

SENECA RIDGE HOMEOWNERS
ASSOCIATION, Inc.

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Includes:

Declaration of Covenants and Restrictions

Policy Resolutions

SRHOA By-Laws

Architectural Review Procedures

Articles of Incorporation

Deed of Dedication & Subdivision

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made this 19th day of May, 1983, by SENECA RIDGE DEVELOPMENT CORPORATION, hereinafter sometimes called “the Declarant”;

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of the real property described in Article II hereof and desires to create thereon a residential community with permanent common areas for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community; and to this end, desires to subject the real property described in Article II hereto to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed SENECA RIDGE HOMEOWNERS ASSOCIATION, INC, as a non-profit corporation without capital stock under the general laws of the Commonwealth of Virginia for the purposes of carrying out the powers and duties aforesaid.

WHEREAS, the Declarant and the SENECA RIDGE HOMEOWNERS ASSOCIATION, INC., are in agreement that their respective lands in said community are hereby subjected to the restrictions, conditions, covenants, and easements set forth in this Declaration, for and during the period of time hereinafter specified.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as

“covenants and restrictions”) hereinafter set forth:

ARTICLE I

SECTION I. Definitions. The following words when used in this Declaration shall have the following meanings:

- (a) “Association” shall mean and refer to SENECA RIDGE HOMEOWNERS ASSOCIATION, INC., and its successors or assigns.
- (b) “The Property” shall mean and refer to all real property described in Article II and such additions thereto as may hereafter be made pursuant to the provisions of said Article II.
- (c) “Lot” shall mean and refer to all subdivided parcels or property owned by the Association for the benefit, use and enjoyment of its members.
- (d) “Common Areas” shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members.
- (e) “Dwelling” shall mean and refer to any building or portion of a building situated upon The Property and designed and intended for use and occupancy as a residence by a single family.
- (f) “Owner” shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot situated on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.
- (g) “Member” shall mean and refer to every person, group of persons or entity who holds membership in the Association.
- (h) “Developer” shall mean and refer to any person, firm or corporation developing and building upon the subject property.
- (i) “Declarant” shall mean and refer to SENECA RIDGE

DEVELOPMENT CORPORATION, its successors and assigns.

ARTICLE II

SECTION 1. Property Subject to Declaration

The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the County of Loudoun, State of Virginia, and is Seneca Ridge Subdivision, Section 1, Lots 1-4, and 138-146, inclusive, and Parcel A, and more particularly described on "Exhibit A" attached hereto and by this reference made a part hereof.

SECTION 2. Additions

At any time within seven (7) years from the date hereof, and upon action of any Class B member, or his designee, provided there are still class B members of the Association, additional property shall be annexed to the above-described property provided there is the consent of at least one Class A member of the Association, if any. The land that may be annexed includes land set forth on "Exhibit B" attached hereto and made a part hereof. The right of Class B members (with the consent of at least one Class A member) to annex additional property shall be an ongoing right until Class B members are eliminated by the terms of these covenants and restrictions, or all Class B members, or their successors in interest, affirmatively relinquish such right by a document recorded in the Office of the Clerk of the Circuit Court for Loudoun County, Virginia. After such seven (7) year period, or after the termination of Class B members, whichever shall first occur, such additional property may be annexed only with the consent of three-fifths (3/5) of the Class A members of the Association. Any additional property so annexed however, must be adjacent to or in the immediate vicinity of the above-described property, or adjacent to or in the immediate vicinity of property already then subject to these covenants and restrictions. The scheme of the within covenants and restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on "Exhibit A" as hereinafter

provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the land records of Loudoun County, Virginia, which Supplementary Declaration shall extend the scheme of the within covenants and restrictions to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications to the covenants and restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property. The recordation of such Supplementary Declaration of Covenants and Restrictions shall be effective to transfer ownership and the responsibility of maintenance of “Common Areas” designated thereon, from the Declarant, or his successor in interest, unto Seneca Ridge Homeowners Association, Inc., or its successor in interest.

ARTICLE III

SECTION 1. Membership

This Association shall have two classes of voting membership.

- (a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any lot which is or becomes subject to covenants of record to assessment by the Association shall be a Class A member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member and provided, further, that any person, group of persons or entity who holds such an interest in any lot designated as “Common Area” shall not be a member on account thereof. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot, then the vote for the membership appurtenant to such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.
- (b) The Class B member shall be the Declarant which shall be entitled to three

votes for each lot in which it holds the interest otherwise required for Class A membership, provided, however, that the Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (ii) On 31 December 1989; or
- (iii) Upon affirmative relinquishment by all Class B members by document recorded in the Office of the Clerk of the Circuit Court for Loudoun County, Virginia.

ARTICLE IV

SECTION 1. Member's Right of Enjoyment

Every member 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 rights of the Association expressed in its Articles of Incorporation and By-Laws and to the following:

- (a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the "Common Areas" and in aid thereof to mortgage said property, provided the same does not, in any way, interfere with the member's right and easement of enjoyment to the "Common Areas." The Association shall not mortgage the "Common Areas" except by resolution approved by three-fifths (3/5) of the members of all classes; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosure; and
- (c) The right of the Association to limit the number of guests of members; and
- (d) The right of the Association to suspend the voting rights for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (e) The right of the Association to dedicate or transfer provided the same shall

not be contrary to the provisions of the then existing Ordinances of the County of Loudoun, all or any part of the “Common Areas” to any public or municipal agency, authority or utility for the purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members, provided, however, that no such dedication or transfer shall be effective unless an instrument signed by three-fifths (3/5) of all classes of the then Members of the Association has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed Agreement and action thereunder is sent to each member at least ninety (90) days prior to the taking of any action; and

- (f) The rights of the fee owners of lots to a perpetual easement over any “Common Areas” or such portion of their Dwellings that may overhand said “Common Areas,” and for necessary pedestrian ingress and egress to and from any such Dwelling over said “Common Areas.”
- (g) The right of the Association to permit owners of neighboring properties and/or bona fide associations, clubs, and organizations to use such bridle trails as may, from time to time, be developed on the property.
- (h) The right of the Association to suspend the right of enjoyment of the Property of any Member for non-payment of dues or fees.

ARTICLE V

SECTION 1. Covenant for Maintenance Assessments

The Declarants for each lot owned by them and each person, group of persons or entity who becomes an Owner of a lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyances, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, or maintenance provided by the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property and lot against which such

assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such property and lot at the time when the assessment fell due.

SECTION 2. Purpose of Assessment

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents of the Property, and in particular, for the improvements and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the "Common Areas," including, but not limited to, the payment of taxes and insurance for said "Common Areas" and repair, replacement and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof.

SECTION 3. Annual Assessments

The maximum annual assessment for each lot shall not exceed \$60.00 per annum, and may be levied on a monthly, quarterly, semi-annual or annual basis. The Board of Directors of the Association may fix the annual assessment at any amount not in exceed of the maximum herein provided for.

SECTION 4. Increase in Maximum Assessment

- (a) From and after the date of this Declaration, the maximum annual assessment for all memberships may be increased by the Board of Directors of the Association, without a vote of the Membership, not more than five percent (5%) above the maximum annual assessment for the preceding year, provided, however, that the maximum annual assessment shall not be decreased below the amount provided for in Section 3 of this Article.
- (b) From and after the date of this Declaration, the maximum annual assessment for all memberships may be increased above that established by the preceding paragraph by a vote of members, as hereinafter provided, for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall have the assent of three-fifths (3/5) of all Classes of the members of the Association. A meeting of the

members shall be duly called for this purpose.

SECTION 5. Special Assessment

In addition to the annual assessments authorized by this Article, 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 located upon the "Common Areas," including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fifths (3/5) of all Classes of the then members of the Association. A meeting of the members shall be duly called for this purpose. Any special assessment levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate for each lot.

