

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 1st day of March, 2006, by and between CATHERINE R. WEIDLEIN, TRUSTEE; ANNE BARBARA PENNINGTON, TRUSTEE; PATRICIA M. BRADFORD, TRUSTEE; ANNE B. PENNINGTON, PATRICIA M. BRADFORD and WILLIAM R. BERNARD, TRUSTEES; JOHN L. WEIDLEIN, TRUSTEE; PETER P. WEIDLEIN, TRUSTEE; and CATHERINE R. WEIDLEIN (formerly known as CATHERINE W. GHIRARDELLI), TRUSTEE (hereinafter collectively "the Declarants.)

WHEREAS, the parties hereto are the owners of certain adjacent real properties (hereinafter referred to individually as a "Lot" or collectively as "Lots") at Dover in what was formerly the Mercer Election District of Loudoun County, Virginia, as follows:

1. CATHERINE R. WEIDLEIN, TRUSTEE is the owner of Lot 5A-1 by virtue of an instrument dated March 15, 2001 and of record at Deed Book 1899, Page 2306.
2. ANNE BARBARA PENNINGTON, TRUSTEE is the owner of a 3.0005-acre Lot by virtue of an instrument dated December 30, 1982 and of record at Deed Book 819, Page 828, and the owner of Lot 2C by virtue of an instrument dated December 16, 1986 and of record at Deed Book 936, Page 1430.
3. PATRICIA M. BRADFORD, TRUSTEE is the owner of a Lot 3-A by virtue of an instrument dated December 23, 1988 and of record at Deed Book 1022,

Prepared by:
MCCANDLISH & LILLARD, PC (Box 58)
212 East Market Street
Leesburg, Virginia 20176



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Gary M. Clemens, Clerk

Page 410, and the owner of Lot 2A by virtue of an instrument dated December 15, 1986 and of record at Deed Book 936, Page 1433.

4. ANNE B. PENNINGTON, PATRICIA M. BRADFORD and WILLIAM R. BERNARD, TRUSTEES are the owners of Lots 6A, 7A and 8A by virtue of an instrument dated May 14, 1991 and of record at Deed Book 1148, Page 1806.
5. JOHN L. WEIDLEIN, TRUSTEE is the owner of Lot 5A-2 by virtue of an instrument dated April 5, 2001 and of record at Deed Book 1911, Page 2470.
6. PETER P. WEIDLEIN, TRUSTEE is the owner of Lot 3-B by virtue of an instrument dated December 23, 1988 and of record at Deed Book 1022, Page 405 and the owner of Lot 2B by virtue of an instrument dated December 15, 1986 and of record at Deed Book 936, Page 1427.
7. CATHERINE W. GHIRARDELLI, TRUSTEE is the owner of Lot 5A-3 by virtue of an instrument dated April 5, 2001 and of record at Deed Book 1911, Page 2473.

WHEREAS, the Declarants desire to place restrictive covenants on their aforementioned Lots; now therefore

WITNESSETH:

In consideration of the premises and the mutual promises and undertakings contained herein the Declarants do hereby declare that the following restrictive covenants are hereby imposed upon the aforesaid Lots and shall be covenants running with the land:

1. All of said Lots shall be used for estate and owner-occupation purposes only, and no building shall be placed, erected or altered upon such land, except one single-family

detached house and one guest cottage on each Lot, and such accessory buildings as are permitted by the Loudoun County Zoning Ordinance.

2. All exterior portions of any building constructed must be completed within one year from the date of the beginning of construction.

3. No temporary structure may be erected on any Lot for use as living quarters and no outside toilet facilities shall be permitted.

4. No building may be built closer than fifty (50) feet to any Lot boundary line or closer than seventy-five (75) feet to any public or private road; except that the A.R.C. (hereinafter created) can grant a waiver for any Lot that would be rendered useless by doing so.

5. No poultry or swine may be raised, bred or maintained for any purposes on any Lot.

6. No sodding operation, earth removal or quarrying shall be permitted on any Lot.

7. Except for the production of grapes and hay, no other commercial crops shall be permitted except for personal use by the Lot owners.

