

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Sycamore Hill L.L.C., a Delaware limited liability company, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the Town of Leesburg, State of Virginia, which is more particularly described on the legal description attached hereto and made a part hereof as Exhibit "A".

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

This Declaration is made in accordance with the Property Owners' Association Act, Title 55, Chapter 26 of the Code of Virginia, 1950, as amended.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Sycamore Hill Homeowners Association, Inc., a non-stock, non-profit corporation, its successors and assigns.

Section 2. "Board of Directors" shall mean and refer to the Board of Directors of the Association and any board, group or entity of the successor or assign to the Association serving in a comparable capacity to the Board of Directors of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Declarant owns or may acquire other lands described in Exhibit B hereto which it may subject to this Declaration.

Section 5. "Common Area" shall mean any real property (including any improvements thereon) owned or to be owned by the Association for the common use and enjoyment of the Owners including streets and roadways not dedicated to the Town of Leesburg or State of Virginia and an on-site and off-site storm water management facility.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Areas.

Section 7. "Declarant" shall mean and refer to Sycamore Hill L.L.C., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservation, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

Section 8. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deeds of trust. "First Mortgage," as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 9. "Participating Builder" shall mean and refer to a person or entity so designated in writing by the Declarant as a Participating Builder.

## ARTICLE II

### Property Rights

Section 1. Owner's Easements of Enjoyment. 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, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and use of Common Area (except streets and roadways) of an Owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members and further subject to the then existing laws and applicable ordinances; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of each class of the then voting members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the members duly called for such purpose.

(c) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and any facilities thereon;

(d) The right of the Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves, provided, however, that such use shall not be for a period of more than five (5) years after the conveyance of the Common Area to the Association, or the sale of all the residential Lots within the Properties, whichever is the earlier; in the event of circumstances beyond Declarant's control, Declarant may require an extension of such time to complete its development. No such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the Common Area or any facilities thereon;

(e) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be situated on the Common Area.

(f) The right of the Association to regulate parking on the Common Area through the granting of easements or promulgation of rules and regulations and the right of the Declarant to assign parking spaces to Owners.

(g) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights of way or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the Common Area; and

(h) The right of the Association, acting by and through its Board of Directors, to enter into agreements whereby the Association acquires leaseholds, membership or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Property.

### ARTICLE III

#### Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

(a) Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The Class B member shall be the Declarant and shall be initially entitled to one thousand four hundred thirty-one (1,431) votes. This number of votes shall be decreased by three (3) votes for each Class A vote existing at any one time. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(ii) December 31, 2005.

(iii) such earlier time as the Declarant in its sole discretion determines.

Notwithstanding the foregoing, in the event of annexation of any additional properties, Class B membership shall be revived with respect to all Lots owned by the Declarant on the annexed property. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(i) when the total votes outstanding in the Class A memberships in the annexed property equal the total votes outstanding in the Class B membership in such annexed property, or

(ii) Four (4) years from the date of recordation of the final Deed of Dedication or Supplemental Declaration for the last portion of such annexed property.

#### ARTICLE IV

##### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the Property

against which each such assessment is made. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and any off-site storm water management facilities.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner who is not a Participating Builder, the maximum annual assessment shall be Seven hundred twenty Dollars (\$720.00) for Class A members.

(a) The Class B member shall pay 25% of the Class A member assessment levied in any given year against each Lot owned by Declarant and the Class B member covenants and agrees to fund any operating budget operating deficits (of up to 100% of Class A Member assessments) until the Class B member (Declarant) has conveyed 75% of said Lots to Owners or Participating Builders, (other than to Declarant). Notwithstanding the foregoing, Declarant shall pay full assessments on all Lots owned by Declarant upon which a dwelling unit has been completed and is occupied.

(b) Each Participating Builder shall pay a one-time assessment of One Hundred No/Dollars (\$100.00) to the Association for each Lot conveyed by the Declarant to a Participating Builder at the time of such conveyance. Each Participating Builder will pay an assessment of One Hundred No/Dollars (\$100.00) per Lot for each subsequent fiscal year that the Participating Builder owns a Lot. Notwithstanding the foregoing, any Participating Builder who owns a Lot upon which there is located a completed occupied, dwelling unit shall pay full Class A Member assessments.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment described above may be increased by the Board of Directors, without a vote of the Class A membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and insurance premium payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(d) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by vote of at least 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.

(e) The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Any special assessment may be rescinded by a majority vote in person or by proxy, at a meeting of the Members convened within sixty (60) days of notice of the special assessment.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than fifteen (15) days not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as otherwise provided in Section 3 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly or quarterly basis, as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots subject to this Declaration on the first day of the month following the conveyance of any portion of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by

an officer for the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association with the status of assessments on the Lots shall be binding on the Association on the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.

Any assessment not paid within fifteen (15) days after the first of each month shall be assessed a late fee and shall bear interest from the due date at a rate of ten percent (10%) interest per annum or such greater amount as may be determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

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 a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia, provided that no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Area by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the



discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Area may be expended only for the purpose of affecting the repair, replacement or improvement of the Common Area, major repairs to any equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Area. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 12. Initial Working Fund. The Board of Directors shall levy an "initial" assessment at settlement against the Owner (other than a Participating Builder) of a Lot who is a Class "A" member at the time of conveyance. Such initial assessment shall be in an amount equal to two (2) months of the initial Annual Assessment, and shall be used for commencing the business of the Association or any other purpose established by the Board of Directors.

## ARTICLE V

### Architectural Control

Section 1. Building Restrictions. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alternation therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board ("Review Board").

Section 2. Composition of Review Board. The Review Board shall be comprised of three (3) or more members appointed by the Board of Directors or the Board of Directors may serve as the Review Board. Members shall serve staggered three (3) year terms as determined by the Board of Directors. Members of the Review Board 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 3. Duties of Review Board. The Review Board shall regulate the external design, appearance and locations of the Property and improvements thereon in such a manner

so as to preserve and enhance values and to maintain harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Review Board shall:

(a) Review and approve, modify or disapprove, within forty-five (45) days, all written applications of Owners for improvements or additions to Lots or for modifications and changes to the improvements to the Lots. All applications not acted upon within forty-five (45) days shall be deemed approved;

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

(c) Adopt procedures for the exercise of its duties; and

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

Section 4. Appeal. Any aggrieved party may appeal a decision of the Review Board to the Board of Directors.