SECTION 6. Commencement of Annual Assessments

The annual assessment for each membership shall commence on the first day of the month following the conveyance of a lot to a third party by the Declarant. The first annual assessment for any such membership shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. Except as herein provided, the assessment for any lot for any year after the first year, shall become due and payable and a lien on the first day of said year. It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the annual assessment against each lot for each assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the owner of any lot subject thereto.

SECTION 7. Assessment Certificates

The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other

authorized agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

ARTICLE VI

SECTION 1. Non-Payment of Assessment

Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property (to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as may then be applicable to mortgages under the law of the Commonwealth of Virginia), in either of which events, interest, costs and reasonable attorney's fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments herein provided for by non-use of the "Common Areas" or abandonment of his lot or Dwelling.

SECTION 2. Subordination Provisions

The lien of the assessments provided for in this Declaration shall be subordinated only to the lien of any first mortgage or mortgages now or hereafter placed upon the lot subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such

sale or transfer shall not release such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VII

SECTION 1. Architectural Control Committee

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Declarant.

Following the initial construction, no building, fence, wall or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of not less than three (3) members appointed by the Board of Directors. In the event the Board of Directors, 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.

SECTION 2. Fences

No fence, hedge or wall shall be constructed upon the Property without the prior written approval of the Architectural Control Committee.

SECTION 3. Prohibited Uses and Nuisances

Except for activities during original construction:

- (a) No noxious or offensive trade or activity shall be carried on upon any lot or within any Dwelling situate upon the Property nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the Owners of the Property.

- (b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be, and is, hereby prohibited on any lot or within any Dwelling situate upon the Property except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets, provided they are not kept, bred or maintained for commercial purposes.
- (c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any lot.
- (d) Except as herein elsewhere provided, no junk vehicle, commercial vehicle, trailer, truck, house trailer, boat or the like, shall be kept upon the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.
- (e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.
- (f) In order to facilitate the free movement of passing vehicles, no automobiles belonging to residents shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies.
- (g) With the exception of the area to be occupied by a dwelling and an area of six feet on each side thereof, no sound hardwood trees measuring in excess of six (6) inches in diameter five (5) feet above the ground shall be removed from any lot without written approval of the Association acting through its Board of Directors or duly appointed committee.
- (h) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time. Temporary playhouses or the like may be so maintained provided that their primary purpose is the maintenance and/or promotion of juvenile recreation.
- (i) Except for entrance signs, directional signs, community "Theme Areas" and

the like, no signs of any character shall be erected, posted, or displayed upon, in or about any lot or Dwelling situate upon the Property, provided, however, that one temporary real estate sign not exceeding six (6) square feet in areas, may be erected upon any lot or attached to any Dwelling placed upon the market for sale or rent.

- (j) No structure, planting or other material, other than driveways or sidewalks, shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.
- (k) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.
- (l) There shall be no violation of any rules of the use of the "Common Areas" which may, from time to time, be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.
- (m) There shall be no operation of motor vehicles, including "trail bikes," "mini-bike," and the like, upon any "Common Area," except upon prior written consent of the Board of Directors.
- (n) All lots and improvements thereon shall be at all times maintained in a safe, orderly, sanitary and aesthetically pleasing fashion, such maintenance to include the regular periodic cutting of grass and removal of weeds.

SECTION 4. Right of Association to Remove or Correct Violations of this Article

The Association may, in the interest of the general welfare of all the Owners of the Property and after reasonable notice to the Owner, enter upon any lot or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach of any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action

shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

ARTICLE VIII

SECTION 1. Residential Use

All Dwellings shall be used for single family private residential purposes exclusively.

ARTICLE IX

SECTION 1. Easement - Common Areas

An easement is hereby granted to the Declarant and its successors or assigns, to enter upon "Common Areas" in order to accomplish anything which may be required to be done thereon by any governmental authorities.

SECTION 2. General Easement

An easement is hereby granted to the Declarant and its successors or assigns, to enter upon all areas of the Property for the installation and maintenance of underground utilities, supply and transmission lines, drain facilities, walkways and trails through and across all areas of the Property as shown on the Plat dated November 1982, and prepared by Johnson, Mirmiran & Thompson, and recorded in Deed Book 819, at page 14, among the land records of Loudoun County, Virginia, whether within the boundaries of residential lots or in "Common Areas" (excepting only approved building areas), provided that damage resulting from the exercise of the rights hereinabove granted shall be promptly repaired, or replacement effected, at the expense of the Declarant or the authority which procured the entry.

SECTION 3. Special Easement

An assessment is hereby granted to Loudoun County law enforcement officers, rescue squad personnel, and fire fighting personnel while in pursuit of their duties to enter upon all areas of the Property, including "Common Areas" and common or joint driveways to permit the enforcement of cleared emergency vehicle ingress and egress.

SECTION 4. Drainage

No person, except the Declarant or its duly authorized agents, shall obstruct, alter or in any way modify the established drainage pattern from, on or over any “Common Areas,” lot or parcel of land, nor shall any person obstruct, alter or in any way modify any drainage swales, devices and/or facilities installed on any “Common Areas,” lot or parcel of land, nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage.

ARTICLE X

SECTION 1. Duration

Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of twenty-five (25) years each, unless an instrument signed by the then Owners of eighty percent (80%) of the lots has been recorded, agreeing to change said covenants and restrictions, in whole or in part. No such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interests related to the “Common Areas” herein created.

SECTION 2. Incorporation by Reference on Resale

In the event any Owner sells or otherwise transfers his lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration.

SECTION 3. 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, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner

on the records of the Association at the time of such mailing.

SECTION 4. Enforcement

These covenants and restrictions may be enforced by the Association, any Owner, or the Declarant. However, the Declarant shall be under no affirmative duty to seek enforcement of these covenants and restrictions. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or 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. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages.

The Association, to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the admission, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein, the Association shall take into consideration the best interests of the Owner of the lots to the end that the Property shall be preserved and maintained as a high quality community.

SECTION 5. No Dedication to Public Use

Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any "Common Areas" by any public or municipal agency, authority or utility.

SECTION 6. Severability

Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

ARTICLE XI

SECTION 1. Interpretation

The headings of the Articles herein are for convenience only and shall not affect the meanings or interpretations of the covenants thereof.

SECTION 2. Applicability

Each grantee accepting a deed, lease or other instrument conveying any interest in a lot, whether or not the same incorporates or refers to these covenants, restrictions, easements, charges and liens, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these covenants, restrictions, easements, charges and liens.

WITNESS the following signature and seal:

SENECA RIDGE DEVELOPMENT CORPORATION

(SEAL)

By: _____ (Original Signature on File) _____

Carl Bernstein, President

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that this day personally appeared before me in my said State and County, Carl Bernstein, President of Seneca Ridge Development Corporation, a Virginia corporation, whose name is signed to the foregoing and hereto annexed Declaration dated the 19th day of May, 1983, and acknowledged the same for an on behalf of the Corporation.

Given under my hand this 19th day of May, 1983.

Sandra K. Lindsay (Original Signature on File)
Notary Public

My Commission Expires:

April 25, 1984

POLICY RESOLUTION - No. 94-1
(Board Policy Regarding the Imposition of Monetary
Charges Against Owners Who Violate the
Rules and Regulations of the Seneca Ridge Homeowners Association)

WHEREAS, the operations of the Seneca Ridge Homeowners Association (the Association) are regulated by the Virginia Property Owners Association Act, section 55-508, et seq. of the Virginia Code;

WHEREAS, the Virginia Property Owners Association Act, section 55-512(b), empowers boards of directors of community associations to impose monetary charges against owners who are found to be in violation of the association's rules and regulations;

WHEREAS, the Virginia Property Owners Association Act, section 55-512(b), requires a board of directors to adopt a resolution to incorporate the powers conferred by this statutory provision and to publish this resolution to all owners of record before exercising such power;

WHEREAS, the Board of Directors (the Board) has decided that the adoption of such a resolution will provide the Association with an inexpensive alternative to litigation when the need to enforce the Association's rules and regulations arises, and that it is in the best interest of the Association for the Board to have the power to impose monetary charges to enforce the Association's rules and regulations.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Directors is empowered to assess monetary charges against any owner found to be in violation of the Association's rules and regulations.

