

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GLENKIRK ESTATES**

THIS DECLARATION made on the day hereinafter set forth by GLENKIRK DEVELOPMENT, LLC, an Ohio limited liability company, (hereinafter referred to as “Glenkirk” and “Declarant”) and GLENKIRK ESTATES HOMEOWNERS ASSOCIATION (hereinafter referred to as the “Association”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain parcels of land more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Declarant will convey portions of the Property to the Association by Deeds recorded among the land records of Prince William County, Virginia, at certain times hereafter.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to the Glenkirk Estates Homeowners Association, its successors and assigns.

Section 2. "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" or "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 4. "Common Area" shall mean all real Property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land designated for residential use and shown on any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 6. "Non Residential Parcel" shall mean and refer to any plot of land designated for Non Residential use and shown on any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to the Declarant named above and shall also include its successors and assigns, if such successors or assigns acquire more than one undeveloped Lot from the Declarant for the purpose of development and is assigned the Declarant's rights and

privileges set forth herein. "Declarant" shall mean and refer to the Board of Directors of the Association after other Declarant its successors and assigns, do not own any part of the Property.

Section 8. "Participating Builder" shall mean a person or entity owning two or more Lots for the purpose of building homes for resale and who shall have been designated as a Participating Builder by the Declarant.

## ARTICLE II

### PROPERTY SUBJECT TO DECLARATION AND PROPERTY RIGHTS

Property Subject to Declaration. The real Property which is hereby subject to the terms and conditions of the Declaration is all that Property located in the Glenkirk Estates Subdivision, Prince William County, Virginia as more particularly described in Exhibits A, attached hereto and, in addition such other land as shall be submitted to this Declaration in accordance with the provisions hereof .

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section I. Every Owner of a Lot or owner of a Non Residential Parcel which is subject to assessment shall be a "Member" of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have three classes of voting membership:

Class A. Class A members shall be all Owners of Lots, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one

person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

Class C. The Class C member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class C membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) thirty (30) days after the total votes outstanding in the Class A membership equal the total votes outstanding in the Class C membership, or

(b) on April 1, 2009, or such later date to which it may be extended to compensate for a moratorium or officially mandated unavailability of building permits, or water or sewer connections or other causes of delay beyond the control of the Declarant. In no event shall the date be extended beyond five years after April 1, 2009.

(c) upon the surrender of Class C memberships by the holders thereof to the Association.

However, in the event of annexation of additional properties, Class C membership shall be revived with respect to those Lots contained in the annexed property; provided, however, that this Class C membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever shall first occur:

(a) when the total votes outstanding in the Class A membership in the annexed property equals the total votes outstanding in the Class C membership in such annexed property; or

(b) five years from the date of the recordation of the Deed of Dedication for such annexed property.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Lot and Non Residential Parcel owned within the Properties, hereby covenants, and each Owner of any Lot and each owner of a Non Residential Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) The annual assessments or charges, and (2) special assessments for capital improvements or for a violation of these covenants as hereinafter provided, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot(s) and Non

Residential Parcel(s) and shall be a continuing lien upon the Lot(s) ) and Non Residential Parcel(s) against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot(s) ) or owner of such Non Residential Parcel(s) at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the occupants of the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Six Hundred Dollars (\$600.00) per Lot or Non Residential Parcel until a pool shall have been built and Eight Hundred Dollars (\$800.00) per Lot or Non Residential Parcel after a pool shall have been built.

(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 each year not more than 10% above the maximum assessment for the previous year plus any increases in property taxes and insurance premiums.

(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 10% plus any increase in property taxes and insurance premiums by a vote of two-thirds (2/3) of

each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal Property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments for capital improvements shall be fixed at a uniform rate for all Lots or Non Residential Parcels not owned by Declarant. Any unoccupied Lots or Non Residential Parcels owned by Declarant shall be assessed at a rate of twenty-five percent (25%) of the assessments chargeable to other Lots or Non Residential Parcels so long as Declarant funds all association budget deficits, including reserves. The obligation of the Declarant to fund all association budget deficits shall not exceed the 100% of the annual and special assessments that would have been applicable if the scaled down assessment had not been taken during any fiscal year. Thereafter, all Lots or Non Residential Parcels shall be assessed at the same uniform rate. A full assessment shall immediately and permanently attach to any Lot or Non Residential Parcel upon the first occupancy of a dwelling thereon, regardless of ownership of that Lot or Non Residential Parcel.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots or Non Residential Parcels 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 or Non Residential Parcel at least thirty (30) days in advance of each annual assessment period. The Board of Directors shall determine at what interval annual assessments shall be payable (e.g. monthly or quarterly). Written notice of the annual assessment shall be sent to every member subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the

