

THIS DEED OF SUBDIVISION, DEDICATION AND IMPOSITION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and entered into this 31<sup>st</sup> day of July, 2001, by and between SYG ASSOCIATES, INC., a Virginia corporation, party of the first part, hereinafter sometimes referred to as "Declarant"; and the COUNTY OF FAUQUIER, a body politic, party of the second part.

WITNESSETH:

WHEREAS, it is the desire of the party of the "first part to subdivide a certain tract of land situate in Marshall Magisterial District, Fauquier County, Virginia, containing 26.2867 acres; more or less, as hereinafter described, into Lots 1 through 4, inclusive, and Lots 25 through 55, inclusive, and to impose certain Protective Covenants and Restrictions on said land, said subdivision to be known as Silver Cup, Section One; and

6974-98-4334-000

WHEREAS, it is the desire of the party of the first part to dedicate for public street purposes a portion of said land as hereinafter described.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid, the premises, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the party of the first part, by and with the consent of the party of the second part, as is evidenced by the acceptance and recordation of this Deed, does hereby confirm, pursuant to the provisions of Sections 15.2-2264 and 2265 of the Code of Virginia, 1950, as amended, that the platting of that certain parcel of land situate in Marshall Magisterial District, Fauquier County, Virginia, and the dedication to the County of Fauquier

for public street purposes of that certain area designated as Iron Bit Drive and Steeplechase Road, all as shown on that certain plat of subdivision entitled "Subdivision plat, Silver Cup, Section One" consisting of sheets 1 through 4, prepared under revised date of July 7, 2001, by Dewberry & Davis, LLC, said plat of subdivision being attached hereto and made a part hereof by this reference, is with the free consent and in accordance with the desires of the undersigned owners, proprietors and trustees, if any.

The party of the first part does further hereby impose upon the land encompassed within "Silver Cup, Section One", each and every one of those certain Covenants, Conditions and Restrictions attached hereto and made a part of this Deed of Subdivision, Dedication and Imposition of Covenants, Conditions and Restrictions, by reference said Covenants, Conditions and Restrictions being deemed covenants running with the land.

WITNESS the following signature and seal as of the day and year first above written.

SYG ASSOCIATES, INC.  
a Virginia corporation

By *J. H. Ghade* *president*  
President

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August, 2001, by Jimmy H. Ghadban, President of SYG Associates, Inc., a Virginia corporation, on behalf of said corporation.

*Deborah A. Sutton*  
NOTARY PUBLIC

My Commission Expires: 11/30/01



HBJ:khj\c: WP51\JONES\SYG.COV

APPROVED AS TO FORM

COUNTY ATTY.      DATE

Accepted on behalf of the Board of Supervisors of Fauquier County, Virginia, by authority granted by the said Board:

*G. Robert Lee*

Name: G. Robert Lee  
Title: County Administrator, Fauquier County

**ARTICLES OF INCORPORATION**

**OF**

**SILVER CUP HOMEOWNERS ASSOCIATION, INC.**

I hereby associate to form a nonstock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

**ARTICLE I**

The name of the corporation is SILVER CUP HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

**ARTICLE II**

(1) The purpose for which the Association is formed is exclusively for pleasure, recreation, and other similar non-profitable purposes, as contemplated by Section 501(c)(7) of the Internal Revenue Code of 1986 (any reference herein to any provision of such Code shall be deemed to mean provisions as now or hereafter existing, amended, supplemented, or superseded). This Association does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed is to administer and enforce the Protective Covenants and Restrictions of Silver Cup Subdivision, as are intended to set forth in said Protective Covenants and Restrictions to be recorded in the Clerk's Office of the Circuit Court of Fauquier County, Virginia.

(2) The assets of the Association shall be at all times dedicated to the recreational purposes set out above, and none of the net earnings shall inure in whole or in part to the benefit of any private individual, association or corporation. If for any reason it becomes necessary to dissolve or liquidate the Association, the remaining assets of the Association, after its lawful obligations and all other requirements of law are met and complied with, shall be transferred or conveyed to one or more corporations, societies, or organizations engaged in activities similar to those of the Association and qualifying under Section 501 (c) (7) of the Internal Revenue Code of 1986, as may be specified in a plan of distribution adopted as provided by law or as directed by a court of competent jurisdiction.