Before any monetary charge may be assessed by the Board against an owner, the owner

alleged to be in violation of the rules and regulations of the Association shall be given a written notice, delivered by hand or mailed by certified mail, in which the owner is notified of his/her/their opportunity to request a hearing before the Board and to be represented by counsel to contest any allegations made against the owner. The request for the hearing must be made to the President of the Board within ten (10) days after receiving the written notice.

If such a hearing is requested, the Board shall set a date for the hearing and notify the owner in writing delivered by hand or mailed by certified mail at least fourteen (14) days before the hearing. If no hearing is requested by the owner, the Board shall set a date for a meeting within twenty-one (21) days of the date of the original written notice. The Board shall decide all cases at duly convened meetings. Minutes shall be taken and votes shall be recorded.

If the Board decides to assess a monetary charge, the initial charge will be \$50.00 per violation. The Board shall notify the owner in writing of the date when the violation must be corrected to avoid further charges. If the owner does not correct the violation within the requested period of time, the Board can assess additional charges of \$1.00 per day for every day the violation continues.

Resolution adopted and approved by the Board of Directors of the Seneca Ridge Homeowners Association this 9th day of March, 1994.

3/11/94

 (date)

(Original Signature on File)

 David Katz, President,
 SRHOA

3/11/94

 (date)

(Original Signature on File)

 Richard Kleckner, Vice President,
 SRHOA

POLICY RESOLUTION - N. 94-2

(Board Policy Regarding the Maximum Annual General Assessment)

WHEREAS, Article V, Section 2 of the By-Laws empowers the Board of Directors to establish, levy and collect assessments and to fix the amount of assessments against each lot for each assessment at least 30 days prior to the beginning of such period; and

WHEREAS, Article V, Section 3 of the Declaration of Covenants and Restrictions establishes an initial maximum annual assessment of \$60.00 per annum and authorizes the Board of Directors to fix the annual assessment at any amount not in excess of the maximum provided for; and

WHEREAS, Article V, Section 4(a) of the Declaration of Covenants and Restrictions empowers the Board of Directors to increase the maximum annual assessment on a yearly basis up to 5% above the maximum annual assessment for the preceding year without a vote of the membership; and

WHEREAS, Article V, Section 3 of the Declaration of Covenants and Restrictions empowers the Board of Directors to fix the actual annual assessment at any amount not in excess of the maximum annual assessment; and

WHEREAS, the Board of Directors desires to maintain the maximum amount of flexibility possible to set the actual annual assessment at a level which provides the Association with sufficient funds to properly maintain the common areas and fund the reserves;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The maximum annual assessment shall automatically increase by 5% over the previous fiscal year's maximum annual assessment;

2. Such automatic increases in the maximum annual assessment shall occur without the necessity of subsequent resolution until the Board of Directors resolves otherwise; and
3. Such automatic increases in the maximum annual assessment shall not alter the method by which the Board of Directors shall fix the actual annual assessment for each year which each owner of a lot is obligated to pay.

This Resolution was adopted and approved by the Board of Directors of the Seneca Ridge Homeowners Association, Inc. this 13th day of July, 1994.

SENeca RIDGE HOMEOWNERS ASSOCIATION,
INC.

(Original Signature on File)

David Katz, President

(Original Signature on File)

Richard Kleckner, Vice President

(Original Signature on File)

Allanna Romanow, Secretary

POLICY RESOLUTION - No. 96-1
(Architectural Review Committee Guidelines for
Satellite Dishes and Exterior Antennas)

Whereas, Section 55-513 of the Virginia Property Owners Association Act empowers the Board to establish, adopt and enforce rules and regulations with respect to use of the common areas and with respect to such other areas of responsibility assigned to the Association by the Declaration except where expressly reserved by the Declaration to the members; and

Whereas, Article VII, Section 1 of the Declaration assigns the Board of Directors with the responsibility for approving any building, fence, wall or other structure commenced, erected, or to be maintained upon the property; and

Whereas, Section 55-513(b) of the Virginia Property Owners Association Act requires the Board to adopt a Resolution to incorporate the powers conferred by this statutory provision and to publish this Resolution to all owners of record before exercising such power; and

Whereas, the Board of Directors has determined that it is necessary to adopt standards regarding the installation of exterior antenna and satellite dishes to maintain the Association's rules and regulations in step with current changes in technology and to maintain the aesthetic quality and harmony of the community.

NOW, THEREFORE, BE IT RESOLVED THAT the following standards and guidelines shall apply to the installation of any exterior antenna or satellite dish.

- 1) No exterior antenna, satellite dish, or other device for the transmission or reception of radio or television signals or any forms of electromagnetic radiation shall be permitted without the prior written approval of the SRHOA Architectural

- Review Committee (ARC). Homeowners shall seek approval by submitting a written application to the ARC.
- 2) The ARC has the discretion to approve or deny applications. Generally, the ARC will approve applications if the proposed device will not be visible from the streets or common areas of the community.
 - 3) The criteria the ARC shall consider in deciding whether to approve or disapprove an application includes but is not limited to the following:
 - (A) The satellite dishes shall be 24 inches or less in overall dimensions;
 - (B) The device is located in an area on the homeowners lot where it is compatible with the natural setting of the home and the neighborhood;
 - (C) The device is designed to resemble other structures, devices, or improvements otherwise allowed by the Restrictions of the Association or the device is adequately obscured from view by an acceptable visual barrier;
 - (D) The device is of a color and material which are compatible with the color and material of the home;
 - (E) The device does not adversely impact or affect the view or lifestyle of neighbors, the electromagnetic reception of the radios or television sets of neighbors, or the value of neighbors' homes.
 - 4) The Architectural Review Committee reserves the power to conditionally approve applications for such devices pending requirements that the applicant install visual barriers, such as lattice or landscaping around the device in order to diminish any

adverse visual impact.

This Resolution was adopted and approved by the Board of Directors of the Seneca Ridge Homeowners Association, Inc. this 17th day of January, 1996.

SENECA RIDGE HOMEOWNERS ASSOCIATION, INC.

_____(Original Signature on File)_____
John Bouman, President

_____(Original Signature on File)_____
Doug Clark, Secretary

(Original Signature on File)
Doug Clark, Secretary

POLICY RESOLUTION - No. 97-1
(Architectural Review Committee Guidelines for
Satellite Dishes and Exterior Antennas)

WHEREAS, Resolution No. 96-1 Adopted on January 17, 1996, by the Board of Directors established guidelines dealing with satellite dishes and antennas; and

WHEREAS, all homeowners were notified by mass mailing; and

WHEREAS, size of satellite dishes regulated by the Board was set at 24"; and

WHEREAS, the Association's attorney has informed the Board that the regulations must be changed to set the size at 39"; and

NOW, THEREFORE, BE IT RESOLVED THAT:

As of the effective date of this resolution Section 3A of Resolution No. 96-1 is rescinded and the following substitution made.

A) The satellite dishes shall be 39" (inches) or less in overall dimension.

Resolution adopted and approved by the Board of Directors of Seneca Ridge Homeowners Association the 12th day of March 1997.

SENECA RIDGE HOMEOWNERS ASSOCIATION, INC.

_____(Original Signature on File)_____
Aref Etemadi, President

(Original Signature on File)
Lori Robinson, Secretary

POLICY RESOLUTION - No. 97-2
ARCHITECTURAL REVIEW COMMITTEE GUIDELINES
FOR WINDOWS

WHEREAS, the guidelines for submitting for approval of external modifications and improvements to properties in Seneca Ridge Subdivision states that any changes to windows must be approved by the Committee in advance.