assessments on a specified Lot or Non Residential Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot or Non Residential Parcel is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date, a late charge of \$25.00 shall be added to the assessment and the assessment shall bear interest from the due date at the rate of one and one-half percent per month or the maximum rate permitted by law. The Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the Lot or Non Residential Parcel. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

Section 10 Assessment Obligations of Declarant and Participating Builders. Each Participating Builder shall pay a one-time assessment to the Association in the amount set forth in the contract between the Declarant and the Participating Builder, but not less than of Three Hundred

Seventy-five Dollars (\$375.00) at the time the Declarant conveys a Lot or Lots to said Participating Builder. The Declarant and any Participating Builders shall not be liable for any charges or Assessments levied by the Association against Lots owned by the Declarant or such Participating Builder except as noted above. However, the Declarant agrees to satisfy any budget deficit or shortage that the Association may incur until the date the Class C membership terminates. The Declarant may provide an "in-kind" contribution of services or materials to maintain the Common Area in lieu of payment of budget deficits. Notwithstanding the foregoing, the Participating Builder shall have the obligation to pay Assessments applicable to other Owners for any Lot owned by the Participating Builder upon which there is located a completed home which is occupied as a residence.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall, swimming pool or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and

specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

### EXTERIOR MAINTENANCE

In the event an Owner of any Lot or owner of any Non Residential Parcel shall fail to maintain the same and the improvements situated thereon in the manner prescribed by the Rules and Regulations duly promulgated by the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot or Non Residential Parcel and the exterior of the buildings 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 or Non Residential Parcel is subject.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. The violation of any provision of this Declaration by any Member, occupant guest, licensee, or invitees, shall be grounds for an action to recover sums due and/or damages, for injunctive relief, or both, and the reimbursement of all costs and attorneys' fees incurred in connection therewith, as well as late charges and interest on any delinquent amounts, which action shall be maintainable by the Declarant, so long as Declarant owns any Lot, the Board, or, in a proper case, by an aggrieved Owner. All such amounts, along with any other costs incurred

by Declarant or the Board to obtain the services of an attorney to enforce any provision of this Declaration, shall be a charge on the Lot(s) or Non Residential Parcels as an assessment and be a continuing lien upon the Lot(s) or Non Residential Parcels and shall constitute a personal obligation of the Owner who committed or who is responsible for such violation or who caused Declarant, or the Board, or aggrieved Owner to take such action, and shall promptly be reimbursed by such Owner to the Declarant or Board upon demand therefor.

The violation of any provision of this Declaration shall give the Declarant (to the extent of its rights hereunder so long as Declarant owns any Lot or Non Residential Parcel) the right, in addition to any other rights set forth in the Declaration or other Subdivision documents, to enter upon the Lot or Non Residential Parcel , or area in which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the Owner who caused or permitted such violation, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions of this Declaration, and neither the Declarant, nor any authorized agent thereof shall thereby be deemed guilty in any manner of trespass. Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is

recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the owners of the Lots or Non Residential Parcels, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the owners of the Lots or Non Residential Parcels. Any amendment must be recorded to be effective.

The Declarant may amend this Declaration so long as Declarant owns any Lot or Non Residential Parcel for the purpose of correcting any clerical or administrative error, or to comply with the requirements of any reviewing agency. Any amendment must be recorded to be effective.

Section 4. Professional Management. The Board of Directors shall be empowered to engage the services of a professional property management company to whom it may delegate the responsibility for routine property management and dues collection according to terms that the Board of Directors shall deem reasonable. Contracts for professional management made by the Declarant shall be terminable by the Board of Directors upon 30 days notice if for cause and upon 60 days notice if not for cause.

Section 5. Annexation. Additional residential property, Non Residential Parcels and Common Area described in Attachment 1 may be annexed to the Property by the recordation of a Supplemental Declaration among the land records of Prince William County, Virginia at any time during the period of Declarant control and with the consent of two-thirds (2/3) of each class of Members thereafter.

