

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BROAD RUN OAKS

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of March 20, 2003 by and between **THE RYLAND GROUP, INC.**, a Maryland corporation, its successors and assigns (the "Owner"), Grantor; and **BROAD RUN OAKS HOMEOWNERS ASSOCIATION**, a Virginia non-stock corporation, its successors and assigns (the "Association"), Grantor.

RECITALS:

A. The Owner is the owner of Lots 41 through 50, inclusive, BROAD RUN OAKS, Section 3 ("**Lots 41-50**") as the same are duly subdivided, platted and recorded by instrument recorded as Instrument No. 2002-0703-0086010 among the Prince William County, Virginia land records (the "**Land Records**").

B. The Association is a Virginia non-stock corporation whose members are the owners of lots within the BROAD RUN OAKS subdivision.

C. Lots 41-50 are accessed by Douglas Fir Loop, a private street, a part of which is owned by the Association and parts of which are owned by each of the owners of Lots 41-50.

D. Lots 41-50 are subject to "Common Driveway Easements" created by instrument recorded as Instrument No. 2002-0703-0086010 among the Land Records, which, inter alia, obligates the owners of Lots 41-50 to pay for the cost of the reasonable repair, rebuilding, maintenance and snow removal of Douglas Fir Loop.

E. Lots 41-50 are also subject to the terms of the Declaration of Covenants, Conditions and Restrictions for BROAD RUN OAKS (the "**Declaration**") recorded as Instrument No. 2002-0208-0018812 among the Land Records.

F. The Owner and the Association desire and intend to subject Lots 41-50 to additional covenants for the payment to the Association of the amount necessary to fund the costs associated with the upkeep of Douglas Fir Loop.

G. All capitalized words and terms herein shall have the same meanings as given to such words and terms in the Declaration.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner, with the express concurrence of the Association, declares Lots 41-50 to be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, charges and liens set forth below, which are for the purpose of protecting the value and

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desirability of, and shall run with, Lots 41-50 and be binding on all parties having any right, title or interest in Lots 41-50 or any part thereof, their respective successors and assigns, and shall inure to the benefit of each owner thereof.

1. The owner of each of Lots 41-50 is deemed to covenant and agree to pay to the Association an annual "Driveway Maintenance Assessment" to fund the cost of the reasonable repair, rebuilding, maintenance and snow removal of Douglas Fir Loop. Such Driveway Maintenance Assessment shall be in addition to the owners' Annual Assessments and Special Assessments (if any) provided for in the Declaration. The Driveway Maintenance Assessment shall be collected with, and in addition to, the Association's Annual Assessment.

2. The Association shall establish and maintain a reserve fund for the maintenance, repair and replacement of Douglas Fir Loop by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board of Directors, which reserve fund shall be sufficient, in the sole opinion of the Board of Directors, to accommodate such future maintenance, repair and replacement and which shall be a component of the Driveway Maintenance Assessment. The reserve for replacement of Douglas Fir Loop may be expended only for the purpose of effecting the replacement of Douglas Fir Loop, major repairs to, replacement and maintenance of Douglas Fir Loop.

3. The Board of Directors of the Association shall establish such Driveway Maintenance Assessment when establishing the Association's Annual Assessment, and shall send notice to the owners of Lots 41-50 in the same manner it sends notice of any Annual Assessment.

4. Each such Driveway Maintenance Assessment, together with interest, late fees, costs of collection, and reasonable attorneys' fees, as provided in the Declaration, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such Driveway Maintenance Assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment fell due and shall not be the personal obligation of a successor in interest unless expressly assumed by such successor.

5. In the event of non-payment of a Driveway Maintenance Assessment, the Association shall have all the remedies it has for the non-payment of any Assessment, and shall follow the same procedures in enforcing its payment.

[SIGNATURE PAGE FOLLOWS]



WITNESS the following signatures and seals:

THE RYLAND GROUP, INC.
a Maryland corporation

By: [Signature] (SEAL)
Name: John Dec
Title: Assistant Vice President

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 26 day
March, 2003 by John Dec as Assistant Vice President of
The Ryland Group, Inc.

[Signature]
Notary Public

My commission expires: 8/31/04

BROAD RUN OAKS HOMEOWNERS
ASSOCIATION
a Virginia non-stock corporation

By: [Signature] (SEAL)
Name: Robert Wessel
Title: President

COMMONWEALTH OF VIRGINIA,
COUNTY OF PRINCE WILLIAM, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 20th day
of March, 2003 by Robert Wessel as President of
Broad Run Oaks Homeowners Association.

[Signature]
Notary Public

My commission expires: March 31, 2006

RECORDATION COVER SHEET

PLAT IS RECORDED AS
INSTR. #2002 12090159172

TYPE OF INSTRUMENT: Deed of Subdivision

DATE OF INSTRUMENT: July 22, 2002

NAME OF GRANTOR: RICHMOND AMERICAN HOMES OF VIRGINIA, INC.