NOW, THEREFORE, BE IT RESOLVED THAT:

As of the effective date of this resolution the following change will be made:

A) Acceptability standards for windows are such that window frames must be white in color, open vertically, and be rectangular or square in shape.

Resolution adopted and approved by the Board of Directors of the Seneca Ridge Homeowners Association the 12th day of March 1997.

SENECA RIDGE HOMEOWNERS ASSOCIATIONS, INC.

(Original Signature on File)
Aref Etemadi, President

(Original Signature on File)
Lori Robinson, Secretary

POLICY RESOLUTION - No. 99-1
(Change in Mailing Address)

WHEREAS the principal office listed in Article I, Section 1 of the by-laws of Seneca Ridge Homeowners Association, Inc. is that of the original developer, Seneca Ridge Development Corporation, which has severed its relationship with this homeowners association; and

WHEREAS the Board of Directors by resolution adopted at its February 10, 1999 meeting proposed that Article I, Section 1 of the by-laws be changed at the next annual meeting of the Association to reflect the currently used mailing address for the Seneca Ridge Homeowners Association, such resolution having been amended by the Board of Directors at the meeting of September 8, 1999 and further amended at the meeting of October 13, 1999; and

WHEREAS in the October 1999 Notice of Annual Meeting (dated October 12, 1999 but issued after the Board of Directors meeting of October 13, 1999 and after procurement of a replacement mailbox) the following text, *inter alia*, appears:

Resolved that the Board of Directors proposed to the membership of the Corporation that at the next Annual Meeting the by-laws of the Corporation be amended as follows:

1) In Article I, Section 1, the last sentence shall be deleted and replaced by the

following sentence: "Its mailing address shall be Post Office Box 650116 Sterling, Virginia 20165-0116."

WHEREAS at the November 10, 1999 Annual Meeting the by-laws were amended as recommended by the Board of Directors and set out in the meeting notice.

NOW THEREFORE, TAKE NOTICE THAT:

THE MAILING ADDRESS OF THE SENECA RIDGE HOMEOWNERS ASSOCIATION, INC. IS POST OFFICE BOX 650116, STERLING, VIRGINIA 20165-0116."

We the undersigned president and Secretary of Seneca Ridge Homeowners Association, Inc. certify that we have examined the minutes of the February 10, September 8 and October 13, 1999 meetings of the Board of Directors, the October 12, 1999 Notice of Annual Meeting and the minutes of the November 10, 1999 Annual Meeting and the foregoing accurately reflects the relevant provisions therein.

Dated:

6/11/03

(Original Signature on File)
 Gregg Carter, President,
 Seneca Ridge Homeowners Association, Inc.

Dated:

6/11/03

(Original Signature on File)
 Lorrie Bender, Secretary,
 Seneca Ridge Homeowners Association, Inc.



POLICY RESOLUTION 99-2
(Delete Redundant Sentence)

WHEREAS, in Article IV, Section 4, (Notice of Meetings) of the By-laws, lines 6 and 7, and lines 9, 10, and 11, contain essentially the same statement; and

WHEREAS, the Board of Directors proposed at the February 10, 1999 meeting that Article IV, Section 4 of the By-laws be changed at the next annual meeting of the homeowners to remove the redundancy; and

WHEREAS, in the October 12, 1999 Notice of Annual Meeting, which was mailed to all homeowners, this proposed amendment to the By-laws was properly published and mailed, as required in By-laws Article IV, Section 4, and Article VIII, Section 9; and

WHEREAS, at the November 10, 1999 annual meeting of the Seneca Ridge Homeowners Association, Inc., the membership voted to implement this amendment to the By-laws;

NOW, THEREFORE, TAKE NOTICE THAT:

In Article IV, Section 4, lines 6 and 7 the following sentence shall be deleted: "Such notice shall set forth the time, place and purpose of the meeting."

We the undersigned President and Secretary of Seneca Ridge Homeowners Association, Inc. certify that we have examined the minutes of the February 10, September 8 and October 13, 1999 meetings of the Board of Directors, the October 12, 1999 Notice of Annual Meeting and the minutes of the November 10, 1999 Annual Meeting and the foregoing accurately reflects the relevant provisions therein.

Dated:

6/11/03

(Original Signature on File)
Gregg Carter, President
Seneca Ridge Homeowners Association, Inc.

Dated:

6/11/03

(Original Signature on File)
Lorrie Bender, Secretary
Seneca Ridge Homeowners Association, Inc.

POLICY RESOLUTION 99-3

(Clarification of Voting Methods for Amending By-laws)

WHEREAS, Article VIII, Section 9, Amendment, states: “These By-laws may be amended by the affirmative vote of the majority of the membership of any regular or special meeting.”; and

WHEREAS, a question was raised at a Board of Directors meeting, whether one can vote for an amendment by proxy as well as by voting in person at the meeting; and

WHEREAS, the Directors determined that voting by proxy is permissible, as provided for in Article IV, Section 7, Voting, lines 8, 9, and 10 which states: “The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting ... “; and

WHEREAS, The directors deemed it desirable to clarify this matter in Article VIII, Section 9; and

WHEREAS, the Board of Directors proposed at the February 10, 1999 meeting that Article VIII, Section 9 of the By-laws be changed at the next annual meeting of the homeowners to make it clear that voting for an amendment is permissible; and

WHEREAS, in the October 12, 1999 Notice of Annual Meeting, which was mailed to all homeowners, this proposed amendment to the By-laws was properly published and mailed, as required in By-laws Article IV, Section 4 and Article VIII, Section 9; and

WHEREAS, at the November 10, 1999 annual meeting of the Seneca Ridge Homeowners Association, Inc., the membership voted to implement this amendment to the By-laws:

NOW, THEREFORE, TAKE NOTICE THAT:

In Article VIII, Section 9, line 2 after the words “the majority of the membership of,” the words “the Corporation present in person or by proxy at” shall be added.

We the undersigned President and Secretary of Seneca Ridge Homeowners Association, Inc. certify that we have examined the minutes of the February 10, September 8 and October 13, 1999 meetings of the Board of Directors, the October 12, 1999 Notice of Annual Meeting and the minutes of the November 10, 1999 Annual Meeting and the foregoing accurately reflects the relevant provisions therein.

Dated:

6/11/03

(Original Signature on File
Gregg Carter, President
Seneca Ridge Homeowners Association, Inc.

Dated:

6/11/03

(Original Signature on File
Lorrie Bender, Secretary
Seneca Ridge Homeowners Association, Inc.

BY-LAWS
OF
SENECA RIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

SECTION 1. Name and Location of Corporation. The name of this Corporation is Seneca Ridge Homeowners Association, Inc., hereafter in these By-Laws sometimes called “the Association” or “the Corporation”. Its principal office is located at 4200 Daniels Avenue - Suite 300, Annandale, Virginia 22003.

ARTICLE II

SECTION 1. Purpose. The purpose of this Corporation is to provide for the preservation, maintenance and management of certain community land and facilities located with the community known as “Seneca Ridge”, in Loudoun County, Virginia, and to provide architectural control for the residential properties located therein, to promote the health, safety and welfare of the residents of said communities and to provide for the exterior maintenance of the residential properties located therein, all consonant with the provisions of its Articles of Incorporation, these By-Laws and the Declaration of Covenants and Restrictions hereinafter mentioned.

ARTICLE III

SECTION 1. Eligibility, Classes and Voting Rights. The Association shall have two classes of voting membership:

(a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any Lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association, provided however, that any such person, group of persons, or entity who holds such interest solely as security for the performance of an obligation shall not be a member on account thereof and provided further that any person, group of persons or entity who holds such an interest in any Lot designated as common areas shall not be a member on account thereof. Class A member shall be entitled to one vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot , then

the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) The Class B members shall be the Declarants who shall be entitled to three votes for each Lot in which they hold the interest otherwise required for Class A membership, provided however, that the Class B membership shall lapse and become a nullity of the first to happen of the following events:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(ii) On 31 December 1989; or

(iii) Upon affirmative relinquishment by all Class B members by document recorded in the Office of the Clerk of the Circuit Court for Loudoun County, Virginia.