Section 6. Common Driveways. Common or Pipestem Driveways shown on the subdivision plats for the Property shall be used exclusively for the purpose of ingress and egress to the Lots and for governmental and other emergency vehicle ingress and egress, and for construction and maintenance of utilities.

a) Restrictions are as follows:

i) No act shall be performed by any Owner, their tenants, guests or agents which would in any manner affect or jeopardize the free and continuous use and enjoyment of any authorized Owner in and to the Common Driveway of a Lot.

ii) There shall be no parking within the Common Driveway at any time except for delivery and/or emergency vehicles, unless the Board of Directors by resolution determines otherwise upon petition of an Owner of an affected Lot.

b) Maintenance. Damage or Destruction. In the event that any Common Driveway is damaged or destroyed:

(i) Through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) it shall be the obligation of such Owner to rebuild and repair the Common Driveway without cost to the other Owners of lots utilizing that driveway.

(ii) Other than by the act of an Owner, his agents, guests or family, it shall be part of the common Assessments and the Association shall maintain, rebuild, and repair such Common Driveway.

## ARTICLE VIII

### PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. No trade or business of any kind shall be advertised from or transacted on the Property, except for Non Residential Parcels, model houses used by the Declarant and such business activities which are: a) conducted solely by the resident, b) consistent with residential uses, c) permitted by applicable zoning ordinances and, d) subject to the further restriction that: i) there shall be no delivery or distribution of goods in connection with such business activities, ii) there shall be no keeping or storage of inventories of goods in any garage or outside any residence on any Lot and iii) there shall be no vehicular traffic or parking by customers, clients, business invitees, or employees, agents, subcontractors or business associates or delivery persons.

Section 2. Except as provided in Section 1 of this Article, no part of the Property except Non Residential Parcels shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial manufacturing, mercantile, storing, vending or other such non-residential purposes.

Section 3. No fence or other improvement shall be erected on any Lot or Non Residential Parcel between any residence or building and any street

Section 4. No clothing, laundry or wash shall be aired on any portion of the Properties.

Section 5. No Owner shall cause or permit anything to be hung or displayed on the outside of windows, placed on the outside walls or doors of any residence and no sign, awning, canopy, shutter or radio or television antenna (including satellite dish) shall be affixed to or placed upon any residence or the exterior walls or doors, roof or any part thereof exposed on or at any window, without the prior written consent of the Board of Directors or their designees, except for temporary real estate signs not more than four square feet in area advertising the Property for sale or for rent and except for temporary signs erected by Declarant in connection with the construction, lease or sale of Lot or Non Residential Parcels .

Section 6. No animals, livestock, poultry, reptiles or fish of any kinds shall be raised, bred or kept on any Lot or in the Common Areas, except that a dog, cat or other common household pet may be kept in or on the Lot, provided that they are not kept, bred or maintained for commercial purposes; and provided further than any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon resolution of the Board of Directors made upon notice and opportunity to be heard. In no event shall any animal be permitted to any portion of the Common Area unless carried or on a leash, nor shall any animal be curbed on any Lot or Non Residential Parcel belonging to another person.

Section 7. No noxious or offensive activity shall be carried on upon any Lot or in the Common Areas; nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants. No Owner shall make or permit any disturbing noises on his Lot by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything to be done by such persons that will interfere with the rights,

comforts or convenience of other Owners. No Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a music player, television set, radio, or other sound producing equipment on his Lot at such high volume or in such other manner that it shall cause unreasonable disturbances to other Owners.

Section 8. Television and Radio Towers or Antennae. No radio, television or other tower, pole, satellite dish, antenna or similar structure shall be erected on any part of any Lot or dwelling, including but not limited to radio or television antennas. Provided, however, a satellite dish not greater than two feet (2') in diameter may be installed on a Lot if no part of the satellite dish is visible from the street on which the house fronts.

