

SCHEDULE D

GYPSUM HILL SUBDIVISION
Section One

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Gypsum Hill Recreation Association (a non-stock, non-profit Virginia corporation), its successors and assigns.

Section 2. "Properties" shall mean and refer to all of that real property containing 216.12365 acres more or less, conveyed by Carroll Hanger Latham and Mary Ann Latham, his wife to Carroll Hanger Latham and Lloyd R. Cowne, partners, trading as Latham and Cowne, a Partnership by Deed dated April 25, 1973 and recorded prior hereto among the land records of Prince William County, Virginia.

Section 3. "Recreation Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown on any and all recorded subdivision plats of the Properties whether the same is presently of record or is recorded hereafter, with the exception of all areas dedicated as public streets and the Recreation Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Declarant" shall mean and refer to Latham & Cowne, a Partnership.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to any may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE III

VOTING RIGHTS

There shall be one class of membership. Members shall be all those owners defined in Article II. Each member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV
PROPERTY RIGHTS

Every member shall have a right and easement of enjoyment in and to the Recreation Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

a. the right of the Association to limit the number of guests of members;

b. the right of the Association to suspend the voting rights and the right to use of the Recreation Area by a member for any period during which any assessment against his Lot remains unpaid; and for a period of sixty (60) days for an infraction of its published rules and regulations;

c. the right of the Association to dedicate or transfer all or any part of the Recreation Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon in writing by at least two-thirds (2/3) of the membership.

ARTICLE V
COVENANTS FOR ASSESSMENTS

Section 1. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments shall be fixed, established, and collected from time to time as hereinafter provided. The annual assessment together with interest thereon at the maximum contract rate permitted by law and the costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon

the property against which such assessment is made. Each such assessment together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person(s) who was the Owner of such property at the time when the assessment fell due.

Section 2. The assessments levied by the Association shall be used exclusively for the purpose of improvement and maintenance of the Recreation Area and all facilities and improvements located thereon for use and enjoyment of the Owners.

Section 3. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 1974. The Board of Directors shall, after consideration of the current maintenance costs and further needs of the Association, fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates thereof shall be determined by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth the amounts of any assessment due on a specific Lot. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificates shall be conclusive evidence of the facts therein stated.

Section 4. Annual assessments shall be fixed at a uniform rate for all Lots and may be collected on a quarterly basis.

Section 5. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum lawful contract rate and the Association may bring an action at law against the Owner

personally obligated to pay the same, or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees of either such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for payment of such assessments by non-use of the Recreation Area.

Section 6. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or Deed of Trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or Deed of Trust, pursuant to a decree of foreclosure or a trustee's deed thereunder shall extinguish the lien of such assessments but only as to payment thereof which became due prior to such sale or transfer.

Section 7. The following property subject to this Declaration shall be exempt from the assessment created herein:

- a. All property dedicated to the public for street purposes;
- b. The Recreation Area;
- c. All property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no land so owned, which is devoted to dwelling use shall be exempt from the said annual assessment;
- d. All Lots owned by Declarant.

ARTICLE VI

RESTRICTIVE COVENANTS

In order to conserve the natural beauty of the subdivided property, to insure its best use and most appropriate development, and to prevent the erection of poorly designed or constructed improvements, the said subdivision shall be and hereby

is made subject to the following restrictions which shall be construed as covenants running with the land:

1. No lot shall be used except for residential purposes.
2. No Trailers shall be kept or maintained on any lot which shall be mobile homes or otherwise used for residential or living purposes. This restriction, however, shall not include campers, camper trailers or other recreational travel equipment.
3. No dwelling house shall be constructed on any lot unless it shall contain at least 1,600 square feet of living area. Prior to the commencement of construction of any building or structure, the owner shall submit unto Declarant, a complete set of plans for approval.
4. The Construction of any building or structure, approved by Declarant as aforesaid, shall be completed within twelve months from commencement of said construction.
5. The Well and Septic System will be installed in complete compliance with Prince William County Health Department and in the Areas located on master plat. Minimum construction shall consist of:

(1) All Subsurface drainsfields for individual sewage disposal systems shall be located on each lot as shown on the site plan for Gypsum Hill Subdivision, dated as prepared by R. B. Thomas, Jr. and Associates.

(2) Individual wells shall be located on each lot as shown on the above mentioned site plan. Each well shall be encased and grouted to a depth extending 10 feet into solid rock or 30 feet minimum. Casing shall extend a minimum of 12 in. above the ground line.

6. Driveway entrances must be installed after streets are constructed in accordance with the Virginia Highway Department requirements. During constructing of homes the tracting of mud or debris onto completed streets must be removed immediately. No track vehicles will be allowed on completed streets. Failure to Comply may result in additional cost to Lot Owners.
7. All lots shall be used for residential purposes only and no other streets or rights of way shall be planned or dedicated except as those created or approved by the Declarant.

ARTICLE VII

GENERAL PROVISIONS

Section 1. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed

by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time the said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Owners of not less than seventy-five per cent (75%) of the lots, and thereafter by an instrument signed by the owners of not less than sixty per cent (60%) of the lots. Any amendment must be properly recorded.

Recorded with certificate annexed May 8 1973
 at 10:30 A.M., Prince William County, Virginia.
 Telle: _____ County Clerk

A. E. G. H. H. H.