SECTION 2. Assessments. The rights of the membership are subject in all respects to the payment of initial, annual and special assessments levied by the Association, the obligation of which assessments is imposed upon each Class A member and becomes a lien upon the Lot against which such assessments are made as more fully provided in Article V and Article VI of the Declaration of Covenants and Restrictions dated the 19th day of May, 1983, to be recorded among the land records of Loudoun County, Virginia.

SECTION 3. Suspension of Membership Rights. The membership rights of any person whose Lot is subject to assessments as hereinabove set forth, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Board of Directors during the period when assessments remain unpaid, provided, however, that upon full payment of any such delinquent assessments, his membership rights shall be automatically restored. In the event the Board of Directors shall adopt and publish rules and regulations governing the use of the community facilities, and the personal conduct of any person thereon, as it is hereinafter empowered to do, it may, in its discretion, suspend the rights of any member or other person for violation of such rules and regulations for a period not to exceed sixty (60) days.

SECTION 4. Lien. The Corporation shall have a lien on each outstanding Class A membership in order to secure payment of any sums which shall be due or become due

from the holders thereof for any reason whatsoever. Nothing herein contained shall prohibit or stop the Corporation from asserting any other lien which may inure to it.

ARTICLE IV

MEETING OF THE MEMBERS

SECTION 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the corporation or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

SECTION 2. Annual Meetings. The first annual meeting of the members of the Corporation shall be held on the second Tuesday of the third month following the lapse of all Class B memberships in the Corporation, and shall, if not sooner held, be held within one year from the date on which the Articles of Incorporation of the Corporation were accepted for filing by the State Corporation Commission, of the Commonwealth of Virginia. Thereafter, the annual meeting of the members of the Corporation shall be held on the same day of the same month each succeeding year. If the day for the annual meeting shall fall upon a holiday, the meeting will be held on the first day following which is not a holiday. At such meeting, a Board of Directors shall be elected by a ballot of the members in accordance with the requirements of Section 5 of Article V of these By-Laws. The members may also transact such other business of the Corporation as may properly come before them.

SECTION 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members when directed so to do by a resolution of the Board of Directors or upon the written request of at least twenty-five percent (25%) of the members, of all classes, which request shall be presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at any special meeting.

SECTION 4. Notice of Meetings. At least fifteen (15), but not more than sixty (60) days prior to each annual or special meeting of the members of the Corporation, it shall be the duty of the Secretary to send notice thereof by ordinary mail, postage prepaid, to each member at his address as it appears on the books of the Corporation. Such notice shall set forth the time, place and purpose of the meeting. Notice may also be accomplished by

delivery of the same to the member at his residence. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

SECTION 5. Quorum. The presence, either in person or by proxy, of at least twenty percent (20%) of the members of record of all classes of the Corporation shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting is less than that required for a quorum, and the question of quorum is raised, no business may thereafter be transacted. Any duly organized meeting of members may continue to do business until adjournment notwithstanding the fact that sufficient members withdraw to leave less than quorum.

SECTION 6. Adjourned Meetings. If, at any regular or special meeting of the members of the Corporation, there be less than a quorum present, a majority of those members present and entitled to vote may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the quorum requirement shall be ten percent (10%) of the members of record of all classes of the Corporation and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 7. Voting. At any meeting of the members of the Corporation, each Class A member present, either in person or by proxy, shall have the right to cast one vote for each Class A membership of which he appears the owner on the books of the Corporation and never more than one vote. The Class B members shall have the right to cast three votes for each Class B membership of which they appear the owner on the books of the corporation. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by express provision of the General Laws of the Commonwealth of Virginia or of the Articles of Incorporation or of these By-Laws or of the Declaration of Covenants and Restrictions hereinabove mentioned.

SECTION 8. Suspension of Voting Privileges. Upon resolution of the Board of Directors, no member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Corporation to be more than thirty (30) days delinquent

in the payment of any assessments due the Corporation.

SECTION 9. Proxies. A member entitled to vote may do so in person or by proxy executed in writing by the member or his attorney-in-fact. No proxy shall be valid after eleven (11) months from its date of execution and any proxy shall automatically become a nullity upon the sale by a member of the Lot to which his membership is appurtenant. A member may appoint as his proxy only a member of his immediate family or household, a director of the Corporation or a tenant of the Lot to which the membership to be voted by proxy is appurtenant. Any proxy must be filed with the Secretary prior to the appointed time of each meeting.

SECTION 10. Order of Business. The order of business at all regular meetings of the members of the Corporation shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes or preceding meeting
- (d) Reports of officers
- (e) Report of committees
- (f) Election of directors
- (g) Unfinished business
- (h) New business

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of meeting.

ARTICLE V

DIRECTORS

SECTION 1. Number and Qualification. The affairs of the Corporation shall be governed by a Board of Directors composed of not less than three persons nor more than nine persons, as the members shall from time to time determine. From and after the second annual meeting of members of the Corporation, a majority of the Board of Directors shall be members of the Corporation.

SECTION 2. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and may do all

such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers of the Board of Directors shall include, but not be limited to the following:

- (a) To call special meetings of the members whenever it seems the same to be necessary and whenever requested in writing so to do by at least twenty-five percent (25%) of the voting membership, as herein elsewhere provided.
- (b) To elect and remove at pleasure all officers of the Corporation, fix their compensation, if any, and require of them such security or fidelity bond as it may deem necessary or expedient.
- (c) To engage and remove at pleasure all agents and employees of the Corporation upon such terms as the Board may determine.
- (d) To establish, levy and collect the assessments referred to in Section 3 of the Article III of these By-Laws.
- (e) To authorize in their sole and exclusive discretion, patronage refunds from residual receipts when and as reflected in the annual report.
- (f) To establish and promulgate such rules and regulations pertaining to the use of the community facilities and the personal conduct of the members and their guests thereon as may be deemed proper and which are consistent with these By-Laws, the Articles of Incorporation and the Declaration of Covenants and Restrictions.
- (g) To suspend membership rights for cause. The duties of the Board of Directors shall include, but not be limited to the following:
- (h) To cause to be kept a complete record of all of its acts and corporate affairs which record shall be available to the members for inspection at reasonable times.
- (i) To supervise all officers, agents and employees of the Corporation, and to see that their duties are properly performed.

SECTION 3. Duty to Fix Assessments. As more fully set out in the Declaration of Covenants and Restrictions, it shall be the duty of the Board of Directors of this Corporation:

- (a) To fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days prior to the beginning of such period.
- (b) To prepare a roster of the Lots and the assessments applicable thereto which shall be kept in the office of the Association and be available for inspection by any members at reasonable times.
- (c) To send, by ordinary mail, postage prepaid, a written notice of each assessment to the owner of the Lots subject thereto.
- (d) To issue or cause to be issued, upon demand by any person and payment of such fee as the Board may from time to time require, a certificate setting forth whether or not the assessments against any Lot have been paid.

SECTION 4. Management Agent. The Board of Directors may employ for the Corporation a management agent (the “Management Agent”) at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not necessarily limited to, the duties set out in sub-sections (a) through (i) of Section 2 of this Article and (a) through (d) of Section 3 of this Article.

SECTION 5. Election and Term of Office. The term of the Directors named in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting or any special meeting called for that purpose. At the first annual meeting of the members the term of office of one Director shall be fixed at three (3) years, the term of office of one Director shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

SECTION 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors whether or not such remaining Directors constitute a quorum. Any Director so elected shall serve until a successor is elected by the members at the next annual meeting or at any special meeting duly called for that

purpose.

SECTION 7. Removal of Directors. At any regular meeting, or at any special meeting duly called for such purpose, any Director may be removed by the affirmative vote of the majority of the members entitled to vote at such meeting and a successor may then and there be elected to fill the vacancy thus created and to serve out the unexpired portion of the term of the Director so removed. The term of any Director who becomes delinquent in the payment of any assessment due to the Association shall be automatically terminated and the remaining Directors shall elect his successor pursuant to the provisions of Section 6 of this Article.