8. All livestock shall be fenced from entering any pond or portion of stream shared by other Lot owners, or from entering any stream which is upstream from any other Lot owner.

9. The fields and pastures of the Lots shall be clipped and mowed as needed, and maintained free of Johnson grass and thistle. In any event, all open fields and pasture areas shall be mowed at least two times a year.

10. No trailer, camper, bus, streetcar, boat, commercial equipment of any description or any disabled or unlicensed vehicle shall be stored on any Lot unless it is enclosed in an accessory building as provided herein. No unlicensed motor vehicle (including minibikes, mopeds, trail bikes, A.T.V.'s or any other such devices) shall be operated at any time upon the property, except farm and lawn maintenance vehicles.

11. No signs shall be erected on any Lot other than a name plate and/or house name or address not larger than two square feet and only at the entrance of any Lot.

12. An Architectural Review Committee (hereinafter A.R.C.) is hereby established which shall consist of three members. The initial A.R.C. shall be composed of Catherine R. Weidlein, Anne B. Pennington, and Peter P. Weidlein who shall serve until December 31, 2015. A member of the A.R.C. may resign at any time. At such time as replacements are necessary they shall be elected by a majority vote of the Lot owners.

a. Requests for A.R.C. approval shall be made in writing. A simple majority of members shall be required for any Committee action. If the A.R.C. fails to act on an application within 60 days after the same have been submitted in conformity with written procedures as may be promulgated by the A.R.C., then the application shall be deemed approved.

b. In the event the A.R.C. disapproves an application as submitted, the applicant may appeal to all Lot owners in this subdivision; each Lot shall have one vote. If the owners of eight Lots in the subdivision subject to these Restrictive Covenants approve the application in writing, then said application shall be approved.

c. The following shall require A.R.C. approval and no construction or installation shall start thereon until such approval shall be forthcoming: the design, size, proportion and location of houses, guest cottages and accessory buildings; and, the erection of fences, gates, cattle-guards or other obstructions across any access easement or right-of-way.

d. The A.R.C. shall insure that the siting, mass, size, architectural design and exterior building materials of all improvements to any of the Lots and landscaping are in harmony with the landscape and the other improvements in the subdivision.

e. The following shall be used as guidelines for the approximate size of principal dwellings: i. dwellings shall be either one or two story structures; ii. one-story principal dwellings shall contain minimums of 3,500 sq. ft. of finished living area (exclusive of any detached garage); iii. two-story principal dwellings shall contain a minimum of 4,000 sq. ft. of finished living space (exclusive of any detached garage); and iv. an attached garage (3-car maximum) shall count towards finished living area calculations.

f. The following guidelines shall be the minimum standard for the A.R.C.'s review and approval of proposed plans: i. No house or guest cottage may be constructed with exterior walls other than brick, brick veneer, wood siding, stucco, log, stone, glass or finished wood paneling and hardee planking. ii. No guest cottage or accessory building may be constructed on any parcel not already improved by a single-family detached house. Provided, however, that in the event one person owns two or more Lots, then, with the consent of the A.R.C., accessory buildings may be erected on a Lot not improved by a dwelling.

13. Lots may be fenced adjacent to the Lot boundaries along the access easements at Lot owner's expense. Such fencing shall be constructed of one of the

following: i. 3 or 4 black boards with cover panels; ii. field stone not less than 20" wide and 3' high; or iii. 3 or 4 panel split rails. Fencing shall be placed approximately 25-feet from any roadway center line or at the easement's edge line as designated and approved by the A.R.C. All additional fencing, either perimeter or cross-fencing, shall be approved by the A.R.C. All fencing shall be maintained, repaired and repainted at owner's expense, as necessary.

14. The location of all telephone and electric lines shall be underground unless approved by the A.R.C. All Lot owners shall have the right to install utility lines in the easements shown on the Lots' plats.

