

## **Deed Covenants**

### AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CALVERT'S GLEN HOMEOWNERS ASSOCIATION, INC.

This Amended Declaration of Covenants, Conditions and Restrictions of Calvert's Glen Homeowners Association, Inc., a Virginia corporation, hereinafter sometimes called "The Association."

#### WITNESSETH

WHEREAS, a certain Declaration of Covenants, Conditions and Restrictions of Calvert's Glen dated May 18, 1985 was recorded in Deed Book 865 at Page 1835, et. seq., among the land records of Loudoun County, Virginia (hereinafter the "Initial Declaration"); and

WHEREAS, said Initial Declaration subjected certain property located in the County of Loudoun, State of Virginia, to the terms and conditions of said Initial Declaration, namely Lots 48 through 99, including Lot 90A, and Lots 114 through 144, both inclusive, Sections Five, Six and Seven, ENVIRONS, as the same is duly dedicated, platted and recorded among the land records of Loudoun County, Virginia; and

WHEREAS, the Class B membership of the Declarant, Copper Land Company, a Virginia corporation, has terminated under the aforementioned Initial Declaration; and

WHEREAS, the name of Chestnut Ridge is hereby changed to Calvert's Glen Homeowners Association, Inc., a Virginia corporation. Calvert's Glen Homeowners Association, Inc. being the successor to Chestnut Ridge; and

WHEREAS, Calvert's Glen Homeowners Association, Inc., by the filing of this amended Declaration, desires to provide for the development, preservation and enhancement of the value, attractiveness and desirability of the development to be known as Calvert's Glen; and

WHEREAS, Calvert's Glen Homeowners Association, Inc. to this end desires to subject the aforesaid real property in the development known as Calvert's Glen to the covenants, conditions and restrictions hereinafter set forth in this Amended Declaration. These covenants, conditions and restrictions shall run with the property subject to this Amended Declaration and be binding on all persons or entities having or acquiring any right, title or interest in said real property or any part thereof, and inuring to the benefit of each other thereof; and

WHEREAS, Calvert's Glen Homeowner's Association Inc. has deemed it desirable for the efficient preservation of the values of said community to create an agency which shall be delegated and assigned the powers of maintaining and administering the community

property, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created;

NOW THEREFORE, the members and owners of Calvert's Glen Homeowners Association, Inc. do hereby establish and record this Amended Declaration of Covenants, Conditions and Restrictions of Calvert's Glen Homeowner's Association, Inc. declaring that all of the real property previously held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants, Conditions and Restrictions of Chestnut Ridge, recorded in Deed Book 865 at Page 1835 et. seq. among the land records of Loudoun County, Virginia, and any and all supplements and amendments thereto, shall hereafter be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, charter and liens (hereafter sometimes referred to as "Covenants and Restrictions") herein set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

### **Article I - Definitions**

Section 1. "Association" shall mean and refer to CALVERT'S GLEN HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Board of Directors" shall mean and refer to the Board of Directors of CALVERT'S GLEN HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 3. "CALVERT'S GLEN" shall mean and refer to the property located in Loudoun County, Virginia, dedicated as part of ENVIRONS which becomes subject to this Declaration.

Section 4. "Common Area" shall mean and refer to all real property (including any and all improvements thereof) to be conveyed and owned by the Association for the common use and enjoyment of the members of the Association.

Section 5. "Declarant" or "Declarants" shall mean and refer to COPPER LAND CO., a Virginia corporation, its successors and assigns, if such successors or assigns should acquire from the Declarant (including by foreclosure or deed in lieu of foreclosure) two (2) or more undeveloped Lot for the purpose of development.

Section 6. "Declaration" shall mean and refer to this Amended Declaration of Covenant, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, as the same may be from time to time amended.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat map of the Properties with the exception of the Common Area and streets dedicated to public use.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 9. "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 10. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto which from time to time as may hereafter be brought within the jurisdiction of the Association.

### **Article II - Membership**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by this Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. A mortgagee in possession of a Lot shall be entitled to exercise the Owner's rights in the Association with regard thereto.

### **Article III - Voting Rights**

The Association shall have two classes of voting membership:

Class A: Class A members shall be all those Owners as defined herein with the exception of the Declarants. The Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. 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 may determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Declarant or Declarants. A Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article II; provided that the Class B membership shall cease and a Class A membership with one (1) vote for each lot in which it holds the interest required for membership shall issue on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or
- (b) On December 31, 1990.