SECTION 8. Compensation of Directors. No Director shall receive compensation for any service he may render the Corporation. A Director may be reimbursed for his actual expenses incurred in the performance of his duties as a Director.

ARTICLE VI

DIRECTOR'S MEETINGS

SECTION 1. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (1) days following election at such time and place as shall be fixed by the Directors at the meeting at which they were elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided that a majority of the Board of Directors shall be present.

SECTION 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at least once during each fiscal year at such time and place as shall be fixed by a majority of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, by ordinary mail, postage prepaid, at least ten (10) days prior to the day named for such a meeting.

SECTION 3. Special Meeting. Special meetings of the Board of Directors may be called by the President of the Corporation or by a majority of the Board of Directors upon five (5) days notice to each Director, which notice shall fix the time, place and purpose of the meeting.

SECTION 4. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the

majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 5. Waiver of Notice. Before, at, or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board, or any approval of the minutes thereof shall be a waiver by such Director of notice of the time, place and purpose thereof, unless he attends for the express purpose of objection to the transaction of business thereat on the basis that the meeting was not been lawfully called.

SECTION 6. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

SECTION 7. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Corporation handling or responsible for corporate funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

ARTICLE VII

OFFICERS

SECTION 1. Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The President and Vice President shall be elected from the Board of Directors. The Board may appoint an Assistant Treasurer, and an Assistant Secretary and such other officers as in their judgment may be necessary. The office of Treasurer and Secretary may be filled by the same person.

SECTION 2. Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

SECTION 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

SECTION 4. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of the Corporation.

SECTION 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as he shall, from time to time, be charged with by the Board of Directors.

SECTION 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Corporation; he shall have custody of the seal of the Corporation; he shall have charge of the membership transfer books and of such other books and records as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

SECTION 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping complete and accurate records and accounts of all receipts and disbursements in books belonging to the Corporation. The Treasurer shall receive and deposit, in the name and to the credit of the Corporation, all monies of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall disburse such funds as directed from time to time by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business.

ARTICLE VIII
MISCELLANEOUS

SECTION 1. Corporate Seal. The Board of Directors shall provide a suitable corporate seal containing the name of the Corporation and the place and year of its inception, which seal shall be in the custody of the Secretary. If so directed by the Board of Directors, a duplicate of the seal may be obtained and kept in the custody of any other officer.

SECTION 2. Fiscal Year. The fiscal year shall begin on the first day of January every year, except that the first fiscal year of the Corporation shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

SECTION 3. Audit. At the close of each fiscal year the books and records of the Corporation may be audited by a Certified Public Accountant or other person acceptable to the Board of Directors, whose report will be prepared and certified in accordance with the requirements of the board.

SECTION 4. Books and Records. The financial statements, books and membership records of the Corporation shall be available at the principal office of the Corporation or at such other place as the Board of Directors may designate for inspection at reasonable times by the members.

SECTION 5. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes, deeds, leases, contracts and other documents shall be executed on behalf of the Corporation by either the President or Vice President, and all checks and other drafts shall be executed on behalf of the Corporation by such officers, agents or other persons as are from time to time by the Board of Directors authorized so to do.

SECTION 6. Committees. The Board of Directors may appoint such committees (including standing committees) as it considers necessary or appropriate from the membership of the Association, each of which shall consist of a chairman and at least two (2) other members and shall include at least one (1) member of the Board of Directors. Any committee so appointed shall serve at the pleasure of the Board of Directors.

SECTION 7. Indemnification of Officers, Directors, Employees and Agents. The Corporation shall indemnify any person who is made a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrate, or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding except for his gross negligence or willful misconduct. This indemnification shall continue as to a person who has ceased to have the capacity referred to above and shall inure to the benefit of the heirs, executors and administrators of such person.

SECTION 8. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the declaration of Covenants and Restrictions referred to in Section 3 of Article III hereof and these By-Laws, the Declaration of Covenants and Restrictions shall control.

SECTION 9. Amendment. These By-Laws may be amended by the affirmative vote of the majority of the membership of any regular or special meeting. Amendments to these By-Laws may be proposed by the Board of Directors or by a written request to them signed by at least twenty-five percent (25%) of the membership. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

SENECA RIDGE HOMEOWNERS ASSOCIATION

SUBJECT: ARCHITECTURAL REVIEW PROCEDURES

Dear Homeowner:

This is to remind you that when you bought your home, you took title subject to a certain Declaration of Covenants and Restrictions which were dated May 19, 1982, and shortly thereafter recorded in the land records of Loudoun County, Virginia.

Under Section 1 of Article VII of these Restrictions, if you contemplate construction or maintaining of any “building, fence, wall or other structure” or “any exterior addition to or change (including any change in color) or alteration therein”, you must first submit the plans and specifications showing the nature, shape, height, color and location of same to, and obtain the approval in writing as to the harmony of external design, color, and location in relation to the surrounding structures and topography of, the Board of Directors of the Association, or of a committee composed of not less than three persons appointed by the Board.

Such a committee has been appointed by the Board and, effective the date of this notice, you should make your submissions to the chairman at the following address:

Warren Chverecho - 323 Silver Ridge Drive

The Committee has 30 days to act upon a submission. While failure of the committee to notify an applicant of approval or disapproval within said 30 days of submission will constitute approval and compliance with the restrictions, the committee intends to act promptly and will issue approval/denial letters as expeditiously as possible.

We suggest that submission be made by mail, addressed to the committee chairman. In

this regard, we recommend the use of certified mail, return receipt requested. If a personal submission should be made the homeowner should ensure that he or she obtains a dated receipt from the committee chairman. The 30 day period will commence running with the date of personal deliveries or the postmark in the case of mailed submissions. Slightly revised guidelines for submission are enclosed for your use.

Please contact the committee chairman or any Board member if you have any questions.

NOTE

WITH THE EXCEPTION OF PROPOSALS WHICH HAVE PREVIOUSLY BEEN DENIED ALL IMPROVEMENTS COMPLETED OR IN PROGRESS AS OF THE DATE OF THIS NOTICE WILL NOT REQUIRE THE APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE. THE COMMITTEE REQUESTS, HOWEVER IF YOU HAVE COMPLETED PROJECTS OR HAVE PROJECTS IN PROGRESS AS OF THIS DATE WHICH WERE NOT APPROVED IN ADVANCE THAT YOU SUBMIT A COPY OF THE PLANS IN ACCORDANCE WITH THE ENCLOSED GUIDELINES SO THAT THE COMMITTEE MAY HAVE ACCURATE RECORDS OF WHAT HAS BEEN DONE TO DATE. PREVIOUSLY DENIED PROPOSALS MAY BE SUBMITTED TO THE COMMITTEE FOR RECONSIDERATION.

GUIDELINES FOR SUBMITTING FOR APPROVAL
OF EXTERNAL MODIFICATIONS AND IMPROVEMENTS
TO PROPERTIES IN SENECA RIDGE SUBDIVISION

Prior to filing an application with Loudoun County for any permits required for planned work, and including planned work not requiring permits, submit to the Architectural Review Committee for review and approval all plans for any of the following:

1. Changes in the building façade, including but not limited to windows, doors, siding materials and colors, roofing materials and colors, and exterior paint colors.
2. Additions of all types, such as rooms, garages, porches, decks, storage sheds, chimneys.
3. Window dormers, shed dormers, and other restructuring of the roof.
4. Detached, free-standing structures such as gazebos, garages, storage sheds, tree houses, clubhouses, playhouses, and any other accessory structures, including free-standing trellis or arbor structures.
5. Retaining walls, screen walls, fences, terraces, patios, and outdoor fireplace/barbecue structures.
6. Swimming pools, pool/pond/waterfall landscape features.
7. Satellite dishes and exterior antennas.

