

Blooms Crossing

Declaration of Covenants, Conditions, and Restrictions

Return:

Premier Title

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Vienna, VA 22182

**BLOOMS CROSSING DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

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BLOOMS CROSSING DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

is made this 13 day of April 1993, by and between the CITY OF MANASSAS PARK, VIRGINIA, a Virginia body politic (the “Declarant”), RICHMOND AMERICAN HOMES OF VIRGINIA, INC., a Virginia corporation (the “Builder”); and the BLOOMS CROSSING OWNERS ASSOCIATION, a Virginia non-stock corporation, hereinafter known as the “Corporation.”

WHEREAS, Declarant and the Builder are the sole owners of certain real property located in the City of Manassas Park, Virginia, described on Exhibit A of this Declaration;

WHEREAS, Declarant and the Builder and their successors and assigns desire to create thereon a community with permanent open spaces and other common facilities for the benefit of the community and to provide for the preservation of the values of the community and such other area as may be subjected to this Declaration, and for the maintenance of the open spaces and other facilities; and, to this end, does declare and publish its intent to subject the real property as hereinafter described, and as may from time to time be dedicated and subdivided into lots and open space designated for conveyance to an owners corporation, to the covenants, restrictions, easements, conditions, charges, and liens hereinafter set forth; it being intended that the easements, covenants, restrictions, and conditions shall run with said real property and shall be binding on all persons or entities having or acquiring any right, title, or interest in

said real property or any part thereof, and shall inure to the benefit of each owner thereof; and

WHEREAS, Declarant and the Builder have deemed it desirable for the efficient preservation of the values of said community to create an agency which shall be delegated and assigned the powers of maintaining and administering the community properties and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the Commonwealth of Virginia, as a non-stock corporation, Blooms Crossing Owners Association, For the Purposes of exercising the functions aforesaid.

NOW, THEREFORE, WITNESSETH that for and in consideration of the premises and the covenants contained herein, Declarant and the Builder hereby declare the real property described in the Deed of Dedication, Subdivision, and Easement recorded in Deed Book 1963 at Page 1608 among the Land Records and designated as Lots Twenty-Five (25) through Ninety-Five (95), inclusive, and Parcels A and B, to be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, charges, and liens (hereinafter referred to as "Covenants and Restrictions"), hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties

or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Corporation" shall mean and refer to Blooms Crossing Owners Association, its successors and assigns.

Section 2. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Prince William County.

Section 3. "Properties" shall mean and refer to certain real property hereinabove described as Lots Twenty-Five (25) through Ninety-Five (95), inclusive, and Parcels A and B, as shown on the plat attached to the Deed of Dedication, Subdivision and Easement recorded in Deed Book 1963 at Page 1608 among the Land Records and such additions thereto which, from time to time, may be brought within the jurisdiction of the Corporation pursuant to the terms of this Declaration.

Section 4. "Common Area" shall mean all real property including the improvements thereto owned by the Corporation for the common use and enjoyment of the members of the Corporation.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area and streets dedicated to public use. The Declarant, however, for itself, successors and assigns, reserves the right, prior to sale and transfer of

any Lot, pursuant to a recorded subdivision plat, to alter, amend, and change any Lot lines or subdivision plan.

Section 6. "Structure" shall mean and refer to any building, or portion thereof, wall, fence, pool, pavement, driveway, landscaping, or appurtenances to any of the aforementioned.

Section 7. "Member" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the corporation, including contract sellers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation. Ownership of such Lot shall be the sole qualification for membership. A Mortgagee in possession of a Lot shall be entitled to exercise the Owner's rights in the Corporation with regard thereto.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Declarant" shall mean and refer to the City of Manassas Park, its successors and assigns, if such

successors or assigns are specifically assigned the rights reserved to Declarant, in the Declaration.

Section 10. "Mortgagee" shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the Common Area and who has notified the Corporation of this fact.

Section 11. "Book of Resolutions" shall mean and refer to the document containing the rules, regulations, and policies of the Corporations as they may from time to time be amended.

Section 12. "Living Unit" shall mean and refer to any structure situated upon the Property designed and intended for use and occupancy as a residence by a Single Family.

Section 13. "Single Family" shall mean and refer to a single housekeeping unit which includes not more than three adults who are legally unrelated.

Section 14. "Notice," unless otherwise defined in any provision of this Declaration, or the Articles of Incorporation or the Bylaws of the Corporation, shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient, or (2) the newsletter of the Corporation delivered personally or mailed to each member.

Section 15. "Founding Documents" shall mean and refer to the Articles of Incorporation of the Corporation, this Declaration, the Bylaws of the Corporation, and all Supplementary Declarations, all as initially drawn by the Declarant and filed

and recorded as the case may be, and all as may be duly amended from time to time.

Section 16. "Quorum," unless otherwise provided herein, shall mean and refer to the representation by presence or proxy of members who hold ten percent (10%) of the outstanding votes.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. The "Properties." The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Manassas Park, Commonwealth of Virginia, and is more particularly described as Lots Twenty-Five (25) through Ninety-Five (95), inclusive, and Parcels A and B, and represents the community of Blooms Crossing.

Section 2. Additions to the Properties. Additional properties may become subject to this Declaration in the following manner:

(a) Additions by the Declarant. The Declarant shall have the right unilaterally to subject to the Declaration any additional property which lies within the Development Limits for a period of not more than twelve (12) years from the date hereof. The Development Limits includes the properties acquired by Declarant by Deeds recorded in Deed Book 1818 at page 1568, and Deed Book 1875 at page 494 among the land records of Prince

William County; Virginia. Declarant also reserves the right to subject to this Declaration any land which lies immediately adjacent to the land within the Development Limits.

(b) Other Additions. Additional land, other than that described above, may be annexed to the Properties for a period of twenty-one (21) years after the date hereof upon the approval of two-thirds (2/3) of the votes of each class of Members and the approval required in Article X herein. Thereafter, annexation may be made only with the consent of all Members.

The additions authorized under subsections (a) and (b) shall be made by complying with the requirements of all applicable zoning ordinances, by securing the approvals required in Article X, by filing of record one or more deeds of dedication, subdivision, and easement or supplementary declarations of covenants and restrictions with respect to such additional property, and by filing with the Corporation the preliminary plat for such additions. A supplementary declaration which extends the provisions of this Declaration to a portion of the additional land, whether within or without the Development Limits, may contain complementary provisions, including, but not limited to, the imposition of additional assessments upon the Lots of such additional land, which shall be used exclusively to promote the recreation, health, safety and welfare of the residents of such additional land and for the improvement, operation, and maintenance of common area established by such supplementary decla-

ration to be used primarily by the residents of such additional land.

Section 3. Merger. In accordance with the Articles of Incorporation of the Corporation, the property, rights, and obligations of the Corporation, may, by operation of law, be transferred to another surviving or consolidated Corporation similar in corporate nature and purposes or, alternatively, the property, rights, and obligations of a Corporation similar in corporate nature and purposes may by operation of law be added to the property, rights, and obligations of the Corporation as a surviving operation pursuant to a merger. The surviving or consolidated Corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Properties except as hereinafter provided. Such merger or consolidation shall have the assent of two-thirds (2/3) of each class of Members and the approvals required in Article X.

ARTICLE III

BLOOMS CROSSING OWNERS ASSOCIATION

Section 1. Organization. The Corporation is a nonprofit, non-stock corporation organized and existing under the laws of Virginia, charged with the duties and vested with the powers prescribed by law and set forth in the Founding Documents, as such may be amended from time to time, provided no other

Founding Documents than this Declaration shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this declaration.

Section 2. Membership.

(a) Basis. Membership shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except as provided in the Founding Documents.

(b) Member's Rights and Duties. Each Member shall have the rights, duties, and obligations set forth in the Founding Documents.

(c) Voting Rights. The Corporation shall have two classes of voting membership:

Class A. Class A Members shall be all Owners except the Class B Member. Class A Members shall be entitled to one vote for each Lot in which they hold an interest. When more than one person holds such interest in any Lot, all such persons shall be members, and the vote for each Lot shall be exercised as they among themselves determining, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Member shall be the Declarant as defined herein. The Class B Member shall be entitled to 2,675 votes less the number of votes held by the Class A Members when a vote is taken. If the Declaration is amended from time to time to include additional real estate

beyond that within the Development Limits, the number of votes for the Class B Member shall be increased by one and one-half times the number of Class A votes that would be appurtenant to any Lots created on such additional real estate if such real estate was fully developed under the applicable zoning regulations and submitted to the Declaration. The Class B membership and the Class B voting rights shall terminate upon the earlier of the following events: (i) when the total number of Class A votes equals the total number of Class B votes or (ii) twelve (12) years from the recordation of this Declaration of Covenants, Conditions, and Restrictions. Thereafter, the declarant shall have Class A membership rights for each Lot it may own.

Section 3. Board of Directors.

(a) Composition. The number of Directors and method of selection shall be as provided in the Bylaws.

(b) Extent of Power.

(1) The Board of Directors shall have all powers for the conduct of the affairs of the Corporation which are enabled by law or the Founding Documents which are not specifically reserved to Members or the Declarant by said Documents.

(2) The Board of Directors shall exercise its powers in accordance with the Founding Documents.

(c) Powers and Duties. Without limiting the generality thereof the Board shall have the power and obligation to perform the following duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer, or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Corporation, except the acquisition, mortgaging, or disposal of Common Area and/or improvements shall be subject to the provisions of Article II and Article IV respectively;

(2) Rule Making. To establish rules and regulations for the use of property as provided in Articles IV and VI, including, but not limited to, the use by non-Members of any recreational facilities located on the Common Area and to review, modify, and approve architectural standards adopted by the Architectural Review Board;

(3) Assessments. To fix, levy, and collect assessments as provided in Article V;

(4) Easements. To grant and convey easements over the Common Area as may become necessary and as provided in Article VIII;

(5) Employment of Agents. To employ, enter into contracts with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct, and perform the business obligations and duties of the Corporation;

(6) Mergers/Consolidations. To participate in mergers and consolidations with other corporations as provided in Article II; and

(7) Enforcement of Governing Documents. To perform acts as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Founding Documents, subject to any appeal which may be filed and is pending. The Board shall have the right to recover attorneys' fees incurred the Board in any suit to enforce the Founding Documents.

ARTICLE IV

COMMON AREA

Section 1. Obligations of the Corporation. The Corporation, subject to the rights of the Members set forth in this Declaration, shall be responsible for the management and control for the benefit of the Members of the Common Area conveyed to it and all improvements thereon (including furnishings and equipment related thereto), and shall maintain the same in a manner which protects the health, welfare, and safety of the Members. Should any portion of the Common Area or any facility thereon be damaged, the Corporation shall repair such damage unless otherwise determined by the Owners and Mortgagees pursuant to this Declaration.

Section 2. Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of

enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment to the Common Area.

Section 3. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Corporation to charge reasonable admission and other fees for the use of any recreational facility which may hereafter be situated upon the Common Area;

(b) The right of the Corporation to limit the number of guests of Members at such recreational facility;

(c) The right of the Corporation to adopt and enforce rules and regulations governing the use of the Common Area, including the imposition of fines for the violation thereof;

(d) The right of the Corporation to suspend the voting rights, the right to run for office within the Corporation, and rights of a Member to the use of any recreational facilities constructed on the Common Area for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) The right of the Corporation, in accordance with the Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, with (i) the approval required in Article X hereof, and (ii) the assent of more than two-thirds (2/3) of each class of Member voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is present, to mortgage said property, subject to this Declaration and the easement of enjoyment created hereby, and to acquire property encumbered by the lien or liens of the deed or deeds of trust securing improvements on said property, provided that any such mortgage of the Common Area must state that it is subject to this Declaration and the easement of enjoyment created hereby and shall not be in conflict with its designation as "open space";

(f) The right of the Corporation, at any time and consistent with the then existing zoning ordinances of the City of Manassas Park, and its designation as "open space," or upon dissolution, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that any such dedication or transfer shall have the assent of more than two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is present, written notice of which shall be sent to each Member not less than twenty-five (25) days nor more than sixty (60) days in advance of

the meeting setting forth the purpose of the meeting. Upon such assent and in accordance therewith, the officers of the Corporation shall execute the necessary documents;

(g) The right of the Corporation, at any time or times, consistent with the then existing zoning ordinances of the City of Manassas Park, and pursuant to a recorded subdivision or resubdivision plat, to transfer part of the Common Area to the Declarant for the purpose of adjusting Lot lines or otherwise in connection with the orderly subdivision and development of the Properties, provided that: (i) such transfer shall not reduce the portion of the Properties designated as "open space" below the minimum level of "open space" required for Lots Twenty-Five (25) through Ninety-Five (95) of Blooms Crossing by the City of Manassas Park, at the time of the transfer, (ii) the Declarant shall transfer to the Corporation as "open space" such portion of the Properties as is necessary to maintain the total acreage designated as "open space" at that level existing at the time of the transfer, (iii) the appropriate City of Manassas Park authorities shall approve the resubdivision, and (iv) Declarant advises the Veterans Administration of the resubdivision;

(h) The right of the Corporation to grant, with or without payment of damages to the Corporation, easements for the construction, reconstruction, installation, repair, and/or necessary maintenance of utility lines through or over any portion of the Common Areas. The foregoing shall not be construed, however, to permit acquisition or damage to any

improvements situate upon the Common Area, or other structures or installations situate thereon which would otherwise be deemed to be part of the realty, without the payment of damages, including severance or resulting damages, if any, to the Corporation, all in amounts and in a manner now or hereafter governing proceedings for the acquisition of private property for public use by condemnation in this Commonwealth; and

(i) The right of the Corporation to lease Common Area, provided, however, that such lease(s) must:

- (1) be only non-profit organizations
- (2) require that such organizations give preference to members of the Corporation with regard to membership and use of facilities,
- (3) prohibit assignment and subleasing,
- (4) require approval by the Corporation of uses of the Common Area and facilities, which uses must be in accordance with this Declaration,
- (5) be consistent with the open space designation thereof.

Section 4 Declaration of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the persons who reside on the Member's Lot, specifically, members of his family, his tenants, or contract purchasers who reside on the Member's Lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Corporation:

- (a) General Assessments or charges;
- (b) Special Assessments; and
- (c) Other specified items.

Such assessments shall be fixed, established, made, and collected from time to time as hereinafter provided. The General Assessments and Special Assessments, together with such interest thereon and costs of collections thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and the personal obligation shall not pass to his successors unless expressly assumed by them.

Section 2. Purpose of General Assessments. The General Assessment levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of those persons residing on the Properties

and in particular for the payment of insurance, taxes, and improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area. The General Assessment shall include an adequate reserve fund for maintenance, repairs, and replacements for those portions of the Common Area which may be replaced or require maintenance on a periodic basis.

Section 3. Basis and Maximum of General Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual General Assessment shall be Two Hundred Forty Dollars (\$240.00).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual General Assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (All Items Index) for the Washington, D.C. standard metropolitan area (published by the Department of Labor, Washington, D.C.) for the year ending the preceding June 1, or five percent (5%), whichever is greater.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual General Assessment may be increased above that established by subparagraph (a) annually provided that any such change shall have the assent by a vote of two-thirds (2/3) of each class of Member voting in person or by proxy, at a meeting duly called for

this purpose at which a quorum is present, written notice of which shall be sent to all Members not less than twenty-five (25) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

(c) After consideration of current maintenance costs and further needs of the Corporation, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments. In addition to the General Assessment authorized above, the Corporation may levy in any assessment year, a special assessment applicable to that year only, for the purpose of (i) defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including the fixtures and personal property, related thereto, or (ii) other specified purpose, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of Member voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is present, written notice of which shall be sent to all Members not less than twenty-five (25) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Rate of Assessment. General and Special Assessments shall be fixed at a uniform rate for all Lots not owned by the Declarant. Any unoccupied Lots owned by the Declarant shall be assessed at twenty-five percent (25%) of the

rate of Lots not owned by the Declarant so long as the Declarant has Class B membership status.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 herein, the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of required quorum at the preceding meeting. No such subsequent meeting shall be held, more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The General Assessments provided for herein shall commence as to all in any section, no later than thirty (30) days following the conveyance to the Corporation of the Common Area in that section. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the General Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Corporation shall, upon demand at any time or as otherwise required by the Founding Documents, furnish a certifi-

cate in writing signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Remedies of the Corporation in the Event of Default. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate established from time to time by the Board of Directors. In addition, the Corporation in its discretion may:

- (a) Impose a penalty as previously established by rule;
- (b) Accelerate the required payment date of the entire remaining annual assessment; and
- (c) Bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first trust or mortgage.
Sales or trans-

fer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of any first trust or mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No such sales or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by charitable or other organizations exempt from taxation by the laws of the Commonwealth of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

RESTRICTIVE COVENANTS

Section 1. No building, fence, wall or other structure shall be commenced, erected or -maintained upon the Properties, nor shall any exterior addition to or change or alteration be made except upon conformance with the Architectural Guidelines promulgated by the Board of Directors.

Section 2. Notwithstanding the foregoing:

(a) The Declarant or successors specifically assigned the rights hereunder may, during the construction and/or sales period, erect, maintain, and operate real estate sales and

construction offices, model homes, displays, signs (including "Sold" signs), and special lighting on any part of the Properties and on or in any building or other Structure now or hereafter erected thereon while owned by the Declarant; and

(b) On Lots now or hereafter specifically designated for such purposes by Declarant, there may be erected and/or operated recreational areas and appurtenances thereto.

Section 3. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied in this Article or in the Architectural Guidelines, provided the Board can show good cause and; acts in accordance with adopted guidelines and procedures.

Section 4. The Corporation shall have the authority to adopt such rules and regulations regarding this Article as it may from time to time consider necessary or appropriate.

ARTICLE VII

ARCHITECTURAL REVIEW BOARD

Section 1. Composition. The Architectural Review Board shall be comprised of three or more members. At least one member of the initial Architectural Review Board shall serve a term of three (3) years, at least one member shall serve a term of two years, and at least one member shall serve a term of one year; and as the terms of such members expire, new members shall be elected for terms of three years.

As long as Declarant or a successor or assignee designated by Declarant owns any property within the Development

Limits, the Architectural Review Board shall consist of two (2) committees: The New Construction Committee (NCC), consisting of three (3) regular members and one (1) alternate, and the Change and Modification Committee (CMC). Thereafter, the New Construction Committee shall be terminated.

Section 2. Method of Selection. Declarant shall nominate four (4) persons who need not be members of the Corporation, to serve on the New Construction Committee. Each of these persons shall be appointed by the Board of Directors as a member of the Committee unless he is rejected. In case any such nominee(s) is/are rejected, Declarant shall thereupon nominate another person(s) for appointment.

The Board of Directors also shall appoint the Change and Modification Committee. Members of said Committee shall be selected at the discretion of the Board without prior nomination by Declarant. No member of the Change and Modification Committee may be a Director.

Section 3. Removal and Vacancies. Members of the Change and Modification Committee may be removed by the Board of Directors, with or without cause. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

Section 4. Officers. At the first meeting of the Architectural Review Board following each Annual Meeting of Members, the Architectural Review Board shall elect from among

themselves a Chairman, a Vice-Chairman, and a Secretary who shall perform the usual duties of their respective offices.

Section 5. Duties. The Architectural Review Board shall regulate the external design, appearance, and locations of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among Structures, the natural vegetation, and topography. In furtherance thereof, the Architectural Review Board shall:

(a) Review and approve, modify, or disapprove, within forty-five (45) days, all written applications of Owners and of the Corporation for improvements or additions to Lots or Common Areas; in this regard, during the period the Architectural Review Board is composed of the two committees described above, the New Construction Committee shall act with respect to initial construction and development of improvements to the Lots and Common Areas, and the Change and Modification Committee shall act with respect to changes and modifications to Lots and common areas, including changes and modifications to the improvements constructed thereon. All applications not acted upon within forty-five (45) days shall be deemed approved;

(b) Periodically inspect the Properties for compliance with architectural standards and approved plans for alteration;

(c) Adopt architectural standards subject to the confirmation of the Board of Directors;

(d) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions; and

(e) Maintain complete and accurate records of all actions taken.

Section 6. Appeal. Any ruling or decision of the Architectural Review Board may be appealed to the Board of Directors within thirty (30) days by any party deemed by the Board of Directors to have standing as an aggrieved party and the Board of Directors may modify or reverse any such action, ruling, or decision within thirty (30) days of receipt of a written request for such appeal. The decision of the Board of Directors shall be final.

ARTICLE VIII

EASEMENTS

Section 1. There is hereby granted a blanket easement to the Corporation, its directors, officers, agents, and employees, to any Manager employed by or on behalf of the Corporation, and to all policemen, firemen, ambulance personnel, and all similar persons to enter upon the Properties in the exercise of the functions provided by this Declaration and the Articles, Bylaws, and Rules of the Corporation, in the event of emergencies, and in performance of governmental functions.

Section 2. The rights accompanying the easements provided by Section 1 of this Article shall be exercised only during reasonable daylight hours and then whenever practicable only after advance notice to, and with the permission of, any Owner or

tenant directly affected thereby when no emergency situation or governmental function is involved.

Section 3. The Declarant, its agents and employees, shall have a right of ingress and egress over the Common Area as required for construction and development of the Properties.

Section 4. Declarant shall have the right to create at any time by recordation of an appropriate instrument among the land records of Prince William County, Virginia, temporary or perpetual easements for the purpose of locating, installing and maintaining utility and drainage lines, slopes, retaining walls, or swales, walkways and trails, and the right of access to said easement areas for construction, utility maintenance and emergency vehicles, over, under, or across any and all lands within the Property except (i) building locations previously approved or (ii) areas of a Lot or site which now or hereafter are reasonably set aside by the owner as proposed planned building locations and which, if submitted for governmental approval as a building location, Owner reasonably believes would satisfy all state, local and federal regulations, statutes and ordinances, and which are consistent with sound engineering and architectural principles and practices. The Declarant shall have the right to assign the benefit of any such easement to any electric company, gas company, telephone company, cable television company, communication company, City Council of the City of Manassas Park, Board of Supervisors of Prince William County, or other public utility or to the Commonwealth of Virginia, or any

subdivision thereof for the purpose of installing, operating and maintaining utilities provided, however, that the Person that directs any entry upon said land under any such easement shall restore said land, at such Person's own expense, to as nearly as practicable the same condition as existed prior to each such entry, installation or maintenance. Such restoration shall include the backfilling of trenches, the replacement of fences and reseeding of lawns, the reseeding of pasture and woodland areas, and the replacement of shrubbery, but not the replacement of structures, trees or other natural obstructions. For the purpose hereof, "utilities" shall include gas mains and lines, electric cables and lines, water supply mains and lines, storm water sewers, sanitary sewers, telephone, telegraph and television and other communication cables and lines, and other facilities of the nature from time to time commonly regarded as utilities. No conveyance by Declarant of any portion of the Property, or any interest therein, shall be deemed to be, or construed as, a conveyance or release of the right to create easements herein reserved, even though such conveyance purports to convey such property in fee simple or purports to convey Declarant's entire interest therein.

Section 5. There shall be and is hereby reserved to the Declarant a non-exclusive easement over all Lots or any Common Area, for the purposes of correcting drainage, regrading, and maintaining, landscaping, mowing, and erecting and maintaining street intersection signs, directional signs, temporary

promotional signs, entrance features and/or "theme areas," lights, and wall features and for the purpose or purposes of executing any of the powers, rights, or duties granted to or imposed on the Corporation in Article IX hereof.

Section 6. Any rights granted to the Declarant in this Article shall extend only to Lots and Common Area submitted to this Declaration by such Declarant.

ARTICLE IX

POWERS AND DUTIES OF THE CORPORATION

Section 1. Discretionary Powers and Duties. Corporation shall have the following powers and duties which may be exercised at its discretion:

(a) To enforce any or all building restrictions which are imposed by the terms of this Declaration or which may hereafter be imposed on any part of the Properties. Provided, however, that nothing contained herein shall be deemed to prevent the Owner of any Lot from enforcing any building restrictions in his own name; the right of enforcement shall not serve to prevent such changes, releases, or modifications of the restrictions or reservations placed upon any part of the Properties by any party having the right to make such changes, releases, or modifications in the deeds, contracts, declarations, or plats in which such restrictions and reservations are set forth; and the right of enforcement shall not have the effect of preventing the assignment of those rights by the proper parties wherever and whenever such right of assignment exists. The expense and costs of any

enforcement proceedings initiated by the Corporation shall be paid out of the general fund of the Corporation, as hereinafter provided for;

(b) To provide such light as the Corporation may deem advisable on streets, private roads, parking areas, entrances, Common Area, and public places within Blooms Crossing, and to provide for the maintenance of any and all improvements, Structures, or facilities which may exist or be erected from time to time on any Common Area;

(c) To build facilities upon land owned or controlled by the Corporation;

(d) To use the Common Area and any improvements, Structures, or facilities erected thereon subject to the general rules and regulations established and prescribed by the Corporation and subject to the establishment of charges for their use;

(e) To enter upon any Lot for the purpose of maintaining and repairing all property and Structures existing thereon whenever the Owner of said Lot fails to maintain and repair such property and Structures, as required by Article VI of this Declaration; provided that, the Corporation shall first notify the Owner that he is in violation of the requirements and grant said owner a reasonable period of time in which to correct the violation. In exercising this power, the Corporation shall be acting as the agent of the Lot Owner, and all costs incurred by the Corporation shall be charged to the Lot Owner in addition to annual and special assessments. Such costs shall be limited

to the amount necessary to meet the costs of maintenance and repair and the cost of collection thereof;

(f) To suspend the voting rights of Members and/or the right of Members to run for office in the Corporation and to use the facilities erected on the Common Area for any period during which assessments levied and due from such Member and against his Lot remain unpaid;

(g) To mow and resow the grass and to care for, spray, trim, protect, plant, and replant trees and shrubs growing on the Common Area and to pick up and remove from said property and area all loose material, rubbish, filth, and accumulations of debris; and to do any other thing necessary or desirable in the judgement of the Corporation to keep the Common Area in neat appearance and in good order;

(h) To exercise all rights and control over any easements which the Corporation may from time to time acquire, including, but not limited to, those easements specifically reserved to the Corporation in Article VIII hereof;

(i) To create, grant, and convey easements upon, across, over, and under all Corporation properties including, but not limited to, easements for the installation, replacement, repair, and maintenance of utility lines serving Lots within the Properties;

(j) To employ counsel and institute and prosecute such suits as the Corporation may deem necessary or advisable, and to defend suits brought against the Corporation;

(k) To employ from time to time such agents, servants, and laborers as the Corporation may deem necessary in order to exercise the powers, rights, and privileges granted to it, and to make contracts; and

(1) To form one or more subsidiary corporations, for any purpose or purposes deemed appropriate by a majority vote of the Board of Directors. Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for the operation and maintenance of any specific area or to perform any function within the Properties; however, such subsidiary corporation shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Members.

Section 2. Mandatory Powers and Duties. The Corporation shall exercise the following rights, powers and duties:

(a) To accept title to the Common Area and to hold and administer said property for the benefit and enjoyment of the Owners and occupiers of Lots within the Properties. The purpose of this Provision is to impose on the Corporation the obligation to accept title to any Common Area and to hold and maintain the same for the benefit of owners and occupants of Lots in the Blooms Crossing community; and

(b) To make and enforce rules and regulations governing the use of the Common Area.

Section 3. Fidelity Insurance. The Corporation shall obtain fidelity coverage against dishonest acts on the part of Directors, officers, managers, employees, or agents responsible

for handling funds collected and held for the benefit of the Corporation.

Section 4. Liability Insurance. The Corporation shall maintain a comprehensive policy of public liability insurance covering the Common Area. Such insurance policy shall contain a severability of interest clause or endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location and use.

ARTICLE X

GENERAL PROVISIONS

Section 1. Resale of Lots.

- (a) The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration.
- (b) Further, the Contract Seller of a Lot shall notify the Board of Directors of the Contract Purchaser and the scheduled date and place conveyance will be accomplished.
- (c) The Board thereupon shall prepare an estoppel certificate which shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether or not there are violations of the Founding Documents and/or the Book of Resolutions remaining on the Lot as of the date of preparation of such certificate. This certificate shall be

delivered to the place of closing, and outstanding assessments, if any, and a reasonable charge to cover the cost of providing such certificate shall be deducted from the Seller's account at the closing and shall be transmitted directly to the Corporation.

Section 2. Enforcement. The Corporation, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. The Corporation shall have the right to recover any attorneys' fees incurred by the Corporation in enforcing any provision of this Declaration. Failure by the corporation or by any owner to enforce any right, provision, covenant, or condition that may be granted by this Declaration shall not constitute a waiver of the right of the Corporation or an Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies, and privileges granted to the Corporation or any Owner pursuant to any term, provision, covenant, or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising such privileges as may be granted to such party by this Declaration, or at law or in equity.

Section 3. Management Contracts. For such time as the Declarant has Class B Membership status, the Declarant shall have the right to enter into professional management contracts for the management of the Properties; provided however, that once the

Declarant loses its Class B Membership status, the Corporation shall have the right to terminate such contracts, with or without cause, upon thirty (30) days written notice given to the other party.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Corporation, or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years. The covenants and restrictions of this Declaration may be amended in whole or in part, provided that such amendment during the first twenty (20) year period shall have the assent of the Corporation and at least ninety percent (90%) of the Lot Owners, including at least one Class A Member vote, and thereafter any amendment shall have the assent of seventy-five percent (75%) of the votes of the Lot Owners. The assent for any such amendment, shall be obtained in the requisite percentage from each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose at which a Quorum is present, written notice of which

shall be sent to all Lot Owners not less than twenty-five (25) days not more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. Any amendment must be properly executed and acknowledged (in the manner required by law for the execution and acknowledgement of deeds) by the Corporation and the assenting Lot Owners and recorded among the land records of Prince William County, Virginia.

Section 6. Special Amendment. For a period of twelve (12) years after the recording of this Declaration, the Declarant may unilaterally make any Amendment required by any of the Federal Mortgage Agencies, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Corporation, the Federal Home Loan Mortgage Corporation, or by the City of Manassas Park, Virginia, as a condition of the approval of the Founding Documents, by the execution and recordation of such amendment following notice to all owners.

Section 7. FHA/VA Approval. After initial approval of the Lots for FHA or VA financing for so long as there is a class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

- (a) annexation of additional properties, except the land within the Development Limits;
- (b) mergers, consolidations, and dissolution of the Corporation;
- (c) mortgaging the Common Area; and

(d) amendment of this Declaration of Covenants, Conditions, and Restrictions.

WITNESS the following signatures and seals:

Mayor, City of Manassas Park

STATE OF VIRGINIA:
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this 13 day of 1993 by _____ Mayor of City of Manassas Park.

Notary Public

My Commission expires: _____ -

RICHMOND AMERICAN HOMES OF VIRGINIA, INC., a Virginia corporation

By: _____ --
Name _____
Title: _____ -

STATE OF VIRGINIA, to-wit:
CITY/COUNTY OF FAIRFAX:

The foregoing instrument was acknowledged before me this 15th day of April, 1993 by Peter R. Thompson as Vice Pres. of the corporation.

Notary Public

My commission expires: 12/31/96

EXHIBIT A

ALL THAT PROPERTY described in the Deed of Consolidation
and Plat of Consolidation recorded in Deed Book 1963 at Page 1601
among the land records of Fairfax County, Virginia.

u:5323\mgb\manassas\deccov.blx
April 14, 1993 10:56am

93 APR 19 PH 1: 17

TESTE: Clerk