Section 9. Vehicles. No junk or inoperable vehicles, house trailers, or vehicles such as, but not limited to, moving vans, trucks, tractors, trailers, disabled automobiles, wreckers, hearses, limousines, buses or commercial vehicles shall be regularly or habitually parked within the Property. No vehicle which cannot be suitably parked entirely within the limits of one regular parking space and no commercial truck or bus or industrial truck or bus nor any truck or any vehicles with more than two axles shall be permitted to be kept or parked overnight on any portion of the Property. No portion of the Property shall be used for the repair or maintenance of vehicles. No vehicle shall be permitted to be parked on the Property if that vehicle does not have properly displayed a current state license, current county tags (if applicable) and current inspection stickers. In addition to other rules and regulations, the Association reserves the right to promulgate rules and regulations with regard to the removal of any vehicles in violation of this Section.

Section 10. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection, unless in containers approved by the Board of Directors of the Association, or by an Architectural Control Committee appointed by the Board and stored in the rear area of the Lot. No accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot, which shall be maintained in a neat and attractive manner, so as not to detract from the appearance of the entire Property.

Section 11. Soliciting of any type is forbidden.

Section 12. There shall be no obstruction of the Common Areas nor shall anything be stored or placed in the Common Area without the prior consent of the Board of Directors

Section 13. No tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

Section 14. Leases. No Owner of a Lot or Non Residential Parcel shall lease to another any such Lot or Non Residential Parcel or part thereof unless such lease shall be in writing for a term or not less than six (6) months and shall expressly provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and Rules and Regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under such lease. No Dwelling Unit may be subleased without the prior written consent of the Board of Directors.

Section 15. Maintenance of Premises and Improvements. Each occupant of each Lot or Non Residential Parcel shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition. Appropriate maintenance shall include, but not be

limited to, the seeding, watering and mowing of all lawns of a height not to exceed 6". The Owner or Resident shall comply with all laws, ordinances and regulations pertaining to health, safety and pollution, and shall provide for storage and removal of trash and rubbish from his premises in a manner to be approved by the Covenants Committee.

Section 16. Enforcement

a) The Board of Directors shall have the power to adopt, amend and enforce compliance with any reasonable rules and regulations relative to the operation, use and occupancy of the lots and the Common Area consistent with the provisions of this Declaration. Any rules and regulations adopted or amended by a resolution duly approved by the Board of Directors in accordance with the By-Laws shall be binding upon all Owners and occupants of lots.

b) Failure of an Owner to comply with any provision of this Declaration or the By-laws or any rules and regulations adopted pursuant thereto shall entitle the Association or any aggrieved Owner to the remedies provided in this Declaration and in Section 55-513 of the Property Owners Association Act and also to the following relief, none of which shall be exclusive of any other remedies:

i) Suits. Failure to comply with the terms of this Declaration, the By-laws and any rules and regulations adopted pursuant thereto, as they may be amended from time to time, shall entitle the Association or any aggrieved Owner to sue for the recovery of

damages or for injunctive relief, or both. The relief shall not be exclusive of other remedies provided by law.

ii) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Declaration, the By-laws and any rules and regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees; provided, however, that no costs or attorneys' fees may be recovered against the Board of Directors in any action unless the court shall first expressly find that the Board of Directors acted in bad faith.

iii) No Waiver of Rights. The failure of the Declarant, or the Board of Directors, or any Owner to enforce any covenant, restriction or other provision of this Declaration, the By-laws or any rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

## ARTICLE IX

### EASEMENTS

Section 1. General Easement for Use and Enjoyment. Every Member shall have a non-exclusive easement of use and enjoyment in common with other in and to the Common Areas which shall be appurtenant to each Lot or Non Residential Parcel and shall pass with each Lot or Non

Residential Parcel subject to the right of the Association to establish rules and regulations governing their use and subject to other easements on the Property.

Section 2. General Infrastructure Easement. The Property shall be subject to an easement running with the land for the benefit of the Declarant for the installation, maintenance, repair, correction or relocation of infrastructure facilities, structures and equipment, including all facilities providing storm drainage, storm sewers and storm water management (including the right to re-grade portions of the Property to achieve proper drainage or operation) , water, electric, gas, telephone, cable, and other utilities, temporary slope and construction easements, sewer and landscape easements and easements to accommodate the development of the Property, abate violations, correct drainage, facilitate the release of bonds and to resolve encroachments. Any damage to a Lot or Non Residential Parcel shall be repaired by the Declarant and/or Association.

Section 3. Emergency Access. An easement is granted in and to the Property for access by police, fire, rescue, and other emergency personnel acting in pursuit of their official duties.