While the Committee does not concern itself with interior work, it cautions the homeowner not to attempt to perform any work that requires a permit, such as electrical, plumbing, mechanical, or structural without first obtaining the required approval and permit(s) for the specific work to be done. Proceeding with required permits 1) is a violation of applicable law, 2) is dangerously foolhardy, with the potential of serious injury, 3) can seriously compromise the homeowners' insurance coverage, in some instances voiding the agreement, and 4) may even violate the mortgage agreement. At best, it is a risky alternative, and the consequences should not be viewed lightly.

The Committee has developed an APPLICATION form to assist homeowners in connection with their proposals. Thus, a typical submission to the Architectural Review Committee will include two copies of the following:

1. The APPLICATION FOR ARCHITECTURAL IMPROVEMENT form - note the important additions, instructions and requirements on the reverse of the form.
2. PLOT PLAN - in its simplest form this can be a copy of the recorded plat (this was a part of each homeowners' settlement package) with the proposed improvement(s) illustrated at the same scale as the plat, usually 1"=30'. Whatever the form of the plot plan, it must include the lot number, street address, north indication boundary lines with compass bearings and distances, dimensions locating the house on the property, and the proposed improvement relative to the house and the closest boundary line(s), and any easements on the property.
3. PROJECT DRAWING(S) - two drawings prepared as close the scale as possible, usually 1/4"=1', upon which will be illustrated a plan, and elevation view of each exposed side of the proposed improvement, whatever details are necessary to explain the construction (drawn at a larger scale, usually 3/4"=1' or 1 1/2" = 1', or other suitable scale), notes identifying all materials to be used in the project, and a proposed color scheme.
4. SAMPLES - unless not available, include samples of the colors proposed for use. For factor pre-finished items submit actual samples of the items proposed for use.

Following normal procedure, the homeowner will submit the project application to any member of the Committee. Unless the nature or magnitude of the proposed improvements should require full committee review, the project application will be reviewed by that Committee member in consultation with the chairman. Under normal

circumstances the application will receive a reply within 30 days.

After receive of approval from the Committee, the homeowner may apply for any required permit(s) from the County and proceed accordingly.

Seneca Ridge Homeowners Association
Board of Directors

Control #: _____

Seneca Ridge Homeowners Association - Architectural Review Committee
APPLICATION for ARCHITECTURAL IMPROVEMENT

All applications, drawings, etc. must be submitted in DUPLICATE.
Additional instructions are on the reverse of this form.

Name: _____ Date: _____

Address: _____

House Model: _____ Phone (H): _____ (W) _____

DESCRIPTION OF PROPOSED IMPROVEMENT:

Estimated Starting Date: _____ Estimated Completion Date: _____
Present Exterior Colors: _____
Proposed Exterior Colors: _____

I AGREE TO COMPLY WITH THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, ARC GUIDELINES, AND LOCAL BUILDING
CODES IN MAKING THE ABOVE IMPROVEMENT. PERMISSION IS HEREBY
GRANTED FOR MEMBERS OF THE ARCHITECTURAL REVIEW COMMITTEE
AND APPROPRIATE SRHOA STAFF TO ENTER UPON MY PROPERTY TO
MAKE REASONABLE INSPECTION OF THE REQUESTED IMPROVEMENT
LOCATION(S).

Owner's Signature: _____

COMMITTEE USE ONLY

Date received: _____ Action Taken: _____

P.O. Box 650116
Sterling, VA 20165

ARTICLES OF INCORPORATION
OF
SENECA RIDGE HOMEOWNERS ASSOCIATION, INC.

This is to certify that we, the undersigned, do hereby associated ourselves to establish a corporation in and by virtue of the provisions of the Virginia Non-Stock Corporation Act (Chapter 2, Title 13.1, Code of Virginia, 1950, and acts amendatory thereof) for the purposes and in the corporation name hereinafter set forth as follows:

ARTICLE I

The name of the corporation is Seneca Ridge Homeowners Association, Inc., hereinafter called the Association.

ARTICLE II

The post office of the initial Registered Office of the Association is 4200 Daniels Avenue - Suite 300, Annandale, Virginia 22003.

ARTICLE III

The name of the initial Registered Agent of the Association is Kerry M. Reilly, a resident of the State of Virginia and a Director of the Corporation, and whose office address is 4200 Daniels Avenue - Suite 300, Annandale, Virginia 22003, which is in the County of Fairfax, State of Virginia.

ARTICLE IV

POWERS AND PURPOSE OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to itself or to the members thereof, and the specific purposes for which this Association is formed are to provide for the preservation, maintenance and management of certain community land and facilities located within the community known as Seneca Ridge Subdivision, Section 1, Lots 1-4 and Lots 138-146, inclusive, in Loudoun County, Virginia, and recorded in the land records of Loudoun County, Virginia, in Deed Book 819, at Page 22, together with any additions thereto, as more fully provided in the Declaration of Covenants and Restrictions, and to provide architectural control for the residential properties located therein, and to promote the health, safety and welfare of the residents of said community.

The purpose herein set forth applicable to the above-described property shall

apply to any additions thereto as may hereafter be brought within the jurisdiction of this Association pursuant to that certain Declaration of Covenants and Restrictions hereinafter referred to.

And for the purposes herein set forth, this Association shall:

- (a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions hereinafter called the “Declaration” applicable to the property and to be recorded in the Office of the Clerk of the Circuit Court of Loudoun County, Virginia, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
- (e) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Stock Corporation Law of the State of Virginia by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

- (a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association, provided however, that any such person, group or entity who holds such interest solely as security for the performance of an obligation shall not be a member on account thereof and provided further that any person, group of persons or entity who holds such an interest in any lot designated as common area shall not be a member on account thereof. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot then the vote for the membership appurtenant to such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any lot.
- (b) The Class B member shall be the Declarant which shall be entitled to three votes for each lot in which it holds the interest otherwise required for Class A membership, provided, however, that the Class B membership shall lapse and become a nullity on the first to happen of the following events:
- i. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
 - ii. On 31 December 1989; or
 - iii. Upon affirmative relinquishment by all Class B members by document recorded in the Office of the Clerk of the Circuit Court for Loudoun County, Virginia.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association, provided, however, that from and after the 25th annual meeting of members of the Association, a majority of the Board of Directors shall be members of the Association. The Board of Directors shall be elected by the members

entitled to vote. The number of Directors shall be fixed in the By-Laws of the Association.

At the first meeting of the members, the members shall elect one-third (1/3), as nearly as is possible, of the number of Directors to be elected for a term of one (1) year; one third (1/3) for a term of two (2) years, and one third (1/3) for a term of three (3) years, and at each annual meeting thereafter, the members shall elect successors for the Directors whose terms are then expiring for a term of three (3) years each.

The number of Directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the persons who are to serve as the initial Directors until the selection of their successors are:

NAME	ADDRESS
Carl Bernstein	4200 Daniels Avenue, Suite 300 Annandale, Virginia 22003
Kerry M. Reilly	4200 Daniels Avenue, Suite 300 Annandale, Virginia 22003
Sandra K. Lindsay	4200 Daniels Avenue, Suite 300 Annandale, Virginia 22003

ARTICLE VII

DISSOLUTION

The Association may be dissolved at a duly held meeting as provided in Section 13.1-248 of the Code of Virginia. Upon dissolution of the Association, the assets, both real and personal, of the Association shall be dedicated to any appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association, provided that such public agency shall expressly accept such dedication. In the event that such dedicated is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses to which they were required to be devoted by the Association.

ARTICLE VIII

DURATION

The Corporation shall exist perpetually.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation, this 19th day of May, 1983.