NAMES OF GRANTEEES:
1) BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA
2) PRINCE WILLIAM COUNTY SERVICE AUTHORITY
3) BROAD RUN OAKS HOMEOWNERS ASSOCIATION

COUNTY WHERE PROPERTY LOCATED: Prince William

BRIEF DESCRIPTION OF PROPERTY: BROAD RUN OAKS, Section 4

WHERE PROPERTY ACQUIRED: Instrument Number 2001-0719-0071885

PLAT ATTACHED: Plat #1558-C-RP-002
Prepared by Bowman Consulting Group

G.P.I.N. NO.: 7396-79-2970

COUNTY FILE NOs.: Project #10520, Plan #02-0084-R00

PREPARED BY: Sara Towery O'Hara, Esq.
CULBERT & O'HARA, PLC
450 W. Broad Street, Suite 305
Falls Church, Virginia 22046

RETURN TO: GARDNER TITLE AND ESCROW, INC.
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DEED OF SUBDIVISION

THIS DEED OF SUBDIVISION is made as of July 22, 2002 by and between RICHMOND AMERICAN HOMES OF VIRGINIA, INC., a Virginia corporation, its successors and assigns (the "**Owner**"), Grantor; the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, a body corporate and politic, its successors and assigns (the "**County**"), Grantee; the PRINCE WILLIAM COUNTY SERVICE AUTHORITY, its successors and assigns (the "**Authority**"), Grantee; and BROAD RUN OAKS HOMEOWNERS ASSOCIATION, its successors and assigns (the "**Association**"), Grantee.

RECITALS:

A. The Owner is the owner of approximately 38.48370 acres of land (the "**Property**") located in Prince William County, Virginia (currently G.P.I.N. 7396-79-2970) shown on the plat entitled "RECORD PLAT, SECTION 4, BROAD RUN OAKS" (1558-C-RP-002) (Pr. Wm. Co. Project #10520, Plan #02-00084-R00, Broad Run Oaks), prepared by Bowman Consulting Group and dated June 1, 2001, which is attached hereto and incorporated herein by reference (the "**Plat**"), having acquired the Property by deed recorded as Instrument Number 2001-0719-0071885 among the land records of Prince William County, Virginia (the "**Land Records**").

B. It is the desire and intent of the Owner to subdivide the Property into lots and parcels and to dedicate to public use the streets and thoroughfares as shown on the Plat.

C. It is the desire and intent of the Owner to grant and convey unto the County and the Authority the easements in the locations shown on the Plat and as hereinafter provided.

D. It is the desire and intent of the Owner to establish the buffer areas in the locations shown on the Plat.

E. It is the desire and intent of the Owner to establish and create ingress and egress easements for driveway use in the location shown on the Plat and as hereinafter provided.

F. It is the desire and intent of the Owner to provide for the preservation of the values of the community, and to this end the Owner wishes to subject the Property to the Declaration of Covenants, Conditions and Restrictions recorded as Instrument Number 2002-0208-0018812 among the Land Records and incorporated herein by reference (the "**Declaration**"), it being intended that the easements, covenants, restrictions and conditions shall run with said real property and shall be binding on all persons or entities having or acquiring any right, title or interest in the Property or any part thereof, and shall insure to the benefit of each owner thereof.

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G. It is the desire and intent of the Owner to grant and convey **Parcels A, B, C, D and E** unto the Association.

H. The Property is not subject to the lien of a deed of trust.

SUBDIVISION

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner subdivides the Property to be known as **Lots 1 through 116 and Parcels A, B, C, D and E , BROAD RUN OAKS, Section 4**, as more particularly shown and described on the Plat.

STREET DEDICATION

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner conveys in fee simple, with Special Warranty of Title to the County, its successors and assigns, that portion of the Property containing 6.52656 acres of land labeled on the Plat as "HEREBY DEDICATED FOR PUBLIC STREET PURPOSES", and hereby dedicates the same for public street purposes.

COUNTY EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the County the following easements as set forth on the Plat:

A. **Storm drainage easements.** These easements shall run with the land and are for the purpose of constructing, operating, maintaining, adding to or altering present or future storm drainage lines or other drainage facilities, plus necessary inlet structures, including other appurtenant facilities, for the transmission and distribution of stormwaters through, upon and across the Property. These easements shall grant to the appropriate Prince William County authorities the right to enter upon the property which is the subject of these easements for the purpose of inspecting, maintaining or replacing any storm water management apparatus or facility which is installed upon or beneath the land which is the subject of this easement.

B. **Sight distance easements.** The sight distance easements shall run with the land and shall prohibit the Owner or any subsequent owner of the property which is the subject of the easement from maintaining or allowing to exist on the property which is the subject of the easement or to hang over the property which is the subject of the easement, any tree, shrub or any form of plant life (with the exception of regularly mowed

grass), monument, stature, ornament, sign, parked vehicle or any object which could obstruct the view of any vehicle proceeding on any adjacent right-of-way as said rights-of-way are delineated on the Plat. These easements shall allow but shall not require the appropriate authorities of Prince William County to enter upon and inspect the property for conformity herewith and to prune or remove any plant life or remove any object which is located upon or which hangs over the property which is the subject of the easement.

C. **Ingress and egress easements** in the locations shown on the Plat and over and across **Parcels A, B, C, D and E**. Within said easements, the County shall have the right of access for County and other emergency vehicles. Said easements shall not constitute a public road or right-of-way and shall be used only for the aforementioned reasons. Said easements shall be permanent and shall run with the land.

The above stated easements are subject to the following conditions, as applicable:

1. All appurtenant facilities which shall be installed in the easements and rights-of-way shall be and remain the property of the County, its successors and assigns.
2. The County and its agents shall have full and free use of said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements including the right of access to and from the rights-of-way, and right to use abutting land adjoining the easements where necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such abutting land.
3. The County and its agents shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said easements; provided, however, that the County, at its own expense, shall restore as nearly as possible, the premises to their original condition. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseedling and resodding of lawns and pasture areas, but not the replacement of structures, trees or other obstructions.
4. The Owner reserves the right to make any use of the easements herein granted provided such use does not interfere with the flows of the natural storm drainage or adversely affect other properties, or interfere with the use of said easements by the County for the purposes named, or be inconsistent with any other right herein conveyed; and further provided that the Owner shall not erect

any building, fence or other structure in the easements without obtaining the prior written approval of the County.

5. The County shall maintain drainage, storm water management and best management practices facilities and systems to ensure that they function properly. The County shall not be responsible for repaving or resurfacing paved areas or maintaining landscaping within easements. The fee title owner shall be responsible for grass mowing with reasonable frequency, if applicable, and for the removal of debris and other matter that has impeded or threatens to impede the free flow of storm water. The fee title owner shall notify the Department of Public Works of any defects with the structures, pipes and fencing within the easement, or any debris or other matter which is beyond the ability of the owner to remove, and of any excessive flooding, sedimentation or soil erosion within the area of easement.

6. The owner of the fee title to the Property shall be responsible for maintenance of the sight distance easements granted to the County.

BUFFER AREAS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner creates and reserves unto itself all those buffer areas in the locations shown on the Plat. The owner of property within a buffer area shall be responsible for the maintenance of all landscaping and screening, including the replacement of dead or dying plant materials and the upkeep of any berms or fences. Moreover, the Owner agrees for itself and for its successors in title, that no improvements or structures may be constructed within a buffer area without the express authorization of the County. Land designated as a buffer area shall be landscaped and may only be used for structures, uses or other facilities in accordance with the requirements of the Prince William County Ordinances.

SERVICE AUTHORITY EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner grants and conveys unto the Service Authority, with special warranty of title, those certain permanent sanitary sewer and waterline easements of the dimensions and in the locations as are set forth more particularly on the Plat.

The foregoing permanent sanitary sewer and waterline easements are collectively referred to herein as the "Easements". The permanent Easements herein conveyed shall be appurtenant to the Owner's land over which they run, and grant to the Service Authority the perpetual right to install and maintain sanitary sewer and

water lines, including the right to go on, over and upon the said permanent Easements for the purpose of installing, maintaining, repairing and replacing the same as needed. In addition to the foregoing grant, the Owner grants unto the Service Authority, during the initial period of construction of said lines, and during any subsequent period in which maintenance, repair or reconstruction thereof may be necessary, the right and privilege of using such land abutting on the said Easements for the purpose of placing thereon dirt, rock and other material excavated from the said Easements, and for the purpose of bringing upon the said Easements such machinery, pipe and equipment as may be necessary therefor, but in a manner as shall occasion the least practicable damage and inconvenience to the Owner.

The Owner shall retain the right to use the land subject to the Easements acquired herein in any manner which shall not interfere with the use and enjoyment of said rights by the Service Authority. The Owner shall at all times have the right to cross over and upon the said Easements and to use the surface over the Easements in such a manner as will neither injure nor interfere with the construction, operation or maintenance of the sanitary sewer or water lines, except that the ground surface elevation shall not be changed and no building, fence or other structure shall be erected over said permanent Easements unless by mutual consent in writing of the Owner and the Service Authority or their successors. The Owner shall have the right to use, occupy and improve the land occupied by said permanent Easements for roads, driveways or parking facilities or to plant shrubs or vegetation thereon, with the exception of trees.

For the purpose of inspecting, maintaining, constructing or operating its sewer and water lines, the Service Authority shall have the right of ingress and egress to and from its Easements over such private roads as may now or hereafter exist on the property of the Owner. Any damages to such private roads resulting from such use shall be repaired by the Service Authority at its expense. The right, however, is reserved to the Owner to shift, relocate, close or abandon private roads at any time. If there are no public or private roads reasonably convenient to the Easements, the Service Authority shall have the right of ingress and egress over the property of the Owner lying between public or private roads and the Easements, which is to be exercised in such a manner as shall occasion the least practicable damage and inconvenience to the Owner. The Service Authority shall be liable for all damages resulting from its exercise of the right of ingress and egress.

Whenever the enjoyment of its rights hereunder requires the Service Authority to disturb the surface of the ground, the Service Authority will proceed diligently with any work necessary, will promptly conclude such work, and immediately thereafter restore the same insofar as practicable to its condition prior to being so disturbed or to the mutual satisfaction of both the Owner and the Service Authority at no expense to the Owner.

The consideration hereinabove mentioned is paid by the Service Authority and accepted by the Owner as full and total payment for all damages to shrubbery or other obstructions within the Easements, for all trees outside the Easements trimmed or felled during the initial construction of the Service Authority's facilities, and for all other rights and privileges hereinabove set forth.

The Owner covenants that it is seized of and has the right to convey the said Easements and to grant rights and privileges appurtenant thereto; that the Service Authority shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easements; and that the Owner shall execute such further assurances thereof as may be required.

Nevertheless, notwithstanding anything to the contrary set forth in this grant of easement, the Owner hereby confirms, for itself and its successors and assigns in title to the Property, that all sanitary laterals, or portions of laterals, located outside of the state road right-of-way shall be owned, maintained and repaired by the property owner.

The Service Authority joins in the execution of this instrument to acknowledge its consent to the terms and conditions herein expressed and its acceptance of the Easements herein conveyed.

COMMON DRIVEWAY EASEMENTS

THIS DEED FURTHER WITNESSETH, that the Owner creates and establishes easements for ingress and egress over and across the Property (driveway easements) for the benefit of the individual lots served thereby, as more particularly bounded and described on the Plat as "INGRESS-EGRESS EASEMENT", subject to the following covenants and conditions which shall run with the land:

1. "Driveways", as referred to herein, shall mean the area within the easements for ingress and egress as more particularly bounded and described on the Plat.
2. Driveways shall be used exclusively for the purpose of ingress and egress to the individual lots served thereby and there shall be no parking within the Driveways at any time except for delivery and/or emergency vehicles.
3. The cost of the reasonable repair, rebuilding, maintenance and snow removal of the Driveways shall be shared by the owners of the lots served by the Driveway equally, irrespective of whether one owner may make greater use of the Driveway. Any owner who uses a Driveway may make reasonable repairs, rebuild, and provide for maintenance and snow removal, and if the other owners thereafter make use of the Driveway, they shall contribute equally to the cost of the maintenance, rebuilding, repair and snow removal.

4. No acts shall be performed by any owner of a lot, its tenants, guests or agents, which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other owner in and to the Driveway or such owner's lot.

5. In the event that any Driveway is damaged or destroyed through the act of any owner, its tenants, guests or agents, it shall be the obligation of that owner to rebuild and repair the Driveway without cost to the other owners of the lots served by the Driveway.

6. In the event of any dispute arising concerning the use, repair and maintenance of the Driveways as set forth herein which cannot be resolved by the owners of the lots served thereby, such dispute shall be resolved by the Association in the manner prescribed by the Association's Board of Directors.

SUPPLEMENTARY DECLARATION

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner declares the real property described in this Deed of Subdivision and designated as **Lots 1 through 116 and Parcels A, B, C, D and E**, to be held, transferred, sold, conveyed and occupied subject to the Declaration which is for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

CONVEYANCE

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys **Parcels A, B, C, D and E**, in fee simple unto the Association, with Special Warranty of Title.

THESE CONVEYANCES ARE MADE SUBJECT TO all restrictions, rights-of-way, easements and conditions contained in the deeds forming the chain of title to this property.

THIS DEED OF SUBDIVISION is made with the Owner's free consent and in accordance with its desires, and in accordance with the statutes of Virginia governing the platting of the land; the Plat having been duly approved by the proper authorities of Prince William County, Virginia, as evidenced by its endorsement thereon.

By their signatures hereto, all parties join in the execution of this Deed to acknowledge their consent to their terms and conditions herein expressed and their acceptance to the rights of way herein conveyed.

The Authority joins in the execution of this Deed to accept the easements as contained herein.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals:

RICHMOND AMERICAN HOMES OF VIRGINIA, INC.
a Virginia corporation

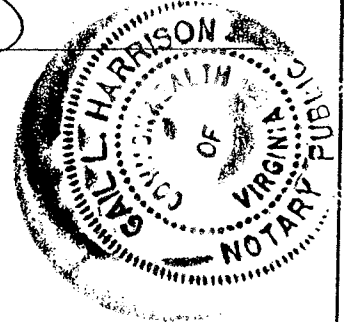
By: *Steven M. Massie* (SEAL)
Name: Steven M. Massie
Title: Vice President Land, South Division

COMMONWEALTH OF VIRGINIA,
COUNTY OF PRINCE WILLIAM, to-wit:

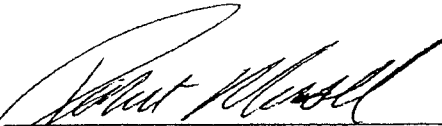
The foregoing instrument was acknowledged and sworn to before me this 22 day
of July, 2002 by Steven M. Massie as Vice President Land of
Richmond American Homes of Virginia, Inc.

Edil L. Harrison
Notary Public

My commission expires: 31 May 2003

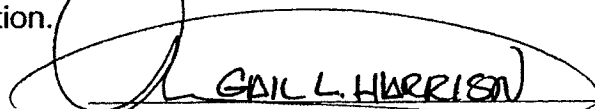


BROAD RUN OAKS HOMEOWNERS ASSOCIATION
a Virginia non-stock corporation

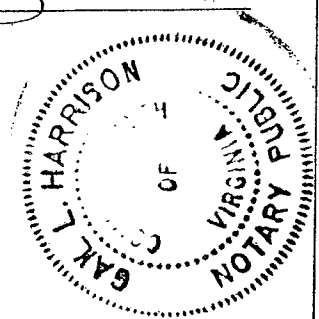
By:  (SEAL)
Name: Robert C. Wessel
Title: Vice President

COMMONWEALTH OF VIRGINIA,
COUNTY OF PRINCE WILLIAM, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 22 day
of July, 2002 by Robert C. Wessel as President of Broad Run
Oaks Homeowners Association.


Notary Public

My commission expires: 31 May 2003



PRINCE WILLIAM COUNTY SERVICE AUTHORITY

By: _____ (SEAL)

Name: John W. Slope

Title: General Manager

COMMONWEALTH OF VIRGINIA,
COUNTY OF PRINCE WILLIAM, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 3rd day
of December, 2002 by John W. Slope as
General Manager of the Prince William County Service Authority.

Cheryl Ann Kelly
Notary Public

My commission expires: Oct. 31, 2006

ACCEPTED PER VIRGINIA CODE SECTION
15.2-1803

THE BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

By: Talmadge L. Kitchens (SEAL)
ASST. Chief of Division of Land Permitting
Services, Designee Director of Planning,
its authorized agent

COMMONWEALTH OF VIRGINIA,
COUNTY OF PRINCE WILLIAM, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 5 day
of AUGUST, 2002 by TALMADGE L. KITCHENS ASST. Chief of
Division of Land Permitting Services, Office of Planning, Prince William County, Virginia.

W. Watson
Notary Public

My commission expires: 7/31/05

FORM APPROVED PER VIRGINIA CODE SECTION 15.2-1803:

M. G. [Signature]
(Assistant) County Attorney

8/2/02
Date



DEED OF SUBDIVISION

THIS DEED OF SUBDIVISION is made as of May 7, 2002 by and between THE RYLAND GROUP, INC., a Virginia corporation, its successors and assigns (the "**Owner**"), Grantor and Grantee; the BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, a body corporate and politic, its successors and assigns (the "**County**"), Grantor and Grantee; the PRINCE WILLIAM COUNTY SERVICE AUTHORITY, its successors and assigns (the "**Authority**"), Grantor and Grantee; and BROAD RUN OAKS HOMEOWNERS ASSOCIATION, its successors and assigns (the "**Association**"), Grantee.

RECITALS:

A. The Owner is the owner of approximately 43.96344 acres of land (the "**Property**") located in Prince William County, Virginia (currently G.P.I.N. 7396-56-4242) and shown on the plat entitled "SUBDIVISION/EASEMENT PLAT, BROAD RUN OAKS, SECTION 3" (MAN.RP-1114) (Project #10520, Plan #02-00079-R00), prepared by Dewberry & Davis LLC and dated August 15, 2001, which is attached hereto and incorporated herein by reference (the "**Plat**"), having acquired the Property by deed recorded as Instrument Number 2001-0702-0066419 among the land records of Prince William County, Virginia (the "**Land Records**").

B. It is the desire and intent of the Owner to subdivide the Property into lots and parcels and to dedicate to public use the streets and thoroughfares as shown on the Plat.

C. It is the desire and intent of the Owner to grant and convey unto the County and the Authority the easements in the locations shown on the Plat and as hereinafter provided.

D. It is the desire and intent of the Owner to establish the buffer areas in the locations shown on the Plat.

E. It is the desire and intent of the Owner to establish and create ingress and egress easements for driveway use in the location shown on the Plat and as hereinafter provided.

F. It is the desire and intent of the Owner, with the consent of the County, and the Authority, to vacate the easements in the locations shown on the Plat and as hereinafter provided.

G. It is the desire and intent of the Owner to provide for the preservation of the values of the community, and to this end the Owner wishes to subject the Property to the Declaration of Covenants, Conditions and Restrictions recorded as Instrument Number 2002-0208-0018812 and incorporated herein by reference (the "**Declaration**"), it being intended that the easements, covenants, restrictions and conditions shall run with said

PLAT IS RECORDED AS

INSTR. #2002 07030086010

CULBERT & O'HARA, PLC
30-C Catoclin Circle, S. E.
Leesburg, Virginia 20175

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real property and shall be binding on all persons or entities having or acquiring any right, title or interest in the Property or any part thereof, and shall insure to the benefit of each owner thereof.

H. It is the desire and intent of the Owner to grant and convey **Parcels A, B, C, D and E** unto the Association.

I. The Property is not subject to the lien of a deed of trust.

SUBDIVISION

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner subdivides the Property to be known as **Lots 1 through 114 and Parcels A, B, C, D and E , BROAD RUN OAKS, Section 3**, as more particularly shown and described on the Plat.

STREET DEDICATION

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner conveys in fee simple, with Special Warranty of Title to the County, its successors and assigns, that portion of the Property containing 5.94229 acres of land labeled on the Plat as "HEREBY DEDICATED FOR PUBLIC STREET PURPOSES", and hereby dedicates the same for public street purposes.

The Owner agrees to indemnify and hold the County harmless for any and all liability resulting from the presence of hazardous materials in the land so conveyed and dedicated, including any liability under the Comprehensive Environmental Response and Liability Act as amended at the time the County is charged with such liability.

COUNTY EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys unto the County the following easements as said easements are set forth on the Plat:

A. **Storm drainage easements.** These easements shall run with the land and are for the purpose of constructing, operating, maintaining, adding to or altering present or future storm drainage lines or other drainage facilities, plus necessary inlet structures, including other appurtenant facilities, for the transmission and distribution of stormwaters through, upon and across the Property. These easements shall grant to the appropriate Prince William County authorities the right to enter upon the property which is the subject of these easements for the purpose of inspecting, maintaining or replacing any storm

water management apparatus or facility which is installed upon or beneath the land which is the subject of this easement.

B. **Storm water management access easements.** Said easement shall be for the purpose of providing ingress and egress to the storm water management facility and shall not constitute a public road or right-of-way.

C. **Sight distance easements.** The sight distance easements shall run with the land and shall prohibit the Owner or any subsequent owner of the property which is the subject of the easement from maintaining or allowing to exist on the property which is the subject of the easement or to hang over the property which is the subject of the easement, any tree, shrub or any form of plant life (with the exception of regularly mowed grass), monument, stature, ornament, sign, parked vehicle or any object which could obstruct the view of any vehicle proceeding on any adjacent right-of-way as said rights-of-way are delineated on the Plat. These easements shall allow but shall not require the appropriate authorities of Prince William County to enter upon and inspect the property for conformity herewith and to prune or remove any plant life or remove any object which is located upon or which hangs over the property which is the subject of the easement.

D. **Ingress and egress easements** in the locations shown on the Plat and over and across **Parcels A, B, C, D and E.** Within said easements, the County shall have the right of access for County and other emergency vehicles. Said easements shall not constitute a public road or right-of-way and shall be used only for the aforementioned reasons. Said easements shall be permanent and shall run with the land.

E. **Temporary construction easements.** Said easements shall allow the County to enter upon the property which is the subject of the easements for construction, grading, filling, removal or deposit of earth and debris and other activities relative to the construction of roadways on property adjacent to the said easements.

The above stated easements are subject to the following conditions, as applicable:

1. All appurtenant facilities which shall be installed in the easements and rights-of-way shall be and remain the property of the County, its successors and assigns.
2. The County and its agents shall have full and free use of said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements including the right of access to and from the rights-of-way, and right to use abutting land adjoining the easements where necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such abutting land.

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

4. The Owner reserves the right to make any use of the easements herein granted provided such use does not interfere with the flows of the natural storm drainage or adversely affect other properties, or interfere with the use of said easements by the County for the purposes named, or be inconsistent with any other right herein conveyed; and further provided that the Owner shall not erect any building, fence or other structure in the easements without obtaining the prior written approval of the County.

5. The County shall maintain drainage, storm water management and best management practices facilities and systems to ensure that they function properly. The County shall not be responsible for repaving or resurfacing paved areas or maintaining landscaping within easements. The fee title owner shall be responsible for grass mowing with reasonable frequency, if applicable, and for the removal of debris and other matter that has impeded or threatens to impede the free flow of storm water. The fee title owner shall notify the Department of Public Works of any defects with the structures, pipes and fencing within the easement, or any debris or other matter which is beyond the ability of the owner to remove, and of any excessive flooding, sedimentation or soil erosion within the area of easement.

6. The owner of the fee title to the Property shall be responsible for maintenance of the sight distance easements granted to the County.

BUFFER AREAS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner creates and reserves unto itself all those buffer areas in the locations shown on the Plat. The owner of property within a buffer area shall be responsible for the maintenance of all landscaping and screening, including the replacement of dead or dying plant materials and the upkeep of any berms or fences. Moreover, the Owner agrees for itself and for its successors in title, that no improvements or structures may be constructed within a buffer area without the express authorization of the County. Land designated as a buffer area shall be landscaped and may only be used

for structures, uses or other facilities in accordance with the requirements of the Prince William County Ordinances.

SERVICE AUTHORITY EASEMENTS

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner grants and conveys unto the Service Authority, with special warranty of title, those certain permanent sanitary sewer and waterline easements of the dimensions and in the locations as are set forth more particularly on the Plat.

The foregoing permanent sanitary sewer and waterline easements are collectively referred to herein as the "Easements". The permanent Easements herein conveyed shall be appurtenant to the Owner's land over which they run, and grant to the Service Authority the perpetual right to install and maintain sanitary sewer and water lines, including the right to go on, over and upon the said permanent Easements for the purpose of installing, maintaining, repairing and replacing the same as needed. In addition to the foregoing grant, the Owner grants unto the Service Authority, during the initial period of construction of said lines, and during any subsequent period in which maintenance, repair or reconstruction thereof may be necessary, the right and privilege of using such land abutting on the said Easements for the purpose of placing thereon dirt, rock and other material excavated from the said Easements, and for the purpose of bringing upon the said Easements such machinery, pipe and equipment as may be necessary therefor, but in a manner as shall occasion the least practicable damage and inconvenience to the Owner.

The Owner shall retain the right to use the land subject to the Easements acquired herein in any manner which shall not interfere with the use and enjoyment of said rights by the Service Authority. The Owner shall at all times have the right to cross over and upon the said Easements and to use the surface over the Easements in such a manner as will neither injure nor interfere with the construction, operation or maintenance of the sanitary sewer or water lines, except that the ground surface elevation shall not be changed and no building, fence or other structure shall be erected over said permanent Easements unless by mutual consent in writing of the Owner and the Service Authority or their successors. The Owner shall have the right to use, occupy and improve the land occupied by said permanent Easements for roads, driveways or parking facilities or to plant shrubs or vegetation thereon, with the exception of trees.

For the purpose of inspecting, maintaining, constructing or operating its sewer and water lines, the Service Authority shall have the right of ingress and egress to and from its Easements over such private roads as may now or hereafter exist on the property of the Owner. Any damages to such private roads resulting from such use shall be repaired by the Service Authority at its expense. The right, however, is

reserved to the Owner to shift, relocate, close or abandon private roads at any time. If there are no public or private roads reasonably convenient to the Easements, the Service Authority shall have the right of ingress and egress over the property of the Owner lying between public or private roads and the Easements, which is to be exercised in such a manner as shall occasion the least practicable damage and inconvenience to the Owner. The Service Authority shall be liable for all damages resulting from its exercise of the right of ingress and egress.

Whenever the enjoyment of its rights hereunder requires the Service Authority to disturb the surface of the ground, the Service Authority will proceed diligently with any work necessary, will promptly conclude such work, and immediately thereafter restore the same insofar as practicable to its condition prior to being so disturbed or to the mutual satisfaction of both the Owner and the Service Authority at no expense to the Owner.

The consideration hereinabove mentioned is paid by the Service Authority and accepted by the Owner as full and total payment for all damages to shrubbery or other obstructions within the Easements, for all trees outside the Easements trimmed or felled during the initial construction of the Service Authority's facilities, and for all other rights and privileges hereinabove set forth.

The Owner covenants that it is seized of and has the right to convey the said Easements and to grant rights and privileges appurtenant thereto; that the Service Authority shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easements; and that the Owner shall execute such further assurances thereof as may be required.

Nevertheless, notwithstanding anything to the contrary set forth in this grant of easement, the Owner hereby confirms, for itself and its successors and assigns in title to the Property, that all sanitary laterals, or portions of laterals, located outside of the state road right-of-way shall be owned, maintained and repaired by the property owner.

The Service Authority joins in the execution of this instrument to acknowledge its consent to the terms and conditions herein expressed and its acceptance of the Easements herein conveyed.

COMMON DRIVEWAY EASEMENTS

THIS DEED FURTHER WITNESSETH, that the Owner creates and establishes easements for ingress and egress over and across the Property (driveway easements) for the benefit of the individual lots served thereby, as more particularly bounded and described on the Plat as "DOUGLAS FIR LOOP, 42' INGRESS - EGRESS ESM'T.", subject to the following covenants and conditions which shall run with the land:

1. "Driveways", as referred to herein, shall mean the area within the easements for ingress and egress as more particularly bounded and described on the Plat.
2. Driveways shall be used exclusively for the purpose of ingress and egress to the individual lots served thereby and there shall be no parking within the Driveways at any time except in the designated spaces and except for delivery and/or emergency vehicles.
3. The cost of the reasonable repair, rebuilding, maintenance and snow removal of the Driveways shall be shared by the owners of the lots served by the Driveway equally, irrespective of whether one owner may make greater use of the Driveway. Any owner who uses a Driveway may make reasonable repairs, rebuild, and provide for maintenance and snow removal, and if the other owners thereafter make use of the Driveway, they shall contribute equally to the cost of the maintenance, rebuilding, repair and snow removal.
4. No acts shall be performed by any owner of a lot, its tenants, guests or agents, which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other owner in and to the Driveway or such owner's lot.
5. In the event that any Driveway is damaged or destroyed through the act of any owner, its tenants, guests or agents, it shall be the obligation of that owner to rebuild and repair the Driveway without cost to the other owners of the lots served by the Driveway.
6. In the event of any dispute arising concerning the use, repair and maintenance of the Driveways as set forth herein which cannot be resolved by the owners of the lots served thereby, such dispute shall be resolved by the Association in the manner prescribed by the Association's Board of Directors.

VACATION OF COUNTY EASEMENTS

THIS DEED FURTHER WITNESSETH, that the Owner, with the consent of the County, hereby vacates those portions of the existing storm drain easements recorded as Instrument 2002-0604-0071641, the storm water management easement recorded as Instrument 2002-0604-0071641, and the sight distance easement recorded as Instrument 2002-0614-0076863, all labeled on the Plat as "HEREBY VACATED".

VACATION OF AUTHORITY EASEMENTS

THIS DEED FURTHER WITNESSETH, that the Authority hereby vacates those portions of the existing sanitary sewer easements recorded as Instrument 2002-0604-0071641 and the waterline easements recorded as Instrument 2002-0604-0071641, labeled on the Plat as "HEREBY VACATED".

SUPPLEMENTARY DECLARATION

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner declares the real property described in this Deed of Subdivision and designated as **Lots 1 through 114 and Parcels A, B, C, D and E**, to be held, transferred, sold, conveyed and occupied subject to the Declaration which is for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

CONVEYANCE

THIS DEED FURTHER WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner grants and conveys **Parcels A, B, C, D and E**, in fee simple unto the Association, with Special Warranty of Title.

THESE CONVEYANCES ARE MADE SUBJECT TO all restrictions, rights-of-way, easements and conditions contained in the deeds forming the chain of title to this property.

THIS DEED OF SUBDIVISION is made with the Owner's free consent and in accordance with its desires, and in accordance with the statutes of Virginia governing the platting of the land; the Plat having been duly approved by the proper authorities of Prince William County, Virginia, as evidenced by its endorsement thereon.

By their signatures hereto, all parties join in the execution of this Deed to acknowledge their consent to their terms and conditions herein expressed and their acceptance to the rights of way herein conveyed.


The Authority joins in the execution of this Deed to accept the easements and consent to the vacations as contained herein.

[SIGNATURE PAGES FOLLOW]



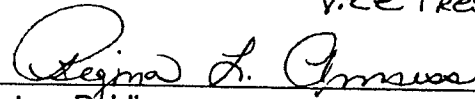
WITNESS the following signatures and seals:

THE RYLAND GROUP, INC.
a Maryland corporation

By:  (SEAL)
Name: JOHN DEC
Title: ASSISTANT VICE PRESIDENT

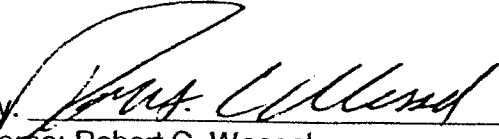
COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 7 day
of MAY, 2002 by John Dec as ASSISTANT of
The Ryland Group, Inc. Vice President


Notary Public

My commission expires: 8/31/04

BROAD RUN OAKS HOMEOWNERS
ASSOCIATION
a Virginia non-stock corporation

By:  (SEAL)
Name: Robert C. Wessel
Title: President

COMMONWEALTH OF VIRGINIA,
COUNTY OF PRINCE WILLIAM, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 7th day
of May, 2002 by Robert C. Wessel as President of Broad Run
Oaks Homeowners Association.


Notary Public

My commission expires: 2/28/2005

PRINCE WILLIAM COUNTY SERVICE
AUTHORITY

By: [Signature] (SEAL)
Name: John W. Sloper
Title: General Manager

COMMONWEALTH OF VIRGINIA,
COUNTY OF PRINCE WILLIAM, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 8th day
of May, 2002 by John W. Sloper
General Manager of the Prince William County Service Authority.

[Signature]
Notary Public

My commission expires: Oct. 31, 2002

ACCEPTED PER VIRGINIA CODE SECTION
15.2-1803 AND VACATION CONSENTED TO
PER VIRGINIA CODE SECTION 15.2-2270

THE BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

By: Talmadge C. Kitchens (SEAL)
ASST Chief of Division of Land Permitting
Services, Designee Director of Planning,
its authorized agent

COMMONWEALTH OF VIRGINIA,
COUNTY OF PRINCE WILLIAM, to-wit:

The foregoing instrument was acknowledged and sworn to before me this 22 day
of MAY, 2002 by TALMADGE C. KITCHENS (ASST.) Chief of
Division of Land Permitting Services, Office of Planning, Prince William County, Virginia.

W. Watson
Notary Public

My commission expires: 7/31/05

FORM APPROVED PER VIRGINIA CODE SECTION 15.2-1803:

M. Jones
(Assistant) County Attorney

5/21/02
Date

Sto\Ryland\Broad Run Oaks\Deed of Sub Sec 3 (05/06/02)