(3) The Association may solicit and receive funds and property by gift, transfer, devise or bequest, and may administer and apply such funds and property only in the furtherance of the recreational purposes set out in (1) above.

(4) The Association shall not engage in any activities attempting to influence legislation, nor shall it directly or indirectly participate or intervene (including publishing or distributing statements) in any political campaigns on behalf of any candidate for public office or any other activity not within the recreational purposes set out in (1) above.

ARTICLE III

The Association is to have the following class of members:

Class A: Class A members shall be all owners of lots located in the subdivision known as Silver Cup Subdivision, with the exception of Declarant. Each Class A member shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in a given lot, such person or persons shall be members and the vote for each lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B: Class B members shall be the Declarant and its successors and assigns who shall be entitled to exercise three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.

ARTICLE IV

The directors of the Association are to be selected in the following manner:

(1) The membership shall elect by simple majority the Association's Board of Directors at the annual membership meeting and it shall be the Board of Directors' responsibility to conduct all necessary business on behalf of the Association.

ARTICLE V

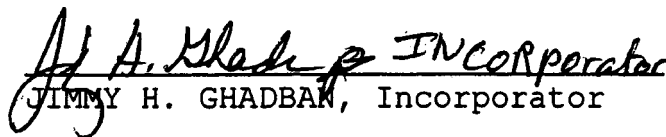
The initial registered office of the corporation shall be located at 31 Winchester Street, Warrenton, in the County of Fauquier, State of Virginia. The initial registered agent shall be H. Ben Jones, Jr., whose business address is identical with the registered office, who is over the age of eighteen years, who is a resident of Virginia and who is a member of the Virginia State Bar.

ARTICLE VI

The initial Board of Directors shall consist of one (1) in number, who need not be a member of the Association. The number of directors may be changed by amendment of the By-laws of the Association. The names and addresses of persons who are to serve as the initial directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jimmy H. Ghadban	9701 Burwell Road Nokesville, VA 20181

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 22<sup>nd</sup> day of June, 2001.

 INCORPORATOR (SEAL)  
JIMMY H. GHADBAN, Incorporator

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
SILVER CUP SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, made this 22nd day of June, 2001, by SYG ASSOCIATES, INC., a Virginia corporation, herein referred to as "Declarant," whose address is 9701 Burwell Road, Nokesville, Virginia 20181.

WITNESSETH

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain plat (herein called "the plat") entitled "SILVER CUP SUBDIVISION" which plat is recorded among the Land Records of Fauquier County, Virginia in Plat Book N/A at page \_\_, and is made a part hereof and incorporated herein by reference; and

WHEREAS, all of the real property described in the plat comprises in the aggregate a part of the SILVER CUP SUBDIVISION general subdivision (herein called "Subdivision"); and

WHEREAS, there are subdivided numbered lots set forth and described in the recorded plat, which numbered lots comprise in the aggregate a single subdivision section (herein called "Section"), and

WHEREAS, Declarant is about to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial restriction, covenants, conditions, and charges, hereinafter collectively referred to as "Restrictions," under a general plan or scheme of improvement for the benefit and complement of all of the lots in the Subdivision, and of the future owners of said lots;

NOW, THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property described in the plat and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. Applicability

These Restrictions shall apply to subdivided numbered lots only and are specifically excluded from application to other lands designated on the plat as parcels



or as lands of Declarant, which parcels and lands are intended for recreational uses.

2. Term

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until the 3rd day of August, 2026, after which time the same shall be extended for successive periods of (25) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part; provided, however, that at any time before the 31st day of December, 2001 these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such lots and thereafter by a majority of such owners.

B. Declarant reserves to itself, its successors and assigns the right to revoke at any time prior to the sale of any lot within the Section all or any part of these Restrictions and further to vacate any or all of the streets, parks, recreational facilities, and any other amenities shown on the recorded plats; provided, however, that Declarant will not prevent access to or installation of utilities to lots in any other Section of the Subdivision.

3. Mutuality of Benefit and Obligation

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots herein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors, and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivision and their respective owners.

4. Exclusive Residential Use and Improvements

A. No lot shall be used for any purpose other than for residential purposes. No structures shall be erected, placed, or permitted to remain on any lot other than one (1) detached, single family residence dwelling and such outbuildings as are usual for residential purposes, including a private garage.