#### **Article IV - Property Rights**

Section 1. Members' 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 right of the Association, through its Board of Directors, to establish reasonable rules and regulations governing the conduct upon and use by Owners and all other persons of the Common Area;
- (b) The right of the Association, in accordance with the Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof, with the assent of more than two-thirds (2/3) of each class of members, who are voting in person or by proxy, at a meeting duly called for this purpose, to mortgage said property, subject to this Declaration and the easement of enjoyment created hereby, provided that any such mortgage of the Common Area must state that it is subject to this Declaration and the easement of enjoyment created hereby and shall not be in conflict with Its designation as open space
- (c) The right of the Association to suspend the voting rights and right to the use of any recreational facilities constructed on the Common Area or of the Common Area by a Member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (d) The right of the Association at any time and consistent with the then existing zoning ordinances of Loudoun County and its designation as "open space," or upon dissolution 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, provided that any such dedication or transfer shall have the assent of more than two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. And upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents.

- (e) The right of the Association to grant any public utility with or without payment of damages to the Association, and consistent with the “open space designation thereof, easements for the construction, reconstruction, installation, repair and/or necessary maintenance of utility lines through or over any portion of the Common Area. The foregoing shall not be construed, however, to permit any such public utility to acquire or damage any improvements situate upon the Common Area, or other structures or installations situate thereon which would otherwise be deemed to be part of the realty, without the payment of damages, including severance or resulting damages, if any, to the Association, all in amounts and in a manner now or hereafter governing proceedings for the acquisition of private property for public use by condemnation in this Commonwealth.

Section 2. Delegation of Use. Any owner 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 Owner’s Lot.

Section 3. Risk of Use of Common Area. The use of the Common Area and facilities owned by the Association by an Owner, his assignees, tenants, family, invitees, guests or other parties, including lessees of the Association, shall be at the sole risk of such person, persons or entities. The Association shall not be liable for any damage, injury or loss sustained by reason of the use of such Common Area.

#### **Article V - Covenant For Maintenance Assessment**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, 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 established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and actual attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and actual 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 of an Owner shall survive any foreclosure or deed taken in lieu thereof by a mortgagee.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the following purposes: to promote the recreation, health, safety and welfare of the residents in the Properties; to maintain and improve the Common Area; to undertake, discharge and perform its duties, responsibilities and obligations created and established by this Declaration; to pay real estate taxes and other charges and expenses related to the Common Area; to pay the operating costs and expenses of the Association, including attorney’s fees, accountant’s fees and taxes as applicable; for the ordinary and usual business of a non-stock, non-profit corporation; and, for such other purposes deemed

advisable and proper by the Board of Directors to carry out the responsibilities of the Association as provided herein.

Section 3. Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment, which may be established by the Board of Directors, shall be as follows for each class as designated:

Class A - \$60.00 per year:

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment may be increased by the Board of Directors effective January 1 of each year without a vote of the membership in conformance with the increase, if any, of the Consumer Price Index (All Items Index) for the Washington, D.C., standard metropolitan area (published by the Department of Labor, Washington, D.C.) or any successor index thereto for the year ending the preceding July 1 or twenty percent (20%), whichever is greater; and,
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment may be increased above that established by subparagraph (a) annually, provided that any such change shall have the assent by a vote of more than two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose; and,
- (c) After consideration of current maintenance costs and further 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 i) any construction, reconstruction, improvement, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and ii) other specified purposes, 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 (b) or 4 of this Article shall be sent to all members not less than 25 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) 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 shall be fixed at a uniform rate for all Lots not owned by the Declarant or a successor Declarant. Any Lot(s) owned by the Declarant shall be assessed at twenty-five percent (25%) of the rate of Lots not owned by the Declarant so long as the Declarant has Class B membership status. As long as the Declarant retains the right to pay only partial assessments for the unoccupied Lots, it must also maintain the Common Area at no cost to the Association and fund all budget deficits including reserves. Thereafter, such Lots will be assessed at the rate for those Lots not owned by the Declarant.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the January following the conveyance of the first Lot to an Owner unless otherwise deferred by the Board of Directors. 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 Nonpayment of Assessments: Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date shall be subject to a late charge not to exceed five per centum (5%) of such assessment or installment thereof and shall bear interest from the date of delinquency at the rate of twelve per centum (12%) per annum until the payment is received by the Association. Further, in any case where an assessment is payable in installments, upon a default by an Owner in the timely payment of any two (2) consecutive installments, the required payment date or dates of the remaining unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by or on behalf of the Board of Directors.

