 at page 0515 thru 0525, Deed Book 0906 at page 0324 and 0325, Deed Book 0917 at page 0936, Deed Book 0883 page 1475 and Deed Book 0933 at page 0443.

WHEREAS, the said Declarant is desirous of amending the Declaration by adding the following Article. Now therefore, pursuant to and in compliance with the Declaration of Covenants, Conditions, and Restriction, the Declarant, hereby amends the Declaration as follows:

ARTICLE XV

At settlement the Purchaser will be required to make a non-refundable initial capital contribution to the Homeowners Association equal to twice the estimated monthly assessment for Common Expenses of his Townhouse Unit. These funds provide the initial working capital of the Homeowners Association. This is a separate one time charge and is not a credit toward regular monthly Association Assessments.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 29th day of April, 1987.

Signatures and Notarization is on file

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
MIRROR RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Declarant Sydney E. Albrittain executed certain documents establishing the Mirror Ridge Homeowners Association in Loudon County, Virginia and caused such document to be recorded among the land record of the County of Loudon, Virginia, in Deed Book 0860 at page 0515 thru 0525, Deed Book 0906 at page 0325, Deed Book 0883 page 1475, Deed Book 0917 at page 0936, Deed Book 0906 at page 0324, Deed Book 0933 at page 0443, and Deed Book 0941 page 0316.

WHEREAS, the said Declarant and the Mirror Ridge Homeowners Association are desirous of amending the Declaration at Article V, Section 8 as herein provided:

NOW THEREFORE, pursuant to and in compliance with the Declaration of Covenants, Conditions and Restrictions, and in compliance with provisions of the Code of Virginia, 1950, as amended, the declarant and the Mirror Ridge Homeowners Association hereby amend the Declaration as follows:

1. Article V, Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. An automatic late fee will be imposed on any assessment which remains unpaid on the 30th day of the first month in any quarter, thereafter an additional automatic late fee will be assessed on any account that has not been paid in full for each calendar quarter thereafter. The automatic late fee will be computed and assessed in an amount determined by multiplying the delinquent outstanding balance existing on the last day of the first month of each quarter by 15%, said assessment being due and payable on the day of assessment. The Association may bring an action at law against the Owner of record obligated personally to pay the same, and/or file and foreclose a lien against the property. Interest, costs, and reasonable attorney fees of any such action shall be added to the amount of the assessment.

No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the common area or abandonment of his lot. Prior to the institution of any action at law or proceeding to foreclose the lien of any delinquent assessment, the Association may furnish thirty (30) days written notice of such delinquencies (which thirty (30) days from the date of delinquency) to the first mortgagee shown of record among the land records of Loudoun County.

IN WITNESS WHEREOF, the undersigned being or representing the Declarant and the Mirror Ridge Homeowners Association herein has hereunto set its hand and seal this 22nd day of September, 1987

Signatures and Notarization is on file

BYLAWS
MIRROR RIDGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Declarant Sydney E. Albrittain executed certain documents establishing the Mirror Ridge Homeowners Association in Loudon County, Virginia and caused such document to be recorded among the land record of the County of Loudon, Virginia, in Deed Book 0860 at page 0515 thru 0525.

WHEREAS, the Bylaws of Mirror Ridge Homeowners Association had not been recorded with the Association documents mentioned herein.

NOW THEREFORE, pursuant to the Code of Virginia, 1950 as amended at Section 55-79.73 and in accordance with the approval of existing owners by vote or by proxy the Declarant hereby records the Bylaws of the Mirror Ridge Homeowners Association, Inc.

IN WITNESS WHEREOF, the undersigned being the declarant herein has hereunto set its hand and seal this 1st day of June, 1988.

Signatures and Notarization is on file