5. Architectural Control Committee

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require before any such work is commenced the approval in writing of the

Architectural Control Committee (herein called "Committee"), as the same is from time to time composed.

B. The Committee shall be composed of three (3) members to be appointed by Declarant. Committee members shall be subject to removal by Declarant, and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the SILVER CUP SUBDIVISION Homeowners' Association, Inc. (hereinafter called "Association"); provided, however, that at any time hereafter the Declarant may, -at its sole option, relinquish to the Board of Directors of the Association the power of appointment and removal reserved herein to the Declarant. Such transfer of power must be evidenced in writing.

C. There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed, or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as is herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed, or maintained, together with the proposed construction material and proposed landscape planting. At the discretion of the Committee, a filing fee of \$50.00 shall accompany the submission of such plans to defray Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.

D. The Committee shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them, and the other copy thereof shall be retained by the Committee for its permanent files.

E. The Committee shall have the right to disapprove any plans, specifications, or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications, or details, or any part thereof, to be contrary to the interests, welfare, or rights of all or any part of the real property subject thereto or the owners thereof. The decisions of the Committee shall be final.

F. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

**6. Size and Placement of Residences and Structures**

A. Every residence dwelling constructed on a lot shall contain the following minimum square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports, and other outbuildings):

2,000 square feet

B. The Committee shall have the authority to set up regulations as to the height and size requirements for all other types of buildings and structures, including fences, walls, copings, etc.

C. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, all property lines shall be kept free and open one to another, and no fences and/or hedges along the front property line shall be permitted on any lot or lot lines except where, in the opinion of the Committee, a fence, hedge or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area.

D. Except as may be otherwise shown on the plat, all set back line whether for front, side and/or rear shall be set in accordance with the ordinance of Fauquier County, Virginia

**7. General Prohibitions and Requirements**

A. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Section or Subdivision:

(a) No outside toilet or individual water well shall be constructed on any lot.

(b) No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot; provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.

(c) Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within one (1) year from commencement.

(d) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and occupancy permits granted by the County of Fauquier, Virginia.

(e) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material, and no used structures shall be relocated or placed on any such lot.

(f) No animals or livestock of any description, except the usual household pets, which are here defined for these purposes as domestic cats and/or dogs of reasonable size and disposition shall be kept on any lot.

(g) All signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Declarant or require prior approval of the Board of Directors of the SILVER CUP SUBDIVISION Homeowner's Association.

(h) No stripped down, partially wrecked, or junked motor vehicle, or sizable part thereof, as well as boats, boat trailers, other miscellaneous trailers, vans and trucks larger than pick-up truck shall be permitted to be parked on any street in the Subdivision or on any lot in such manner as to be visible to the occupants of other lots within the Subdivision or to the users of any street or common area therein.

(i) Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed underground, screened, or so placed and kept as not to be visible from any street or Subdivision at any time except during refuse collections.

(j) No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.

(k) All lots, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.

(l) No noxious, offensive, or illegal activities that shall be or become an unreasonable annoyance or nuisance to the neighborhood shall be carried on any lot.

(m) No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

(n) No vehicle shall be parked on any street in the Subdivision. No commercial truck shall be parked for storage overnight or longer on any lot in the Subdivision in such a manner as to be visible to the occupants of other lots in the

Subdivision or the users of any street or common area of the Subdivision.

(o) Any dwelling or outbuilding on any lot in the Subdivision which may be destroyed in whole or in part by fire or windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than six (6) months.

(p) No tree over six inches in diameter shall be removed from any lot in the Subdivision without the written consent of the Environmental Control Committee.

(q) No radio station or shortwave operators of any kind shall operate from any lot or residence. No direct broadcast satellite dishes or multi-point distribution system of more than one meter in diameter shall be installed on any lot, and no mast that is more than 12 feet over the roofline shall be installed on any lot, without the written approval of Environmental Control Committee. In no case, shall the above equipment be visible from the street.