15. The A.R.C. or any individual owner shall have the right, but not the obligation, to enforce the restrictive covenants herein contained by actions in law or equity. Should the A.R.C. or such individual owner prevail, they shall be entitled to recover from the offending Lot owner their reasonable attorney's fees, expenses and court costs incurred in enforcing these restrictive covenants. In any action brought by the A.R.C. to enforce these Covenants where they do not ultimately collect their attorney's fees, expenses and court costs from a defendant Lot owner, all Lot owners shall be required to reimburse the A.R.C. for its attorney's fees, expenses and court costs on a pro rata basis within 45 days after having been billed for the same.

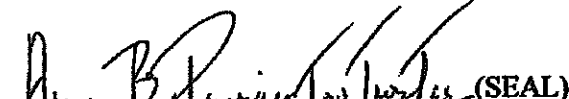
16. These restrictions shall be effective until January 1, 2015 and thereafter shall be extended for periods of twenty years each, unless, by a vote of the owners of seventy (70) percent of the Lots improved with houses, it is agreed to change the covenants in whole or part. Provided, further, that these restrictions may be excepted, modified, or vacated in

whole or in part at any time upon an affirmative vote of the owners of eight (8) Lots in the subdivision.

19. These covenants shall be severable, and in the event any of them should become invalid by operation of law or by judicial order, all other covenants shall remain in full force and effect.

WITNESS the following signatures and seals:



CATHERINE R. WEIDLEIN, TRUSTEE (SEAL)


ANNE B. PENNINGTON, TRUSTEE (SEAL)


PATRICIA M. BRADFORD, TRUSTEE (SEAL)


WILLIAM R. BERNARD, TRUSTEE (SEAL)


CATHERINE R. WEIDLEIN, TRUSTEE (SEAL)

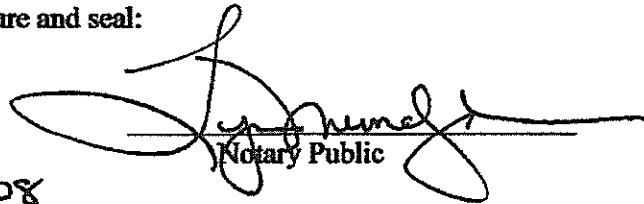

JOHN L. WEIDLEIN, TRUSTEE (SEAL)


PETER P. WEIDLEIN, TRUSTEE (SEAL)

COMMONWEALTH OF VIRGINIA)
COUNTY OF LOUDOUN) to-wit:

The foregoing Declaration of Restrictive Covenants was acknowledged before me this 1st day of March, 2006 by CATHERINE R. WEIDLEIN, TRUSTEE; ANNE BARBARA PENNINGTON, TRUSTEE; PATRICIA M. BRADFORD, TRUSTEE; ANNE B. PENNINGTON, PATRICIA M. BRADFORD and WILLIAM R. BERNARD, TRUSTEES; JOHN L. WEIDLEIN, TRUSTEE; PETER P. WEIDLEIN, TRUSTEE; and CATHERINE R. WEIDLEIN (formerly known as CATHERINE W. GHIRARDELLI), TRUSTEE.

Witness my signature and seal:



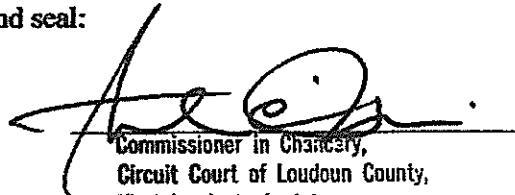
Notary Public

My commission expires: 4/30/08

COMMONWEALTH OF VIRGINIA)
COUNTY OF LOUDOUN) to-wit:

The foregoing Declaration of Restrictive Covenants was acknowledged before me this 1st day of March, 2006 by JOHN L. WEIDLEIN, TRUSTEE.

Witness my signature and seal:



Commissioner in Chancery,
Circuit Court of Loudoun County,
Virginia - Authorized to
administer oaths and certify
acknowledgments by 49-4
& 55-122, Code of Virginia, 1950.