Section 4 Easement to Facilitate Sales. The Declarant reserves to itself an easement to maintain one or more businesses or sales offices or to erect and maintain temporary or permanent signage or subdivision identification to enable Declarant or its Participating Builders to market the Lots and model homes to the general public or for any other business, commercial or otherwise, which Declarant chooses, provided such activity does not unreasonably interfere with the Owner's use and enjoyment of such Owner's Lot or Non Residential Parcel.

Section 5. The following easements upon each Lot and Non Residential Parcel together with the right of ingress and egress, to the extent reasonably necessary to exercise such easements, are reserved to Declarant, its successors, assigns, and licensees for so long as Declarant owns any Lot and are reserved to the Board of Directors thereafter:

(a) An easement to maintain one or more businesses or sales offices or to erect and maintain temporary or permanent signage or subdivision identification to enable Declarant or its selected builders to market the Lots and model homes to the general public or for any other business, commercial or otherwise, which Declarant chooses, provided such activity does not unreasonably interfere with the Owner's use and enjoyment of such Lot or Non Residential Parcel.

(b) An easement over, under, above and through each Lot or Non Residential Parcel, and all Common Areas and all improvements thereon for the purposes of construction, installation, operation, and maintenance of all utilities, drainage courses, culverts, telephone, radio, and television transmission lines, cables, pipes, transformers and other equipment and temporary marketing signs, including, but not limited to, the accessory right to locate guy wires, braces, or anchors, to re-grade portions of Lots or Non Residential Parcels, or to cut, trim or remove trees, shrubs, or plantings wherever necessary.

(c) An easement running over and through all Lots or Non Residential Parcels and Common Areas for the purpose of cutting, filling, drainage, and maintenance of slopes and drainage courses.

(d) An access easement which provides for a general right of ingress to and egress from all Lots, residential dwelling units, and all improvements thereon for purposes of carrying out and

enforcing the provisions of this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association, to allow the addition of further Improvements and to allow for the general public and Owners of other Property in the Development to have free and unrestricted access over and unto all Property in the Subdivision.

(e) Any other easements shown on the Plat.

(f) Declarant further reserves for itself, its successors and assigns, the right to establish such additional easements, reservations, exceptions, and exclusions consistent with its ownership of the Property and in the best interest of the Owners and the Declarant in order to serve the entire Property.

Section 6 No Owner shall have any claim or cause of action against Declarant or its licensees arising from Declarant's use or non-use of any easement reserved hereunder or as shown on a Plat. Notwithstanding anything contained herein to the contrary, Property which is damaged by the Declarant by its use of an easement granted hereunder shall be returned after such use has been terminated to a restored condition to the extent reasonably possible.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2002\_.

GLENKIRK DEVELOPMENT, LLC

By: \_\_\_\_\_(SEAL)

COMMONWEALTH OF VIRGINIA,  
COUNTY OF PRINCE WILLIAM, to-wit:

On this \_\_ day of \_\_\_\_, 2002 before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, who acknowledges himself to be a \_\_\_\_\_ of Glenkirk Development LLC, an Ohio limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

Glenkirk Estates Homeowners Association  
a Virginia Non-Stock Corporation

By: \_\_\_\_\_ (SEAL)  
William M. Yauss

COMMONWEALTH OF VIRGINIA  
COUNTY OF PRINCE WILLIAM, to wit:

On this \_\_\_ day of \_\_\_\_\_, 2002 before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, who acknowledges himself to be a \_\_\_\_\_ of Glenkirk Estates Homeowners Association, Inc. Virginia Non-Stock Corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself on behalf of that Association.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

EXHIBIT A

TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GLENKIRK ESTATES

The Property is described as:

Lots One (1) through Forty-Three (43) both inclusive, and Parcels A and B GLENKIRK ESTATES Section Two as the same appears duly dedicated platted and recorded in the Deed of Subdivision Easement and Conveyance for Glenkirk Estates Section Two recorded among the land records of Prince William County, Virginia as Instrument # \_\_\_\_\_.

ATTACHMENT 1  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GLENKIRK ESTATES

All of that land acquired by Glenkirk Development, LLC by Deed dated April 20, 2001 and recorded among the land Records of Prince William County Virginia as Instrument # 20010423003718