Should it become necessary in the sole discretion of the Board of Directors, to refer any assessment delinquency to an attorney for collection, the delinquent party shall be liable to the Association for the actual attorney's fees, costs and expenses incurred by the Association, whether or not suit is filed, the case reaches trial, or the matter is resolved prior to suit being filed or the matter reaching trial.

The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or

otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first 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, except to the extent the Association may be entitled to any surplus sales proceeds as a junior lien creditor. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien subsequent to such sale or transfer nor shall it relieve the Owner of such Lot from personal liability for assessments accruing prior to foreclosure.

Section 10. Exempt Property. The Common Area shall be exempt from the assessments created pursuant to this Declaration. All property interests dedicated or conveyed to a State or local government or public authority shall also be exempt from the assessments created pursuant to this Declaration.

#### **Article VI - Permitted Uses And Restrictions**

The permitted uses, easements, and restrictions for all property within CALVERT'S GLEN covered by this Declaration shall be as follows:

Section 1. Uses. The Lots shall be used, improved and devoted exclusively for single family residential purposes, excluding the leasing of any lot by the owner thereof from time to time. Residential purposes includes the construction, reconstruction, repair, improvement, and modifications or additions to residences and the approved structures. The Declarant, however, for itself, its successors and assigns, reserves the right, prior to sale and transfer of any Lot, to alter, amend and change any lot lines or subdivision plan pursuant to a recorded subdivision plat. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family detached dwelling, a garage and other structures built by the Declarants or approved by the Architectural Control Committee for use solely by the occupants. The Declarant or its assigns may, during the construction and/or sales period, and within five (5) years from May 18, 1985, erect, maintain and operate real estate sales and construction offices, displays, signs, special lighting on any part of the Properties and on or in any building or structure now or hereafter erected thereon while such lot is owned by a Declarant.

Section 2. Animals. No animals, birds, fowl, poultry, or livestock, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any property within the Properties and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance.



Section 3. Antennas. No antenna, satellite dish, or other device for the transmission or reception of television, radio or electronic signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Lot within the Properties, whether attached to a building or structure or otherwise, unless approved by the Architectural Control Committee.

Section 4. Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere In or upon any property within the Properties unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Control Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Architectural Control Committee or prevent or preclude the relocation of any existing facilities by the appropriate utility company.

Section 5. Improvements and Alterations. No improvements, alterations, repairs, excavations or other work which in any way alters the exterior appearance of any property within the Properties or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee simple by Declarant to a non-Declarant, shall be made or done without the prior approval of the Architectural Control Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Control Committee or any committee established by the Architectural Control Committee for such purpose. Pursuant to its rulemaking power, the Architectural Control Committee shall establish a procedure for the preparation, submission and determination of applications for any such alteration or improvement. The Architectural Control Committee shall have the right to refuse to approve any plans or specifications or grading plans which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned based upon its appearance from the adjacent or neighboring property. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the Architectural Control Committee. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Control Committee. Any owner aggrieved by a decision of the Architectural Control Committee may appeal to the Board of Directors provided that such appeal is filed with the Board within fourteen days from the day of the Architectural Control Committee's decision. If no appeal is timely filed, the decision of the Architectural Control Committee shall be final, except that the Board of Directors, in its

sole discretion, may review any decision of the Architectural Control Committee within thirty (30) days from the date of the Architectural Control Committee's decision. Any owner who erects any improvements within said thirty (30) day review period does so at his own risk.

Section 6. Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structure of any kind shall be used at any time for a residence on any property within the Properties either temporarily or permanently. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction.

Section 7. Trailers and Motor Vehicles. No boats, trailers, campers, commercial trucks and vans, tents or any structure of a temporary character, or portable vehicle other than automobiles shall stay parked forward of any dwelling for a period exceeding one week. Nor shall any motor vehicle be constructed, reconstructed, or repaired upon the front or side yards of any property or street; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Control Committee.

Section 8. Maintenance of Lawns and Plantings. Each Owner of a Lot within the Properties shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

Section 9. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within the Properties, and no odors shall be permitted to arise therefrom as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or to operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property.

Section 10. Repair of Buildings. No building or structure upon any property within the Properties shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise adequately finished.