(Original Signature on File)
Carl Bernstein

(Original Signature on File)
Kerry M. Reilly

(Original Signature on File)
Sandra K. Lindsay

Incorporators

CERTIFICATE

THIS DEED OF DEDICATION AND SUBDIVISION, AND DEED OF EASEMENT, made this 22nd day of December, 1982, by and between FACINATA ENTERPRISE LIMITED PARTNERSHIP, part of the first part; THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, a body corporate and politic, part of the second part; and THE LOUDOUN COUNTY SANITATION AUTHORITY, part of the third part;

W I T N E S S E T H :

WHEREAS, the party of the first part is the owner of the hereinafter described property, by a certain Deed recorded in Deed Book 735, at Page 441, et seq., of the land records of Loudoun County, Virginia; and

WHEREAS, it is the desire of the party of the first part to subdivide the hereinafter described property (which is a portion of the same property acquired in Deed Book 735, at Page 441) into lots and parcels, to dedicate, grant and convey for public use the streets and easements in accordance with this Deed of Dedication and Subdivision, and Deed of Easement, and the Record Plat of Section One, Seneca Ridge, dated November 1982, prepared by Johnson, Mirmiran & Thompson, P.C., Engineers and Surveyors, attached hereto and made a part hereof and incorporated herein by reference; and

WHEREAS, it is the desire and intent of the party of the first part hereto to grant and convey unto the Board of Supervisors of Loudoun County, Virginia, party of the second part, storm drainage and flood plain easements in the locations as shown on the plat attached hereto and as hereinafter provided; and

WHEREAS, it is the desire and intent of the party of the first part hereto to grant and convey unto The Loudoun County Sanitation Authority, part of the third part, the sanitary sewer and waterline easements in the locations as shown on the plat attached hereto and as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, receipt of which is hereby acknowledge, the party of the first part does hereby subdivide all that certain tract of land located in Broad Run Magisterial District, of Loudoun County, Virginia, containing 6.5000 acres, to be known

as Section One (1), Seneca Ridge, Lots 1 through 4 and Lots 138 through 146, all in accordance with the attached Record Plat of Section One (1), Seneca Ridge, dated November 1982, prepared by Johnson, Mirmiran & Thompson, which is attached hereto and made a part hereof and incorporated herein by reference; and

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, receipt of which is hereby acknowledge, the party of the first part does hereby grant and convey unto The Board of Supervisors of Loudoun County, Virginia, party of the second part (the "County"), the storm drainage and flood plain easements as hereafter set forth in the respective locations shown on the said plat attached hereto and incorporated herein by reference. Notwithstanding the grant of these easements to the party of the second part, it is understood and agreed that the responsibility for the maintenance of this easement shall rest solely with the individual lot owners of the lots or parcels over which such easements traverse, and the party of the second part shall have no responsibility for such maintenance.

The storm drainage easements herein created shall be for the purpose of constructing, operating, maintaining, adding to, or altering present or future storm water lines or other drainage structures, plus necessary inlet structures and appurtenances for the collection of storm sewage and its transmission through and across the said property of the part of the first part, within the bounds of the storm drainage easement, being more particularly bounded and described on the plat attached hereto and made a part hereof, subject to the following conditions:

(1) All manholes, inlet structures, and appurtenant facilities which are installed in the easements and rights-of-way shall be and remain the property of the County, its successors and assigns.

(2) The County and its agents shall have full and free use of the said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements and rights-of-way including the right of access to and from the right-of-way, where necessary, provided, however, that this right shall be exercised only during periods of actual construction or maintenance,

and, further, this right shall not be construed to allow the County to erect any buildings or structure of a permanent nature on such adjoining land.

(3) The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, and other obstructions or facilities in the easements being conveyed, which interfere with the proper and efficient construction, operation, and maintenance of said sewers; provided, however, that the County, at its own expense, shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of fences and shrubbery, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees and other obstructions.

(4) The party of the first part, and its successors in interest, reserve the right to construct and maintain roadways over said easements and to make any use of the easements herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided, however, that the party of the first part shall not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval of the County.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, the party of the first part grants and conveys unto The Loudoun County Sanitation Authority, its successors and assigns, the sanitary sewer and water line easement(s) and right(s)-of-way and sanitary sewer easements, all as shown or noted on the attached plat for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future sanitary sewer and water lines, including appurtenant facilities, together with the rights and privileges reasonably necessary to the exercise of the easement and right-of-way. All sanitary sewer and water lines and appurtenant facilities which are installed in said easements and rights-of-way shall be or become (when accepted) and remain, the property of the Authority, its successors and assigns.

The grants herein made are subject to conditions, restrictive covenants,

THIS DEED, made this 3rd day of June, 1983, by and between SENECA RIDGE DEVELOPMENT CORPORATION, a Virginia corporation, hereinafter referred to as GRANTOR; and SENECA RIDGE HOMEOWNERS ASSOCIATION, INC., a Virginia Non-Stock Corporation, hereinafter referred to as GRANTEE;

W I T N E S S E T H :

THAT WHEREAS, Grantor, by virtue of that certain deed of bargain and sale dated 23 December 1982, from Facinata Enterprise Limited Partnership, recorded in the Office of the Clerk of the Circuit Court for Loudoun County in Deed Book 819, at Page 14, is the owner of certain lands located in Broad Run Magisterial District, Loudoun County, Virginia, and in particular, is the owner of all of Section 1, Seneca Ridge Subdivision, including lots and common areas designated on Record Plat recorded in the aforesaid Clerk's Office in Deed Book 819, at Page 14, with plat attached; and

WHEREAS, by that certain Deed of Dedication, Subdivision and Deed of Easement recorded in Deed Book 819, at Page 14, Section 1 of Seneca Ridge Subdivision was divided and dedicated into Lots 1 through 4, and Lots 138 through 146, plus a common area designated as Parcel A; and

WHEREAS, by Declaration of Covenants and Restrictions dated 19 May 1983, and recorded in Deed Book 825, at Page 313, Seneca Ridge Development Corporation, as Declarant therein, did subject all of Section 1, Seneca Ridge Subdivision, including all lots and Part A to certain terms, covenants and restrictions, all as more fully set forth in that Declaration of Covenants and Restrictions; and

WHEREAS, the Declarant has formed Seneca Ridge Homeowners Association, Inc., as a Non-Profit Corporation without capital stock under the general laws of the Commonwealth of Virginia; and

WHEREAS, the Declarant is desirous of conveying over unto Seneca Ridge Homeowners Association, Inc., the Grantee herein, all that certain tract or parcel of land designated as Parcel A, containing 1.8564 acres, and as more fully set forth on the Plat of Subdivision of Section 1, Seneca Ridge Subdivision, as recorded in Deed Book 819, at Page 14, to be administered by the Grantee pursuant to the terms and conditions of the Declaration of Covenants and Restrictions recorded in Deed Book 825, at Page 313, the

Articles of Incorporation of Seneca Ridge Homeowners Association, Inc., and its By-Laws.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which at and before the signing of this document is hereby acknowledged, Seneca Ridge Development Corporation, as Grantor herein, does hereby grant and convey unto Seneca Ridge Homeowners Association, Inc., Grantee, all of that certain parcel designated as Parcel A, containing 1.8564 acres, as more fully designated on the Record Plat of Section 1, Seneca Ridge, which Plat is recorded in Deed Book 819, at Page 14, and in Plat Book 18, at Page 91.

This grant is made subject to all conditions, restrictive covenants, agreements, rights-of-way, easements, and other restrictions, if any, contained in the deeds forming the chain of title to property herein conveyed.

WITNESS the following signature and seal:

SENECA RIDGE DEVELOPMENT CORPORATION

By: (Original Signature on File) (SEAL)
Carl Bernstein, President

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to wit:

I, Sandra K. Lindsay, a Notary Public in and for the State and County aforesaid, do hereby certify that Carl Bernstein, whose name as President of Seneca Ridge Development Corporation, a Virginia corporation, is signed to the foregoing writing bearing date on the 3rd day of June, 1983, has this day acknowledged the same before me in my Sate and County aforesaid.

Given under my hand this 3rd day of June, 1983.

(Original Signature on File)
Notary Public

My Commission Expires: 4/29/84