(r) No trash, ashes, garbage, or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left on the shoreline of the pond in the Subdivision. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Subdivision, the Declarant hereby reserves for itself, its successors and assigns the exclusive right to operate, or from time to time to grant an exclusive license to a third party to operate, a commercial scavenging service within the Subdivision for the purpose of removing garbage, trash, and other like household refuse. Such refuse collection and removal service shall be provided not less often than once each week on a day or days designated by the Declarant or its successors or assigns. The charge to be made for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other subdivisions of high standards in the area, and shall be subject to change from time to time.

(s) There shall be no access to any lot on the perimeter of the Subdivision except from designated roads within the Subdivision.

(t) Lots shown as pipe-stem lots on the Subdivision plat shall have ingress and egress by a common drive-way and repair and maintenance of same shall be the joint responsibility of said lot owners.

### 8. Variances

The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that

in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Subdivision. All requests for variances must be in writing and addressed to the Committee.

**9. Easements**

A. Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

(a) For the use and maintenance of drainage courses of all kinds designated on the plat as "Drainage Easements." These easements are twenty five feet (25') in width unless otherwise specified on the recorded plats and are centered about the existing drainage channels.

(b) For maintenance and permanent stabilization control of slopes in the slope-control areas as set forth in the note regarding slope easements on the plat.

B. Declarant has dedicated, or will dedicate, to the Town of Warrenton and/or Fauquier County and/or the appropriate utility company or companies rights-of-way and easement areas for the installation and maintenance of public utilities over strips of land twenty five feet (25'), unless otherwise indicated on said plat, in width along side and rear property lines and ten feet (10') in width along the front property line of each lot as noted on the plat.

C. Declarant reserves for itself, its successors or assigns an exclusive easement for the installation and maintenance of radio, television and/or other multi-media transmission cables within the rights-of-way and easement areas reserved and defined in paragraph B above.

D. On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the owner, but no structures, plantings, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which may damage or interfere with established slope ratios or create erosion or sliding problems; provided, however, that where the existing location of a drainage channel would hinder the orderly development of a lot, the drainage channel may be relocated as shown on the recorded plat by drainage arrows, provided such relocation does not cause an encroachment on any other lot in the Subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

E. The lots in the Subdivision shall be burdened by such additional

easements as may be shown on the recorded plats.

F. Every lot in the Subdivision that lies contiguous to the pond shall be subject to a flowage easement to an elevation on the lot equal to the high-water elevation of such pond as stated on the recorded plats.

10. Ownership, Use and Enjoyment of Streets, Parks, and Recreational Amenities

A. The street in the Subdivision as designated on the plat is a public street, and every park, recreational facility, and other amenity within the Subdivision is a private park, facility, or amenity, and neither Declarant's execution or recording of the plat nor any other act of Declarant with respect to the plat is, or is intended to be, or shall be construed as a dedication to the public of any of said parks, recreational facilities, and amenities other than as reflected therein. An easement for the use and enjoyment of each of said common areas designated on the plat as parks is reserved to Declarant, its successors and assigns; to the persons who are, from time to time, members or associate members of the SILVER CUP SUBDIVISION Homeowners' Association, Inc., its successors and assigns, and to the invitees of all the aforementioned persons.

B. The ownership of the recreational amenities within the Subdivision, which may include the common areas shall be in Declarant or its successors or assigns, and the use and enjoyment thereof shall be of such terms and conditions as Declarant, its successors or assigns shall from time to time license; provided, however, that any or all of such amenities may be conveyed to the SILVER CUP SUBDIVISION Homeowners' Association, Inc., which conveyance shall be accepted by it, provided the same is free and clear of all financial encumbrances.

C. Declarant hereby covenants, for itself, its successors and assigns, that it will convey fee simple title to the common areas designated as common areas on the plat and on all future plats of the Subdivision to the SILVER CUP SUBDIVISION Homeowners' Association, Inc., within three (3) years after their completion, subject to the easements of record.

11. SILVER CUP SUBDIVISION Homeowners' Association

A. Every person who acquires title, legal or equitable, to any lot in the SILVER CUP Subdivision shall become a member of the SILVER CUP SUBDIVISION Homeowners' Association, Inc., a Virginia nonprofit corporation, herein referred to as "Association," provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. However, if such a person Should realize upon its security and become the real owner of a lot within the Subdivision, it will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the Subdivision and on members of the Association, including those provisions with respect to alienation and payment of an annual charge.