Section 11. Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within the Properties except in covered containers. In no event shall such

containers be maintained so as to be visible from adjoining Lots except to make the same available for collection and then, only the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.

Section 12. Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within the Properties.

Section 13. Encroachments. No tree, shrub, or planting of any kind on any property within the Properties shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, or other area.

Section 14. Right of Entry. During reasonable hours, any member of the Architectural Control Committee, or any authorized representative of the Architectural Control Committee, shall have the right to enter upon and inspect any Lot within the Properties and the improvements thereon, except for the interior portions of any residence or other structure, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry. "Reasonable Hours." as such term is used herein, shall be termed to mean, at a minimum, the hours of 9:00 a.m. through 6:00 p.m., Monday through Saturday.

Section 15. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Properties except such machinery or equipment that is usual and customary in connection with the use, development, maintenance or construction of a residence, appurtenant structures, or other improvements within the Properties.

Section 16. Restriction on Further Subdivision. No Lot within the Properties shall be further subdivided or separated into smaller lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by an Owner, without the prior written consent of The Association. This provision shall not, in any way, limit Declarant from subdividing or separating into smaller lots or parcels any property not yet platted or subdivided into Lots owned by Declarant. No portion of a Lot but for the entire Lot, together with the improvements thereon, may be rented.

Section 17. Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) shall be erected or maintained on any Lot within the Properties except:

- (1) Such signs as may be required by legal proceedings;
- (2) Not more than two (2) residential identification signs each of a combined total face area of seventy-two square inches or less;

- (3) During the time of construction of any building or other improvement by an Owner, one job identification sign not larger than eighteen inches by twenty-four inches in height and width and having a face area not larger than three square feet;
- (4) Signs which have been approved prior to use by the Architectural Control Committee;
- (5) Signs which have been approved by a Declarant; and,
- (6) Realtor for sale or rent signs not larger than two by three feet square.

Section 18. Declarant Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by a Declarant, or its duly authorized agents, of structures, improvements or signs necessary or convenient to the development, identification, or sale of property.

### **Article VII - Easements**

Section 1. Utilities. The Declarants reserve unto themselves the right to grant to any public or private utility company easements, such as telephone, electric, gas, and cable television, for utility service purposes on a strip of land, within each Lot, fifteen (15) feet wide running adjacent to and parallel with all property lines of each Lot, provided such utility easements shall be for underground service lines only.

Section 2. Water and Sewer. The Declarants further reserve to themselves the right to grant to the Board of Supervisors of Loudoun County, Virginia, or other governmental body or agency thereof, such sanitary, storm sewer, storm drainage and water line easements as may be required or requested by such governmental body or agency thereof on any Lot.

Section 3. Landscape. The Declarants, further reserves unto themselves a non-exclusive easement on a strip of land fifteen (15) feet wide running adjacent to and parallel with all streets and roads over all Lots which have road frontage for the purposes of maintaining, landscaping, mowing, erecting and maintaining street intersection signs, directional signs, temporary promotional signs, entrance features and/or "theme areas," and light, stone, wood, or masonry wall features.

Section 4. Entrance Feature. The Declarants further reserve unto themselves an easement over, across and on a triangular area of land hereinafter described on Lot 55 and Parcel Two, Section Six, for temporary and/or permanent entrance features to the development, including but not limited to, brick or masonry walls and signs and for temporary promotional signs for the development and other developments. Said triangular area on each lot shall be the area formed by a triangle, sides of which are a fifty (50) foot line along Route 777 and Regina Drive measured from the corner of each lot (Lot 55 and Parcel Two, Section Six) from the intersection of said roads.

Section 5. Termination. The reserved easements established under the first three sections of this Article shall expire and terminate automatically ten (10) years from the date hereof.

## **Article VIII - Architectural Control Committee**

Section 1. Organization, Power of Appointment and Removal of Members. There shall be an Architectural Control Committee organized as follows:

- (1). Committee Composition. The Architectural Control Committee shall consist of three members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership. The Board of Directors shall have the right to appoint, remove or designate the members of the Architectural Control Committee. The term of appointment for a member to the Architectural Control Committee by the Board of Directors shall be two (2) years.
- (2). Resignations. Any member of the Architectural Control Committee may at any time resign from the Committee by giving written notice thereof to the Board of Directors.