Section 5. Declarant Exempt. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article V shall not be applicable to the Declarant, any Participating Builder, or any part of the Property owned by the Declarant or any Participating Builder. Participating Builders shall notify the Association of any extra structural additions or material changes to their original plans for each Lot.

## ARTICLE VI

### Use Restrictions

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling, except for those uses allowed by applicable local zoning laws, provided that such use is limited to the person(s) actually residing in the dwelling. Nothing contained in this Article VI or elsewhere in this Declaration shall be construed to prohibit the Declarant or Participating Builder from the use of any Lot or dwelling, or improvement thereon, for promotional or display purposes, or as "model homes," a sales office, construction office or the like.

Section 2. Except as may be permitted by Section 1 of this Article VI, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant may use the Property for model home sites and display and sales and construction offices during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except the permanent entrance sign and one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the Property for sale or rent, except signs used by Declarant to advertise the Property during the construction and sales period. Any sale or rental sign posted by an Owner or his agent shall be removed within three (3) business days of settlement or lease of Lot.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, shed, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently. Except for Declarant's or Participating Builder's construction or sales purposes, no trailer, or similar equipment shall be permitted to remain upon the Property.

Section 6. No commercial, industrial or recreational vehicle (including boats) shall be parked on the Property without the written consent of the Board of Directors. No motorized vehicle may be used or maintained on the yards or sidewalks of any Lot or Common Area and no unlicensed vehicles are allowed on the Property. The Board of Directors shall have the right to tow any improperly parked vehicle or any vehicle, the keeping or parking of which in the Common Area violates this Declaration upon forty-eight (48) hours' notice posted on the vehicle.

Section 7. The Board of Directors shall have the right to tow any junk vehicle or other vehicle on which current registration plates are not displayed, which is within any Lot or on any part of the Common Area upon forty-eight (48) hours notice. The repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out on any of the Lots or Common Areas.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lot subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. Pets must be leashed while on the Property and all pet waste collected and disposed of by the Owner. Violations of this Section may result in fines levied against the Owner by the Association.

Section 9. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Review Board. Nothing herein shall be deemed to apply to the storage on the Property by Declarant of building materials during, and for use in, the construction of the improvements on the Property.

Section 10. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot unless approved by the Review Board. Normal radio and television installations wholly within a building are excepted.

Section 11. All Owners and occupants shall abide by the By-laws and any rules and regulations adopted by the Association. Rules and regulations shall be adopted and enforced pursuant to the Virginia Property Owners' Association Act. Any Owner, his tenants, guests or other invitees who violates the restrictions of this Declaration or the rules and regulations adopted by the Board of Directors shall be assessed a charge pursuant to Section 55-513 of the Virginia Property Owners' Association Act.

Section 12. Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation and Bylaws as well as rules and regulations of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing and shall be for an initial term of not less than six (6) months. A copy of all signed leases shall be given to the Board of Directors.

Section 13. Garages may not be converted into living space or for any other use other than primarily for storage of vehicles.

Section 14. None of the foregoing restrictions shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas and its facilities; or

(c) Any Participating Builder, his officers, employees, agents or assigns in their development, marketing and sale of Lots.

Section 14. During reasonable hours the Declarant, any member of the Review Board, or member of the Board of Directors, or any other representative of any of them, shall have the right to enter upon and inspect any Lot for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

## ARTICLE VII

### Exterior Maintenance

Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner shall fail to maintain his Lot and the improvements situated thereon, the Association shall have the right to enter upon said Lot, after reasonable notification of the owner, to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lot and such lien may be enforced in the same manner as an annual assessment levied in accordance with Section 8, Article IV hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish any such lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Article VII shall affect the rights of the holder of any first mortgage on any Lot (of the indebtedness secured thereby); recorded prior

to the recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

## ARTICLE VIII

Section 1. Management Agent. The Board of Directors may (but not shall be required to) employ for the Association a management agent or manger (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 from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing.

Section 2. Duration of Management Agreement. In the event any management agent is employed, any management agreement entered into by the Association shall provide inter alia that such agreement may be terminated for cause by either party on thirty (30) days' written notice thereof to the other party and without cause on ninety (90) days' written notice to the other party. The term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

Section 3. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Area or its facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Area or its facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or its facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive any municipal or other governmental authority.

## ARTICLE IX

### General Provisions

Section 1. Enforcement. The Association, or any Owner, or any mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association. Failure by the Association or by any Owner or by any mortgagee

of any Lot to enforce any covenant or restrictions herein contained or any provision of the Bylaws or Articles of Incorporation of the Association 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 attempted violation or breach of any of the within covenants or restrictions or any provision of the Bylaws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages.

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

Section 3. Duration. Except where permanent easements or other permanent rights or interest are herein created, the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years each.

Section 4. Amendment. Subject to the other limitations set forth in this Declaration, this Declaration may be amended during the first twenty (20) years after it is recorded only by an instrument approved by not less than ninety percent (90%) of the vote of the Members. After the first twenty (20) years this Declaration may be amended by an instrument approved by not less than seventy-five percent (75%) of the vote of the Members. The amendment instrument shall be recorded among the Land Records of Loudoun County. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording; provided, however, that no amendment shall be effective unless it is executed by at least one Class A member, should there be any Class A members.

Section 5. Annexation. Additional lots or property described in Exhibit B hereto may be annexed to the Property within seven (7) years of the date this Declaration is recorded without the consent of the Class A members of the Association.

Any annexations made pursuant to this Section, or otherwise, shall be made by recording a Supplementary Declaration among the land records of Loudoun County, which Supplementary Declaration shall extend the scheme of this Declaration to such annexed property or by the recordation of a deed of dedication or deed of subdivision for such additional property or any portion thereof which shall by its terms subject such additional property to the operation of the provision of this Declaration. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the consent of the Declarant. On the first day of the month following recordation of the above described Supplementary Declaration, deed

of dedication or subdivision, all lots described in the Supplemental Declaration, deed of dedication or subdivision shall be assessed a pro rata share of the annual assessments and any special assessments then due.

Except as otherwise provided herein, annexations to the Property shall require the consent of two-thirds (2/3) of the Class A members.

Section 6. FHA-VA Approvals. Provided that there are then Class B memberships of the Association outstanding, and should any Lot be encumbered by a deed of trust guaranteed by the Veterans Administration or Federal Housing Administration, then neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent or approval of the Federal Housing Administration or the Veterans Administration.

(a) make any annexation or additions of property other than as described in Exhibit B; or

(b) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or its facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and its facilities by the members of the Association shall not be considered a transfer within the meaning of this Section 6; or

(c) abandon or terminate this Declaration; or

(d) modify or amend any material provisions of this Declaration, the ByLaws or the Articles of Incorporation of the Association; or

(e) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association in any other entity.

Section 7. Consents by Lenders. Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Owners, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of not less than two-thirds (2/3) in number of the holders of the first mortgages of record on the Lots:

(a) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or its facilities directly or indirectly



owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and its facilities by the members of the Association shall not be considered a transfer within the meaning of this Section 7; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any substantive provision of this Declaration, or of the Bylaws or of the Articles of Incorporation of the Association; or

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity or

(e) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in the Declaration; or

(f) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearances of buildings or structures on the Lots, the exterior maintenance of buildings or structures on the Lots, the maintenance of the Common Area; or

(g) fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

(h) use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such Common Area.

Section 8. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the first mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of

the first mortgage on the Lot which is the subject matter of such suit or proceeding. If the Association employs a management agent and then subsequently undertakes "self-management," it shall promptly give written notice of such occurrence to all of the holders of first mortgages of record on the Lots.

Any first mortgages of any Lot may pay any taxes, utility charges or other charges levied against Common Area which are in default and which may or have become a charge or lien against Common Area and any such first mortgages may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the Common Area. Any first mortgagee who advances any such payment shall be due immediately reimbursement of the amount so advanced from the Association.

Section 9. Mortgage Notification and Presumptive Approval. Notwithstanding the foregoing, all notices and rights of Mortgagees shall pertain only to those Mortgagees who are listed with the Association. Each Owner must notify the Association of his Mortgagee's name and address. If any notice is given or consent requested pursuant to Section 7 and 8 above and the Mortgagee does not respond within thirty (30) days of such notice, then such Mortgagee shall be deemed to have approved such notice or consent.

Section 10. Casualty Losses. In the event of substantial damage or destruction to the Common Area, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the Lots. No provision of the Declaration or the Articles of Incorporation or these Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of the Common Area.

Section 11. Condemnation or Eminent Domain. In the event any part of the Common Area is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notices of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of the Common Area.

Section 12. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

## ARTICLE X

### Easements, Etc.

Section 1. General Easement. The Declarant and Association reserve the right and easement to the use of all Common Area, and any Lot or any portion thereof, as may be needed for repair, maintenance or construction on such Lot or any Lot or on any Common Area.

Section 2. Crossover Easement. If the Owner (including the Declarant) of any Lot must, in order to make responsible repairs or improvements to a building on his Lot, enter or cross any Common Area, or a Lot of another Owner, such Owner shall have an easement to do so, providing that said Owner shall use the most direct, feasible route in entering and crossing over such an area and shall restore the surface so entered or crossed to its original condition, at the expense of said Owner, and further provided that such easement shall not exist on the land of any other Lot Owner if the purpose for the entrance or crossing is one requiring, by virtue of Article V of this Declaration, approval of either the Board of Directors or the Review Board of the Association, unless such approval has been given.

Section 3. Blanket Easement. An easement is hereby retained in favor of Declarant and the Association over the Lots and any Common Area for installation of landscaping, construction of a common cable television system, a common sprinkler, entrance sign or features, or any other item for the common enjoyment and/or benefit of the owners. An easement is further granted for the purpose of the repair and maintenance of any item so constructed. Any entry upon any Lot or any Common Area to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association and/or Declarant harmless from the cost of repairing or replacing any portion damaged or destroyed by such owner, his family, his guests or invitees.

Section 4. Easement and Right of Entry of Law Enforcement Officials, Etc. An easement and right of entry through and upon the Property is hereby granted to law enforcement officers, rescue squad personnel, fire fighting and other emergency personnel of the jurisdiction in which the Property is located, and to vehicles operated by said personnel while in the pursuit of their duties. Said emergency personnel shall also have the right of enforcement of cleared emergency vehicle access on roadways and driveways on the Property.

Section 5. Utility Easements. Easements over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, roof drains connected

directly to storm sewer, drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, together with the right to grant and transfer the same. Declarant also reserves the right to enter onto the Common Area for the purpose of completing the improvements thereon, and on the Lots, and for the further purpose of carrying out any defects in workmanship or materials in the Property or the improvements thereon.

The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities in favor of the Association shall be governed by the following:

(a) Whenever water, sanitary sewer, roof drains connected directly to storm sewer, electricity, gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary thereof, to enter upon or have a utility company enter upon any portion of the Property in which said installation lie, to repair, replace and generally maintain said installations.

(b) The right granted in Subparagraph (a), above, shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment and provided further that any one exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 6. Drainage Easement. Each Owner covenants to provide such easements for drainage and water flow as the contours of the Property and the arrangement of buildings by Declarant thereon requires. Declarant reserves an easement over all Lots and Common Area for the purpose of correcting any drainage deficiency.

## ARTICLE XI

### Party Walls

The rights and duties of the Owners of Lots with respect to party walls shall be governed by the following:

Section 1. General Rules of Law to Apply. Each wall which is constructed as a part of the original construction on the Property and any part of which is placed on the dividing line between separate Lots, shall constitute a party wall, and with respect to such wall, each of the adjoining Owners shall assume the burdens, and be subject to an easement for that portion of a party wall on his Lot, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 2. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the party wall.

Section 3. Repairs Caused by One Owner. If any such party wall is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

Section 4. Other Changes. In addition to meeting the other requirements of these restrictive covenants, and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining Owner.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article XI shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties.

ARTICLE XII

Dissolution of Association

The Owners of Lots shall not dissolve or disband the Association, nor shall the Association dispose of any Common Area by sale, or otherwise, to any entity other than a non-profit organization conceived and organized to own and maintain the Common Area, without first offering to dedicate the same to the jurisdiction in which the Property is located, or such other appropriate governmental agency. The Association may dissolve itself according to the provisions of the Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument on the 23 day of August, 1996.

SYCAMORE HILL L.L.C., a Delaware limited liability company.

By: Balfour Holdings Inc., its manag

By: Ray F. Smith Jr.

Name: Ray F. Smith Jr.

Title: Division President

STATE OF Virginia  
COUNTY OF Stafford to wit:

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 1996 by Ray F. Smith Jr. of Sycamore Hill L.L.C., a Delaware limited liability company.

[Signature]  
Notary Public

My commission expires: 08/31/2000

Exhibit A to Declaration of Covenants, Conditions, and Restrictions

Lots 21 through 29, inclusive, Lots 122 through 127, inclusive, Lots 159 through 165, inclusive, and Parcels "1-A" and "1-B", Phase 1, Section 1, SYCAMORE HILL, as duly dedicated, platted, and recorded in a Deed of Dedication recorded in Deed Book 1452 at page 390 among the land records of Loudoun County, Virginia.

J:ABALFOUR6257\EXHA  
8/6/96

Exhibit "B"

All that certain tract or parcel of land situate and lying in the Town of Leesburg, Loudoun County, Virginia, described as follows:

Parcel of land containing 48.8668 acres, more or less, as shown on Plat of Vacation and Consolidation recorded in Deed Book 1364, Page 476 and in Plat Cabinet B, Slot 209, Page 9, among the land records of Loudoun County, Virginia, and being more particularly described as follows:

Beginning at an iron pipe found on the Northerly side of Fort Evans Road; thence running within, along, and across Fort Evans Road, S. 55° 09' 06" E. 1256.54 feet to an iron pipe found; thence departing Fort Evans Road and running along Goose Creek Communities, L.L.C., S. 38° 44' 31" W. (passing through an iron pipe found at 7.66 feet) 1238.00 feet to an iron pipe found marking the Northwesterly corner of Etablissement Forestier and the Northeasterly corner of the first Forestier Stiftung parcel; thence departing Goose Creek Communities, L.L.C. and Etablissement Forestier and running along the first Forestier Stiftung parcel the following courses:

217.23 feet along the arc of a curve to the left having a radius of 763.94 feet and a delta angle of 16° 17' 33" (the chord bearing is N. 68° 01' 24" W. and the chord is 216.50 feet) to an iron pipe found; N. 76° 10' 10" W. 100.00 feet to an iron pipe found; 463.33 feet along the arc of a curve to the right having a radius of 763.94 feet and a delta angle of 34° 44' 59" (the chord bearing is N. 58° 47' 41" W. and the chord is 456.26 feet) to an iron pipe found; N 41° 25' 11" W. 110.00 feet to an iron pipe found; and 339.22 feet along the arc of a curve to the left having a radius of 1145.92 feet and a delta angle of 16° 57' 39" (the chord bearing is N. 49° 54' 00" W. and the chord is 337.98 feet) to an iron pipe found marking the northeasterly corner of a second Forestier Stiftung parcel; thence departing the first Forestier Stiftung parcel and running along the second Forestier Stiftung parcel 625.86 feet along the arc of a curve to the right having a radius of 754.00 feet and a delta angle of 46° 56' 10" (the chord bearing is N. 34° 54' 44" W. and the chord is 608.51 feet) to an iron pipe found and 450.09 feet along the arc of a curve to the right having a radius of 1130.00 feet and a delta angle of 22° 49' 17" (the chord bearing is N. 00° 02' 01" W. and the chord is 447.12 feet) to an iron pipe found marking the Southernmost corner of Evans Ridge Limited Partnership; thence departing the second Forestier Stiftung parcel and running along Evans Ridge Limited Partnership the following courses: S. 78° 37' 23" E. 45.00 feet to an iron pipe found; S. 69° 48' 59" E. 145.34 feet to an iron pipe found; S. 78° 45' 00" E. 219.74 feet to an iron pipe found; and S. 87° 50' 52" E. 555.70 feet to an iron pipe found; thence continuing along Evans Ridge Limited Partnership and across a portion of the aforementioned Fort Evans Road N. 36° 12' 37" E. (passing through an iron pipe found at 246.47 feet) 271.11 feet to the point of beginning, containing 48.8668 acres, more or less, as shown on a plat prepared by William H. Gordon Associates, Inc. dated November 8, 1995 which is hereby made a part of this description.

LESS AND EXCEPT that portion of land dedicated to public street purposes by Deed of Dedication and Easement recorded in Deed Book 1415 at Page 821.





# Supplements to the Declaration Of Covenants

<u>DATED:</u>	<u>RE:</u>	<u>#</u>	<u>DEED BOOK</u>	<u>PAGES</u>
2/25/98	Lots 108-114			
2/02/98	Parcel 2C, Phase II, Sec. 3	4170	1550	1603-1604
12/22/97	Lots 174-181			
12/04/97	LOTS 140-145			
11/07/97	Lots 017-020			
9/17/97	Lots 391-397			
9/17/97	Lots 134-139			
8/18/97	Lots 398-405			
	Lots 419-426			
5/30/97	Lots 146-152			
	Lots 009-016			
5/09/97	Lots 412-418	13782	1499	1039-1049
5/09/97	Lots 001-008 166-173	13782	1499	1037-1038

Prepared By  
Zalco Realty, Inc.  
Managing Agents



SUPPLEMENTARY DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made as of this 25 day of FEBRUARY, 1998, by BRE/Sycamore L.L.C., a Delaware limited liability company, hereinafter referred to as "Declarant", Grantor.

WHEREAS, Declarant is the owner of certain property in the Town of Leesburg, State of Virginia, which is more particularly described as follows:

Lots 108 through 114, inclusive, SYCAMORE HILL, as duly dedicated, platted and recorded in a Deed of Dedication recorded in Deed Book 1452 at page 390 among the land records of Loudoun County, Virginia.

WHEREAS, Declarant intends that the property described above become subject to the Declaration of Covenants, Conditions and Restrictions for Sycamore Hill Homeowners Association, Inc., recorded on August 26, 1996, in Deed Book 1452 at page 401 among the land records of Loudoun County, hereinafter referred to as "Declaration".

NOW, THEREFORE, by rights established in Article IX of the said Declaration, the Declarant hereby declares that all of the property described herein, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration.

The Grantor has caused this instrument to be signed on the date described above.

BRE/Sycamore L.L.C.,  
a Delaware limited liability company

By: David W. Geiger

Name: DAVID W. GEIGER

Title: ASSISTANT TREASURER

STATE OF VIRGINIA:  
CITY/COUNTY OF Fairfax:

The foregoing instrument was acknowledged before me this 25 day of  
February, 1998, by David W. Geizer  
Assistant Treasurer of BRE/Sycamore L.L.C.

Alma C. Cuyham  
Notary Public

My commission expires: 3-31-2000

SUPPLEMENTARY DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made as of this 2nd day of February, 1998, by BRE/SYCAMORE HILL L.L.C., a Delaware limited liability company, hereinafter referred to as "Declarant", Grantor.

WHEREAS, Declarant is the owner of certain property in the Town of Leesburg, State of Virginia, which is more particularly described as follows:

Parcel "2-C", Phase II, Section 2, SYCAMORE HILL, as duly dedicated, platted and recorded in a Deed of Subdivision, Easement and Vacation recorded in Deed Book 1547 at page 1223 among the land records of Loudoun County, Virginia.

WHEREAS, Declarant intends that the property described above become subject to the Declaration of Covenants, Conditions and Restrictions for Sycamore Hill Homeowners Association, Inc., recorded in Deed Book 1452 at page 401 among the land records of Loudoun County, hereinafter referred to as "Declaration" and any amendments thereto.

NOW, THEREFORE, by rights established in Article IX of the said Declaration, the Declarant hereby declares that all of the property described herein, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration.

The Grantor has caused this instrument to be signed on the date described above.

BRE/SYCAMORE HILL L.L.C.

By: Ray F. Smith Jr.  
Name: Ray F. Smith Jr.  
Title: Division President

STEWART TITLE & ESCROW, INC.  
10505 Judicial Drive, Suite 300  
Fairfax, VA. 22030

Webb, Cabell, Suezhoefer, Garrick & Lubbery, P.C.  
3200 Clarendon Blvd., Aerial 1800  
Arlington, VA 22201-4889

ed by am  
for  
A/A

STATE OF Virginia  
CITY/COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of February, 1998, by Ray F. Smith, Division President of BRE/SYCAMORE L.L.C.

Alanna Cizham  
Notary Public

My commission expires: 3-31-2000

J:\BALFOUR\6257ASUPPDEC.4

~~By  
Richard Kirk, Clerk  
A Copy-Teste  
Deputy Clerk~~

RECORDED/W/CERT ANNEXED

98 FEB -4 PH 1: 33

LOUDOUN CO. VA  
CLERK

A Copy-Teste  
Richard Kirk, Clerk  
By Betty [Signature]  
Deputy Clerk

SUPPLEMENTARY DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made as of this 22 day of DECEMBER, 19 97, by BRE/Sycamore L.L.C., a Delaware limited liability company, hereinafter referred to as "Declarant", Grantor.

WHEREAS, Declarant is the owner of certain property in the Town of Leesburg, State of Virginia, which is more particularly described as follows:

Lots 174 through 181, inclusive, SYCAMORE HILL, as duly dedicated, platted and recorded in a Deed of Dedication recorded in Deed Book 1493 at page 69 among the land records of Loudoun County, Virginia.

WHEREAS, Declarant intends that the property described above become subject to the Declaration of Covenants, Conditions and Restrictions for Sycamore Hill Homeowners Association, Inc., recorded on August 26, 1996, in Deed Book 1452 at page 401 among the land records of Loudoun County, hereinafter referred to as "Declaration".

NOW, THEREFORE, by rights established in Article IX of the said Declaration, the Declarant hereby declares that all of the property described herein, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration.

The Grantor has caused this instrument to be signed on the date described above.

BRE/Sycamore L.L.C.,  
a Delaware limited liability company

By: David W. Geiger

Name: DAVID W. GEIGER

Title: ASSISTANT TREASURER



STATE OF VIRGINIA:

CITY/COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 22 day of December, 1997, by David W. Geizer of BRE/Sycamore L.L.C.

Arthur Cupman  
Notary Public

My commission expires: 3.31-2000

SUPPLEMENTARY DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made as of this 4th day of DECEMBER, 19 97, by BRE/Sycamore L.L.C., a Delaware limited liability company, hereinafter referred to as "Declarant", Grantor.

WHEREAS, Declarant is the owner of certain property in the Town of Leesburg, State of Virginia, which is more particularly described as follows:

Lots 140 through 145, inclusive, SYCAMORE HILL, as duly dedicated, platted and recorded in a Deed of Dedication recorded in Deed Book 1452 at page 390 among the land records of Loudoun County, Virginia.

WHEREAS, Declarant intends that the property described above become subject to the Declaration of Covenants, Conditions and Restrictions for Sycamore Hill Homeowners Association, Inc., recorded on August 26, 1996, in Deed Book 1452 at page 401 among the land records of Loudoun County, hereinafter referred to as "Declaration".

NOW, THEREFORE, by rights established in Article IX of the said Declaration, the Declarant hereby declares that all of the property described herein, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration.

The Grantor has caused this instrument to be signed on the date described above.

BRE/Sycamore L.L.C.,  
a Delaware limited liability company

By: David W. Geiger

Name: DAVID W. GEIGER

Title: ASSISTANT TREASURER

STATE OF VIRGINIA:

CITY/COUNTY OF Fairfax :

The foregoing instrument was acknowledged before me this 4 day of December, 1997, by David W. Geiger of BRE/Sycamore L.L.C.

Athema Cuyham  
Notary Public

My commission expires: 3-31-2000

SUPPLEMENTARY DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made as of this 17th day of NOVEMBER, 19 97, by BRE/Sycamore L.L.C., a Delaware limited liability company, hereinafter referred to as "Declarant", Grantor.

WHEREAS, Declarant is the owner of certain property in the Town of Leesburg, State of Virginia, which is more particularly described as follows:

Lots 17 through 20, inclusive, SYCAMORE HILL, as duly dedicated, platted and recorded in a Deed of Dedication recorded in Deed Book 1452 at page 390 among the land records of Loudoun County, Virginia.

WHEREAS, Declarant intends that the property described above become subject to the Declaration of Covenants, Conditions and Restrictions for Sycamore Hill Homeowners Association, Inc., recorded on August 26, 1996, in Deed Book 1452 at page 401 among the land records of Loudoun County, hereinafter referred to as "Declaration".

NOW, THEREFORE, by rights established in Article IX of the said Declaration, the Declarant hereby declares that all of the property described herein, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration.

The Grantor has caused this instrument to be signed on the date described above.

BRE/Sycamore L.L.C.,  
a Delaware limited liability company

By: David W. Geiger

Name: DAVID W. GEIGER

Title: ASSISTANT TREASURER

STATE OF VIRGINIA:

CITY/COUNTY OF

Fairfax

The foregoing instrument was acknowledged before me this 7 day of

November

1997, by

Daniel W. Geiser

Assistant Treasurer of BRE/Sycamore L.L.C.

Alicia C. Johnson

Notary Public

My commission expires:

3-31-2000

SUPPLEMENTARY DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made as of this 17th day of SEPTEMBER, 19 97, by BRE/Sycamore L.L.C., a Delaware limited liability company, hereinafter referred to as "Declarant", Grantor.

WHEREAS, Declarant is the owner of certain property in the Town of Leesburg, State of Virginia, which is more particularly described as follows:

Lots 391 through 397, inclusive, SYCAMORE HILL, as duly dedicated, platted and recorded in a Deed of Dedication recorded in Deed Book 1493 at page 1449 among the land records of Loudoun County, Virginia.

WHEREAS, Declarant intends that the property described above become subject to the Declaration of Covenants, Conditions and Restrictions for Sycamore Hill Homeowners Association, Inc., recorded on August 26, 1996, in Deed Book 1452 at page 401 among the land records of Loudoun County, hereinafter referred to as "Declaration".

NOW, THEREFORE, by rights established in Article IX of the said Declaration, the Declarant hereby declares that all of the property described herein, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration.

The Grantor has caused this instrument to be signed on the date described above.

BRE/Sycamore L.L.C.,  
a Delaware limited liability company

By: David W. Geiger

Name: DAVID W. GEIGER

Title: ASSISTANT TREASURER

STATE OF VIRGINIA:

CITY/COUNTY OF Fairfax \_\_\_\_\_:

The foregoing instrument was acknowledged before me this 17 day of  
September, 1997, by David W. Geiger  
Assistant Treasurer of BRE/Sycamore L.L.C.

Athene Cuyham  
Notary Public

My commission expires: 3-31-2000

SUPPLEMENTARY DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made as of this 17<sup>th</sup> day of SEPTEMBER, 19 97, by BRE/Sycamore L.L.C., a Delaware limited liability company, hereinafter referred to as "Declarant", Grantor.

WHEREAS, Declarant is the owner of certain property in the Town of Leesburg, State of Virginia, which is more particularly described as follows:

Lots 134 through 139, inclusive, SYCAMORE HILL, as duly dedicated, platted and recorded in a Deed of Dedication recorded in Deed Book 1452 at page 390 among the land records of Loudoun County, Virginia.

WHEREAS, Declarant intends that the property described above become subject to the Declaration of Covenants, Conditions and Restrictions for Sycamore Hill Homeowners Association, Inc., recorded on August 26, 1996, in Deed Book 1452 at page 401 among the land records of Loudoun County, hereinafter referred to as "Declaration".

NOW, THEREFORE, by rights established in Article IX of the said Declaration, the Declarant hereby declares that all of the property described herein, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration.

The Grantor has caused this instrument to be signed on the date described above.

BRE/Sycamore L.L.C.,  
a Delaware limited liability company

By: David W. Geiger

Name: DAVID W. GEIGER

Title: ASSISTANT TREASURER



STATE OF VIRGINIA:

CITY/COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 17 day of September, 1997, by David W. Geiger  
Assistant Treasurer of BRE/Sycamore L.L.C.

Alrena Cuyham  
Notary Public

My commission expires: 3-31-2000

SUPPLEMENTARY DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made as of this 18th day of AUGUST, 19 97, by BRE/Sycamore L.L.C., a Delaware limited liability company, hereinafter referred to as "Declarant", Grantor.

WHEREAS, Declarant is the owner of certain property in the Town of Leesburg, State of Virginia, which is more particularly described as follows:

Lots 398 through 405, inclusive, and 419 through 426 inclusive, SYCAMORE HILL, as duly dedicated, platted and recorded in a Deed of Dedication recorded in Deed Book 1493 at page 1449 among the land records of Loudoun County, Virginia.

WHEREAS, Declarant intends that the property described above become subject to the Declaration of Covenants, Conditions and Restrictions for Sycamore Hill Homeowners Association, Inc., recorded on August 26, 1996, in Deed Book 1452 at page 401 among the land records of Loudoun County, hereinafter referred to as "Declaration".

NOW, THEREFORE, by rights established in Article IX of the said Declaration, the Declarant hereby declares that all of the property described herein, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration.

The Grantor has caused this instrument to be signed on the date described above.

BRE/Sycamore L.L.C.,  
a Delaware limited liability company

By: David W. Geiger

Name: DAVID W. GEIGER

Title: ASSISTANT TREASURER

STATE OF VIRGINIA:

CITY/COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 1997, by David W. Beiger  
Assistant Treasurer of BRE/Sycamore L.L.C.

Althona Cluythorn  
Notary Public

My commission expires: 3-31-2000

SUPPLEMENTARY DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made as of this 30<sup>TH</sup> day of MAY, 19 97, by BRE / SYCAMORE L.L.C., a Delaware limited liability company, hereinafter referred to as "Declarant", Grantor.

WHEREAS, Declarant is the owner of certain property in the Town of Leesburg, State of Virginia, which is more particularly described as follows:

Lots 146 through 152, inclusive, and Lots 9 through 16, inclusive, SYCAMORE HILL, as duly dedicated, platted and recorded in a Deed of Dedication recorded in Deed Book 1452 at page 390 among the land records of Loudoun County, Virginia.

WHEREAS, Declarant intends that the property described above become subject to the Declaration of Covenants, Conditions and Restrictions for Sycamore Hill Homeowners Association, Inc., recorded on August 23, 1996, in Deed Book 1452 at page 401 among the land records of Loudoun County, hereinafter referred to as "Declaration".

NOW, THEREFORE, by rights established in Article IX of the said Declaration, the Declarant hereby declares that all of the property described herein, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration.

The Grantor has caused this instrument to be signed on the date described above.

BRE / SYCAMORE L.L.C., a  
Delaware limited liability company

By: Richard P. McCreary

Name: Richard P. McCreary

Title: V.P.

STATE OF VIRGINIA:  
CITY/COUNTY OF Fairfax \_\_\_\_\_:

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of  
May, 1997, by Richard P. McCracken  
\_\_\_\_\_ of BRE / SYCAMORE L.L.C.

Alicia C. Crawford  
\_\_\_\_\_  
Notary Public

My commission expires: 3-31-2000

13783

BK 1499PG 1039

SUPPLEMENTARY DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made as of this 9<sup>th</sup> day of May, 1997, by SYCAMORE HILL L.L.C., a Delaware limited liability company, hereinafter referred to as "Declarant", Grantor.

WHEREAS, Declarant is the owner of certain property in the Town of Leesburg, State of Virginia, which is more particularly described as follows:

Lots 412 through 418, SYCAMORE HILL, as duly dedicated, platted and recorded in a Deed of Dedication recorded in Deed Book 1493 at page 1449 among the land records of Loudoun County, Virginia.

WHEREAS, Declarant intends that the property described above become subject to the Declaration of Covenants, Conditions and Restrictions for Sycamore Hill Homeowners Association, Inc., recorded on August 23, 1996 in Deed Book 1452 page 401 among the land records of Loudoun County, hereinafter referred to as "Declaration".

NOW, THEREFORE, by rights established in Article IX of the said Declaration, the Declarant hereby declares that all of the property described herein, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration.

The Grantor has caused this instrument to be signed on the date described above.

SYCAMORE HILL L.L.C.

BY: Balfour Holdings, Inc., its manager

By: Ray F. Smith, Jr.  
Name: Ray F. Smith, Jr.  
Title: Division President

STEWART TITTE & ESCOFF, P.C.  
10505 Judicial Drive, Suite 200  
Fairfax, VA. 22030

LW

AA

BK1499PG1040

STATE OF VIRGINIA:

CITY/COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 9 day of May, 1997, by Ray E. Smith, of Balfour Holdings, Inc. Manager of Sycamore Hill, L.L.C.

Arthur C. [Signature]  
Notary Public

My commission expires: 3-31-2000

J:BALFOUR\6257\SUP.DEC

RECORDED/W/CERT ANNEXED  
97 MAY 15 PM 2: 17  
LOUISIANA CO. VA  
TESTE: William Kirk CLERK

13782

BK1499PG1037

SUPPLEMENTARY DECLARATION  
TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS SUPPLEMENTARY DECLARATION is made as of this 9th day of May, 1997, by SYCAMORE HILL L.L.C., a Delaware limited liability company, hereinafter referred to as "Declarant", and WASHINGTON HOMES, INC., Grantor.

WHEREAS, Washington Homes, Inc. is the owner of certain property in the Town of Leesburg, State of Virginia, which is more particularly described as follows:

Lots 1 through 8 and Lots 166 through 173, SYCAMORE HILL, as duly dedicated, platted and recorded in a Deed of Dedication recorded in Deed Book 1452 at page 390 among the land records of Loudoun County, Virginia.

WHEREAS, Washington Homes, Inc. with the consent of the Declarant intends that the property described above become subject to the Declaration of Covenants, Conditions and Restrictions for Sycamore Hill Homeowners Association, Inc., recorded by the Declarant on August 23 1996 in Deed Book 1452 at page 401 among the land records of Loudoun County, hereinafter referred to as "Declaration".

NOW, THEREFORE, by rights established in Article IX of the said Declaration, Washington Homes, Inc. with the consent of the Declarant hereby declares that all of the property described herein, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration.

The Declarant and Grantor has caused this instrument to be signed on the date described above.

SYCAMORE HILL L.L.C.

BY: Balfour Holdings, Inc., its manager

By: Ray E. Smith  
Name: Ray E. Smith, Jr.  
Title: Division President

3  
L  
STEWART TITLE & ESCROW, INC.  
10505 Judicial Drive, Suite 300  
Fairfax, VA, 22030

AA



BK1499PG1038

Washington Homes, Inc.

BY: Timothy M. Bates  
Name: Timothy H. Bates  
Title: Vice President

STATE OF VIRGINIA:

CITY/COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 9 day of May, 1997, by Ray E. Smith of Balfour Holdings, Inc. Manager of Sycamore Hill, L.L.C.

Alphona Clemmons  
Notary Public

My commission expires: 3-31-2000

STATE OF VIRGINIA:

CITY/COUNTY OF Prince William

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 1997, by Timothy M. Bates, Vice President of Washington Homes, Inc.

Darlene S. King  
Notary Public

My commission expires: June 30, 2000

J:\BALFOUR\6257ASUPP.DEC

RECORDED / INDEXED ANNEXED  
97 MAY 15 PM 2:17  
LOUISIANA, VA

# SYCAMORE HILL HOMEOWNER ASSOCIATION

## SPECIAL WARRANTY DEEDS

<u>DATED:</u>	RE:	<u>#</u>	<u>DEED BOOK</u>	<u>PAGES</u>
2/02/96	Parcel 2C, Phase II, Sec 2	04171	1452	1605
8/23/96	Parcel 1A & Parcel 1B Sec 1	23872	1452	0528

Prepared By  
Zalco Realty, Inc.  
Managing Agents



SPECIAL WARRANTY DEED

THIS DEED IS MADE as of this 2nd day of February, 1998, by and among BRE/SYCAMORE L.L.C., a Delaware limited liability company; Grantor; SYCAMORE HILL HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation, Grantee:

NOW, THEREFORE, THIS DEED WITNESSETH that for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, with SPECIAL WARRANTY, all that certain land situate and being in the Town of Leesburg, Virginia, and being more particularly described as follows:

Parcel "2-C", Phase II, Section 2, SYCAMORE HILL, as duly dedicated, platted and recorded in Deed Book 1547 at page 1223 among the land records of Loudoun County, Virginia.

This conveyance is made subject to the Declaration of Covenants, Conditions and Restrictions of Sycamore Hill Homeowners Association recorded in Deed Book 1452 at page 401 among the land records of Loudoun County, and any amendments thereto and to any other restrictions and conditions contained in the deeds forming the chain of title to the above described property.

WITNESS the following signature and seal.

BRE/SYCAMORE L.L.C., a Delaware limited liability company

By: [Signature]  
Name: Ray F. Smith Jr.  
Title: Division President

STATE OF Virginia  
COUNTY OF Fairfax : to-wit:

The foregoing instrument was acknowledged before me this 2nd day of February, 1998, by Ray F. Smith, Division President of BRE/SYCAMORE L.L.C.

[Signature]  
NOTARY PUBLIC.

My commission expires: 3-31-2000

JBALFOUR16257SPECDEED.4:

RECORDS MUST BE ANNEXED.

98 FEB -4 PM 1:33

A COPY  
Richard Kinn, Clerk

[Signature]  
Deputy Clerk

Conservators & Tax Exempt  
10505 Judicial Drive, Suite  
Fairfax, VA. 22030

Local, State, County, Marshall & Lobbey, P.C.  
Firm 14  
2A  
Arlington, VA 22201-6639

2/A

23872

BK 1452 PG 0528

SPECIAL WARRANTY DEED

THIS DEED IS MADE as of this 23 day of August, 1996, by and among SYCAMORE HILL L.L.C., a Delaware limited liability company, Grantor; SYCAMORE HILL HOMEOWNERS ASSOCIATION, INC., a Virginia non-stock corporation, Grantee:

NOW, THEREFORE, THIS DEED WITNESSETH that for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, with SPECIAL WARRANTY, all that certain land situate and being in the Town of Leesburg, Virginia, and being more particularly described as follows:

Parcel "1-A" and Parcel "1-B", Phase 1, Section 1, SYCAMORE HILL, as duly dedicated, platted and recorded in Deed Book 1452 at page 390 among the land records of Loudoun County, Virginia:

This conveyance is made subject to the Declaration of Covenants, Conditions and Restrictions of Sycamore Hill Homeowners Association recorded in Deed Book 1452 at page 401 among the land records of Loudoun County and to any other restrictions and conditions contained in the deeds forming the chain of title to the above described property.

WITNESS the following signature and seal.

SYCAMORE HILL L.L.C.  
By: Balfour Holdings Inc., its manager  
By: [Signature]  
Name: Ray F. Smith, Jr.  
Title: Division President

STATE OF VIRGINIA  
CITY/COUNTY OF Fairfax to-wit:

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 1996, by Ray F. Smith, Jr. of Sycamore Hill L.L.C.

[Signature]  
NOTARY PUBLIC

My commission expires: 08/31/2000

FBALFOUR6257SPEEDEED,  
8/7/96

RECORDED IN DEED INDEXED

TAX PAID

Sec. 58-54

Exempt

Reston, VA 20191  
T/M # 49 (22), Parcels A and A1



**SYCAMORE HILL  
HOMEOWNER ASSOCIATION**

**BARGAIN AND SALE DEED**

Prepared By  
Zalco Realty, Inc.  
Managing Agents





767 Fifth Avenue  
New York, NY 10153

BARGAIN AND SALE DEED

THIS DEED is made and entered into as of the 22<sup>nd</sup> day of May, 1997 by SYCAMORE HILL L.L.C., a Delaware limited liability company ("Grantor"), whose mailing address is c/o Balfour Holdings Inc., 520 Madison Avenue (40th Floor), New York, NY 10022, to BRE/Sycamore L.L.C., a Delaware limited liability company ("Grantee"), whose mailing address is c/o Blackstone Real Estate Advisors L.P., 345 Park Avenue, New York, New York 10154. Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their respective successors and assigns.

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT and CONVEY with special warranty or title unto Grantee:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate lying and being in the County of Loudoun, State of Virginia, as more particularly described on Schedule A attached hereto and by this reference made a part hereof (the "Real Property");

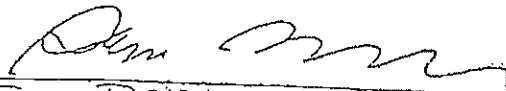
TOGETHER WITH all right, title and interest, if any, of Grantor in and to any streets and roads abutting the above described Real Property to the center lines thereof;

TOGETHER with the appurtenances and all estate and rights of Grantor in and to said Real Property;

TO HAVE and to hold the same unto the Grantee forever.

Grantor has duly executed this deed as of the date first above written.

SYCAMORE HILL L.L.C., a Delaware limited liability company

By:   
Name: Sam Belzberg, an individual  
Title: as manager

TA # \_\_\_\_\_  
RECORD AND RETURN TO:  
TITLE ASSOCIATES INC.  
430 PARK AVENUE  
NEW YORK, NY 10022  
ATT: L. E. BOES

STATE OF NY  
COUNTY OF NY

On this the 22<sup>nd</sup> day of May, 1997, before me,  
Stephanie Novick the undersigned Notary Public, personally  
appeared Sam Belzberg who acknowledged himself to be the  
manager of SYCAMORE HILL L.L.C., a limited liability  
company, and acknowledged that he signed his name on the  
foregoing instrument and that he, as such manager being  
authorized so to do, executed the foregoing instrument for the  
purposes therein contained, by signing the name of the  
corporation by himself as manager.

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

Stephanie Novick  
Notary Public

STEPHANIE NOVICK  
Notary Public, State of New York  
No. 01N05035998  
Qualified in New York County  
Commission Expires November 14, 1998