B. The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivision.

C. The Association shall be responsible for the maintenance, repair, and upkeep of the common areas within the Subdivision and the appurtenant drainage and slope easements reserved by Declarant. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such common and such other properties within the Subdivision as it may from time to time own.

D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including, but not limited to, the power to levy against every member of the Association a uniform annual charge per single-family residential lot within the Subdivision, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association, for the purposes set forth in its Articles of Incorporation. In order to provide initial operating capital for the Association, each new home purchaser of a lot in the Subdivision, upon acceptance from the builder of a deed for same, shall pay \$120.00 into the treasury of the Association.

Thereafter, the Association shall be funded by the levying of regular and special assessments as necessary and approved by the Association.

(a) Every such charge so made shall be paid by the member to the Association on or before the first day of January of each year, for the ensuing year. The Board of Directors of the Association shall fix the amount of the annual charge per lot by the first day of September of each year, and written notice of the charge so fixed shall be sent to each member. Annual increases shall not exceed five percent (5%) per year without a two thirds (2/3) approval of the SILVER CUP SUBDIVISION Homeowner's Associates.

(b) If any charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate of Eight percent (8%) per annum; the Association may



publish the name of the delinquent member in a list of delinquent members, or by any other means of publication; and the Association may file a notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees, which lien shall encumber the lot or lots in respect of which the charge shall have been made, and which notice shall be filed in the Office of the Clerk of the Circuit Court of Fauquier County, Virginia. Every such lien may be enforced at any time within twenty-four months after the date on which the notice thereof shall have been filed. In addition to the remedy of the enforcement of the lien, the Association shall have the right to sue for such unpaid charges, interest, costs, and reasonable attorney's fees in any court of competent jurisdiction as for a debt owed by the delinquent member or members to the Association.

Every person who shall become the owner of the title (legal or equitable) to any lot in the Subdivision by any means is hereby notified that, by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to any paragraph or subparagraph of these Restrictions.

(c) The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association certifying that the charges on a specified lot have been paid or that certain charges against said lot remain unpaid, as the case may be.

A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any charges therein stated to have been paid.

E. The fund accumulated as the result of the charges levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety, and welfare of the members of the Association and in particular for the improvement and maintenance of the common areas within the Subdivision as such common areas and other related properties shall have been conveyed to the Association.

F. The lien of a deed of trust representing a first trust placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon; recorded in accordance with the laws of the State of Virginia, shall be, from the date of the recordation, superior to any and all such liens provided for herein.

G. The Board of Directors of the Association shall have the right to suspend the voting rights (if any) and the right to use of the recreational facilities of the Association of any member:

(a) For any period during which any Association charge (including the charges and the fines, if any, assessed under the provisions of these Restrictions)

owed by the member or remains unpaid;

(b) During the period of any continuing violation of the restrictive covenants for the Section and Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association;

H. Membership shall consist of two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of Declarant and shall be entitled to One (1) vote for each lot owned. When more than one person holds an interest in a given lot, such person or persons shall be members and the vote for each lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. Class B member shall be the Declarant who shall be entitled to exercise Three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.

#### 12. Association's Right to Perform Certain Maintenance

In the event an owner of any lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association shall have the right, through its agents and employees, to enter upon said lot and repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. Such right shall not be exercised unless two-thirds of such Board of Directors shall have voted in favor of its being exercised. The cost of such exterior maintenance shall be added to and become part of the annual charge to which such lot is subject.

#### 13. Remedies

A. The Association or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation, or violation of any of these Restrictions, and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

B. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

14. Grantee's Acceptance

A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent, and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision, to keep, observe, comply with, and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all of the risks and hazards of ownership or occupancy attendant to such lot.

15. Severability

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

16. Captions

The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

SYG ASSOCIATES, INC.  
A VIRGINIA CORPORATION

By:  (SEAL)  
JIMMY F. GHADBAN, PRESIDENT

STATE OF VIRGINIA

COUNTY OF FAUQUIER, to wit:

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that this day personally appeared before me in my said jurisdiction JIMMY H. GHADBAN, PRESIDENT, SYG ASSOCIATES, INC., A VIRGINIA CORPORATION, whose name is signed to the foregoing DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS and acknowledged the same.

Given under my hand this 22nd day of June, 2001.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 11/30/01