Section 2. Duties. It shall be the duty of the Architectural Control Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, or pursuant to any administrative resolution promulgated by the Board of Directors to adopt Architectural Control Committee rules as necessary, and to carry out all other duties imposed upon it by this Declaration or promulgated by the Board of Directors by administrative resolution.

Section 3. Meetings and Compensation. The Architectural Control Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of any two members at a meeting or otherwise shall constitute the act of the Committee. The Committee shall keep and maintain a written record of all actions taken by It at such meetings or otherwise. Members of the Architectural Control Committee shall not be entitled to compensation for their services.

Section 4. Architectural Control Committee Rules. The Architectural Control Committee may, from time to time and in its sole and absolute discretion, but subject to the approval of the Board of Directors, adopt, amend and repeal, by unanimous vote or written consent, rules and regulations, to be known as "Architectural Control Committee Rules". Said Rules shall interpret and implement this Declaration by setting forth the standards and procedures for Architectural Control Committee review and the guidelines for architectural design, placement of buildings and improvements, landscaping, color schemes, exterior finishes and materials and similar features.

Section 5. Waiver. The approval of the Architectural Control Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Control Committee under this Declaration shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

Section 6. Liability. Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development of any property. Without in any way limiting the generality of any of the foregoing provisions of this Section, the Architectural Control Committee, or any member thereof, may, but is not required to, consult with or hear the views of any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Control Committee.

Section 7. Time for Approval. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said complete plans and specifications have been submitted to it, approval will be deemed to have been given and the provisions of this Article to have been fully complied with.

### **Article IX - General Provisions**

Section 1. Enforcement. The Association or an Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration, and all rules, regulations and standards imposed by the Architectural Control Committee or Board of Directors. Failure by the Association or any Owner to enforce any covenant, restriction, rule, regulation or standard shall in no event be deemed a waiver of the right to do so thereafter. In the event counsel is retained, or any legal action or proceeding is commenced, to enforce any restriction, condition, covenant, reservation or term of this Declaration, or any rule, regulation or standard imposed by the Architectural Control Committee, or Board of Directors the party bringing such action shall be entitled to collect as part of such proceeding, the court costs, actual attorney's fees and expenses of litigation incurred by such enforcing party should the other party be found to have violated and been in breach of this Declaration, or any rule, regulation or standard imposed by the Architectural Control Committee or Board of Directors and/or the costs and actual attorney's fees incurred should any matter be resolved favorable to the party bringing a proceeding, which proceeding is resolved prior to commencement of filing legal action or adjudication of any legal action.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument duly recorded among

the land records of Loudoun County, Virginia, signed by not less than sixty-six and two thirds percent (2/3) of owners of the Lots.

Section 4. Annexation of Additional Properties. If Declarant, its successors or assigns, shall develop any further portions of the land acquired by the Declarant in Deed Book No. 860, at page 181 among the land records of Loudoun County, Virginia, or other lands adjacent to this development, said additional lands (hereinafter referred to as “additional lands”) may be bound to all the provisions of this Amended Declaration of Covenants, Conditions and Restrictions and this Declaration shall be applicable to all of the land within such subdivision (s). To bring such additional lands under the provisions of this Declaration, it shall be necessary only to record with the Deed of Dedication of such additional lands provisions specifically referring to this Declaration of Covenants, Conditions and Restrictions of Calvert’s Glen and incorporating this Declaration by reference. No joinder of any owners of land within said development of CALVERT’S GLEN shall be necessary to effect such addition.

“Additional lands” may be lands adjacent to the originally platted land of said development or adjacent to additional sections previously added to said development. Said additional lands need not be known as sections of said development, but may have names entirely different from the name of said development.

Section 5. The Board of Directors may adopt a resolution merging the Association with any other Home Owners Association. At a special or regular annual meeting of the Association, provided, however, notice of such meeting shall state the Board of Directors will consider a resolution for such merger.

Section 6. Violations and Nuisance. Every act or omission whereby any provision of this Declaration which is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association or any Owner or Owners of Lots.

Section 8. Violation of Law. Any violation of any municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property, is hereby declared to be a violation of this Declaration and subject to any or all 1 of the enforcement procedures set forth herein.

Section 9. Remedies Cumulative. Each remedy provided for herein is cumulative and not exclusive.

Section 10. Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered forty-eight hours after a copy of same has been deposited in the United States mail, postage prepaid, certified mail, return receipt requested.

Section 11. The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself, or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal.